



**REQUEST FOR PROPOSALS
(RFP) # FY 2020-2021-006
COMMUNITY SHUTTLE
MAINTENANCE AND OPERATION SERVICES**

<u>RFP DOCUMENT RELEASED</u>	<u>August 5, 2021</u>
<u>NON-MANDATORY PRE-PROPOSAL CONFERENCE AVAILABLE ONLY IN PERSON</u> <p>The conference will take place at the City Hall Commission Chambers. Attendees that wish to be part of the meeting must participate in person. If vendor is attending meeting a sign in sheet will be available at City Hall Commission Chambers. Access to the building will require time for metal detector walk through, temperature taking, answering questions, and wearing of a face covering.</p> <p><u>No questions will be answered during this meeting. Please see last day for questions information and submit all questions to email provided below.</u></p>	<p><u>August 19, 2021 at 11:00 A.M.</u> <u>CITY OF HALLANDALE BEACH</u> <u>COMMISSION CHAMBERS</u> <u>400 SOUTH FEDERAL HIGHWAY</u> <u>HALLANDALE BEACH, FL 33009</u></p>
<u>LAST DAY FOR QUESTIONS</u> <p>All questions must be sent via email to gcuevas@cohb.org. All questions will be answered via addendum posted to the City's website: www.cohb.org/solicitations and Demandstar: www.demandstar.com</p>	<p><u>August 26, 2021</u> <u>BY NO LATER THAN 11:00 A.M.</u></p>
<u>DEADLINE FOR RECEIPT OF PROPOSALS</u> <p>For drop off of responses to this RFP see location below. Access to the building will require time for metal detector walk through, temperature taking, answering questions, and wearing of a face covering. All must plan to obtain access to the City Clerk's Office <u>without being late</u>.</p> <p>No late responses will be accepted.</p>	<p><u>September 21, 2021</u> <u>BY NO LATER THAN 11:00 A.M.</u></p>
<u>RESPONSES TO THE RFP MUST BE SUBMITTED TO THIS ADDRESS:</u> Sealed envelope must clearly provide your firm's company name, address, phone # and contact information and must be labeled with the RFP # and Name. Responses must be received by the City Clerk's Office. Responses must be labeled correctly to be received by City Clerk.	<p><u>CITY OF HALLANDALE BEACH</u> <u>OFFICE OF THE CITY CLERK –</u> <u>SUITE 204</u> <u>400 SOUTH FEDERAL HIGHWAY</u> <u>HALLANDALE BEACH, FL 33009</u> <u>NO LATE PROPOSALS WILL BE ACCEPTED.</u></p>
<u>MANDATORY SITE VISIT TO PROPOSER SITE AFTER SUBMITTAL OF PROPOSALS</u> <p><u>The City of Hallandale Beach will be conducting a mandatory site visit of all firm's/proposer's site after receipt of proposals. Proposer must be ready for the mandatory site-visit within 24 hours notice from the City.</u></p> <p>The City of Hallandale Beach expects that the proposer is available for the mandatory site Visit when requested by the City.</p> <p>If the proposers location is not in South Florida, proposer must be ready to conduct a <u>virtual</u> mandatory site-visit for the Evaluation Committee.</p> <p>No questions will be answered at the firm's site visit during the evaluation.</p>	

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**COMMUNITY SHUTTLE MAINTENANCE
AND OPERATION SERVICES**


EXHIBIT A – COHB Community Shuttle Service Route 1 Red, Phase 1	
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EXHIBIT J – FTA-USDOT Funding Supplement 03/06/2019.	
EXHIBIT K – Broward County and City of Hallandale Beach Interlocal Agreement for Community Shuttle Services.	
EXHIBIT L – FDOT Service Development Grant Application Capacity and Operating Support for Phase 2.	
EXHIBIT M - Chapter 14-90 Equipment and Operational Safety Standards for Bus Transit Systems.	
EXHIBIT N - Florida Department of Transportation, Preventative Maintenance Standard Manual, Edition 4.1, August 2017	

PURPOSE:

The City of Hallandale Beach provides Community Shuttle Minibus Services pursuant to an Interlocal Agreement with Broward County. The funding for the service is provided by Broward County.

To continue providing the services with new vehicles, the City of Hallandale Beach has elected to lease a fleet of Community Shuttle buses from Broward County pursuant to an option to lease in Section 3.1 of the Interlocal Agreement (ILA). That section allows the City to lease Gasoline/propane fueled wheelchair accessible vehicle fleet.

The City Commission is also committed to a Florida Department of Transportation Grant to purchase a fleet of EV electric vehicles and their charging equipment. Upon completion of this project, within the next 3 years, the City would have acquired an all-electric bus (EV) fleet of at least nine (9) transit electrical buses for the operation of the Community Shuttle service.

The City of Hallandale Beach, Florida invites qualified and experienced Firms to submit proposals for consideration to provide operation and maintenance for the Community Shuttle Services. The City foresees the contract to be structured in two phases:

- Phase 1: Contractor to provide management, operations, and maintenance for Six (6) new Broward County leased Gasoline/propane fueled vehicle fleet, ADA compliant, to operate four (4) community shuttle routes.
- Phase 2: Contractor will transition to provide management, operation, and maintenance for at least nine (9) City purchased EV Electric urban transit vehicles, to operate four (4) community shuttle routes, and to provide operation and maintenance of the EV Electrical Vehicles Battery charging stations.

The City will consider both phases to determine which proposal best serves the City's needs and will award the Contract for either phase or for both phases, based on the total cost proposal for each phase.

Contractor agrees to provide the shuttle services for the four (4) bus routes. Contractor acknowledges that the routes shall be subject to modification by the City of Hallandale Beach within 10% of the total annual service hours, at any time during the term, in response to the needs of the community. The limit on the preceding sentence does not apply during a declared state of emergency. Modification shall include, but not be limited to, hours of operation, new routes, or expansion of existing routes within the City of Hallandale Beach or extending to other municipalities.

Minimum Qualification Requirements – MQRs:

This RFP contains Minimum Qualification Requirements (MQRs) which the Proposer **must** meet in order for the response to be considered responsive. **Please read the MQRs to ensure you meet these requirements prior to submitting a response to the RFP.**

Proposers that do not comply with MQRs will be determined non-responsive and disqualified from the evaluation process and their response will not be evaluated.

SCOPE OF WORK:

The City of Hallandale Beach, Florida (City) invites qualified and experienced Firms to submit Proposals for consideration to provide Community Shuttle Services to operate and maintain various Community Shuttle routes in the City of Hallandale Beach, Florida, and surrounding areas. This RFP is composed of following items that all Firm's must review prior to submittal of Firm's response.

Be advised that **Exhibit K** - City and Broward County Interlocal Agreement is due to expire as September 30, 2022. An amendment to the Interlocal Agreement (ILA) between the City and Broward County is being processed and should the amendment agreement be received from Broward County prior to the submittal date, the ILA will be released as an addendum to this RFP. Once available the amendment to the ILA, it will be incorporated into agreement with the awarded Firm.

EXHIBITS FOR THIS RFP:

This ITB contains the following which must be reviewed by proposing firms.

RFP Document

EXHIBIT A – COHB Community Shuttle Service Route 1 Red, Phase 1

EXHIBIT B – COHB Community Shuttle Service Route 2 Blue, Phase 1

EXHIBIT C – COHB Community Shuttle Service Route 3 Green, Phase 1

EXHIBIT D – COHB Community Shuttle Service Route 4 Orange, Phase 1

EXHIBIT E – COHB Routes Service Schedule under COVID-19 Emergency Order.

EXHIBIT F – COHB Community Shuttle Service Route 1 Red, Phase 2

EXHIBIT G – COHB Community Shuttle Service Route 2 Blue, Phase 2

EXHIBIT H – COHB Community Shuttle Service Route 3 Green, Phase 2

EXHIBIT I – COHB Community Shuttle Service Route 4 Orange, Phase 2

EXHIBIT J – FTA-USDOT Funding Supplement 03/06/2019.

EXHIBIT K – Broward County and City of Hallandale Beach Interlocal Agreement for Community Shuttle Services.

EXHIBIT L – FDOT Service Development Grant Application Capacity and Operating Support for Phase 2.

EXHIBIT M – Chapter 14-90 Equipment and Operational Safety Standards for Bus Transit Systems.

EXHIBIT N –Florida Department of Transportation, Preventative Maintenance Standard Manual, Edition 4.1, August 2017.

Any revision and or changes related to the provision of services will be negotiated by the City with the awarded Contractor.

There are various sources of funding for these services. One of the sources of funding is from a Grant that have been requested from FDOT Transit Service Development Grant, for the Hallandale Beach Electric Shuttle Program Operating and Maintenance.

MANDATORY SITE VISIT TO PROPOSER SITE AFTER SUBMITTAL OF PROPOSALS

The City of Hallandale Beach will be conducting a mandatory site visit of all firm's/proposer's site after receipt of proposals. **Proposer must be ready for the mandatory site-visit within 24 hours notice from the City.**

The City of Hallandale Beach expects that the proposer is available for the mandatory site Visit when requested by the City.

If the proposer's location is not in South Florida, proposer must be ready to conduct a virtual mandatory site-visit for the Evaluation Committee.

No questions will be answered at the firm's site visit during the evaluation.

1. Proposing Firms must be open and available to receive City of Hallandale Beach (City) staff for a site visit.
2. The Proposing Firm must show the proposed parking facility, the proposed maintenance facilities, and the proposed vehicle option: Technical Specification Requirements: Numeral 2, Service Provision, Literal L.
3. Proposing Firm must acknowledge acceptance of this scheduled site visit by checking the box below.

Yes ☐

**COMMUNITY SHUTTLE MAINTENANCE
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Provide the following requested information in chart below

Company Name:	
Name of Contact for Site Visit:	
Site Visit Location(s) Address(s):	
Contact Phone Number for Site Visit:	
Email Address of Contact for Site Visit:	
Signature of President of the Firm:	
Date Signed by President of Firm:	

The City Community Shuttle Project will be executed in two phases.

Phase 1 Term: **Phase 1** will start upon issuance of a notice to proceed, which the City intends to issue upon the arrival to the City of the BCT gasoline/propane vehicle fleet, the completion of the BCT Training program by City Staff and Driver's is completed, and all administrative processes. Phase 1 may have a maximum term of two (2) years plus one (1) renewal of one (1) year if necessary. **Phase 1** will end upon notification from the City that it intends to proceed with Phase 2.

The City requires a Contractor to coordinate, manage, and control all necessary program activities that include:

- To provide management, operations, and maintenance to a six (6) BCT gasoline/propane fueled, ADA compliant, vehicle fleet
- To provide trained vehicle operating and maintenance personnel.
- To develop and maintain management and administrative procedures, performance reports as required by Broward County ILA.
- To provide ancillary equipment for gasoline/propane fueled vehicle fleet maintenance, warranty management, and maintain 3rd party vendor support on behalf of BCT & The City.
- To ensure excellent customer service.
- To support Community Shuttle service planning.
- To develop and implement methods to maximize service efficiency.
- To provide a high-quality operation, customer service-oriented in all City routes.
- Contractor is required to coordinate substitution of backup/spare vehicles, within half-hour of the time of breakdown if a vehicle is disabled while servicing the routes. City is making arrangements to retain at least one loaner vehicles at all times at no additional charge to Contractor. Contractor must prove the ability to provide any other required loaners. Additional vehicles may be obtained through the county, but fees associated with those vehicles will be borne by the Contractor.

Phase 2.

For phase 2, the City of Hallandale Beach intends to provide four (4) bus routes, being operated with at least nine (9) City purchased buses, all under Broward County Transit's (BCT) Community Shuttle Program. The four (4) routes will encompass each major section of the City and interconnect with one another, allowing riders to travel throughout the City without having to utilize a different transportation service. All four (4) routes connect at the City of Hallandale Beach's City Hall. In phase 2, the City requires a Contractor to coordinate, manage, and control all necessary program activities that include:

- To provide management, operations, and maintenance to an EV fleet of at least nine (9) EV Electric Urban Transit vehicle fleet, and to the Battery charging equipment.
- To provide vehicle operating and maintenance personnel. Drivers will be required to be BCT certified. The Contractor must provide a proposed maintenance manager with certified experience maintaining EV transit buses, EV Battery systems, and EV charging station systems.
- To develop and maintain management and administrative procedures, and performance reports as required by Broward County ILA.
- To provide ancillary equipment for EV transit buses fleet maintenance, battery charging equipment maintenance, warranty management, and maintain 3rd party vendor support on behalf of the City.
- To ensure excellent customer service.
- To support service planning; and
- To develop and implement methods to maximize service efficiency
- Vehicle fleet parking, battery charging, and basic cleaning and sanitizing services will be provided in a parking location that will be indicated by the City.
- Contractor may provide facilities for vehicle maintenance and repairs.
- The selected Contractor will be required to provide an EV vehicle fleet maintenance plan, maintenance and driving operation training, and the minimum requirements (site space and equipment) for the maintenance facilities.
- Selected Contractor is required to coordinate substitution of backup/spare vehicles, within half-hour of the time of breakdown if a vehicle is disabled while servicing the routes. City is making arrangements to retain at least one loaner vehicles at all times at no additional charge to Contractor. Additional vehicles may be obtained through the county, but fees associated with those vehicles will be borne by the Contractor.

Phase 2 Term: Phase 2 will start ten (10) business days after delivery of notice to CONTRACTOR by CITY that City has received, commissioned, and accepted the EV Electric Buses Fleet. Phase 2 will have a maximum term of five (5) years plus two (2) optional renewals of one (1) year each. Upon notice to proceed with Phase 2, the CONTRACTOR shall make Drivers available for EV training, as more specifically described below. Drivers shall commence use of the EV buses only after completion of training. Phase 2 is not guaranteed.

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The City will monitor the service closely in both phases to ensure that all contractual responsibilities and Broward County ILA requirements are met.

The selected Proposer (s) will abide by and obey all applicable Federal, State, County, and City laws. The selected Proposer must also fully comply with all provisions of the Federal Americans with Disabilities Act (ADA).

All proposers agree to be bound, and to require any permitted subcontractors to be bound, by the terms and conditions of the Federal Transit Authority/U.S. Department of Transportation Funding Supplement 3/06/2019 attached hereto as **Exhibit J**.

Pursuant FL Code 60A-1.047. 5, the City encourages and agrees to the successful Proposer extending the pricing, terms, and conditions of this solicitation or resultant contract to other governmental entities at the discretion of the successful Proposer.

Additionally, Extra Service and Emergency Services may be needed. The City has the option to request the addition of future routes which must be provided at the same price, terms, and conditions of the Agreement.

Proposer will be required to operate under the terms and conditions specified in the Request For Proposals (RFPs), and Broward County Transit's Community Shuttle Bus Program, see **Exhibit K**—Interlocal Agreement between Broward County and City of Hallandale Beach for Community Shuttle.

The City has filled a FDOT Service Development Grant Application for Capacity and Operating Support for Phase 2, see **Exhibit L**.

PHASE 1 ROUTE OPERATIONS

For phase 1, the City of Hallandale Beach oversees four (4) bus routes, being operated with five (5), gasoline/propane ADA compliant, leased buses under Broward County Transit's (BCT) Community Shuttle Program. The four (4) routes encompass each major section of the City and interconnect with one another, allowing riders to travel throughout the City without having to utilize a different transportation service. All four (4) of the proposed routes connect at the City of Hallandale Beach's City Hall.

Community Shuttle Service Route 1

See **Exhibit A** – City Community Shuttle Service Route 1.

Route 1 operates two (2) shuttles, commonly referred to as routes 1 and 1A; Monday through Saturday from 7:00 am to 7:45 pm, roundtrip starting from Hallandale Beach City Hall. Each shuttle follows the same route. The route has a total of eleven (11) time points (TP). The Time

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Points along this route are: City Hall & Library TP1, Mardi Gras Casino TP 2, Young Circle TP 3, NE 14 Street and Atlantic Shores TP 4, Publix 14th Avenue. TP 5, Ocean Drive County line TP 6, North Beach Fire Station TP 7, Hallandale Beach Blvd., Wal-Mart TP 8, Diplomat Parkway TP 9, Fairways Riviera TP 10, Diplomat Mall Winn-Dixie TP 11. Connections are available with BCT routes 1, 101, 4, 7, 9, 28, MDTE, 1 Breeze.

The City Community Shuttle Service Route 1 operates two (2) shuttles on a 90-minute route with 45-minute headway. There are 16 trips with five (5) minutes layovers built into each trip.

Community Shuttle Service Route 2

See **Exhibit B** – City Community Shuttle Service Route 2.

Route 2 operates Monday through Saturday from 7:00 am to 7:00 pm, roundtrip starting from Publix (SE 14 Avenue and Hallandale Boulevard). The route has total of nine (9) time points (TP). The Time Points along this route are: Publix SE 14 Avenue TP1, Golden Isles Dr., at Lake Point Tower TP2, Hallandale Beach Wal-Mart TP3, Three Island Blvd at Parkview TP4, Diplomat Mall Winn-Dixie TP5, NE 14 Street at Atlantic Shores Blvd TP6, Mardi Gras Casino TP7, City Hall & Public Library TP8, and Aventura Hospital TP9. Connections are available to BCT routes 1, 4, 28, MDTE, 1 Breeze.

The City Community Shuttle Service Route 2 operates on sixty-four (64) to sixty-six (66) minutes headway. There are eleven (11) daily trips with a one (1) minute layovers built into each trip.

Community Shuttle Service Route 3

See **Exhibit C** – City Community Shuttle Service Route 3.

Route 3 operates Monday through Saturday from 7:00 am to 7:00 pm, roundtrip starting from City Hall & Library. The route has total nine (9) time points (TP). The Time Points along this route are: City Hall & Library TP1, Fashion Row NW 1 Ave TP2, Hepburn Center NW 8 Ave., TP3, Hollywood Station Tri-Rail TP4, Broward Memorial South Regional Center TP5, Lakeside Shops (IHOP) TP6, Winn-Dixie West Hallandale Beach Blvd & SW 10 Terr TP7, Hallandale Beach Adult Center TP 8, SW 10 Terrace & SW 10 Street TP9, and surrounding neighborhoods with a total of eleven (11) daily trips. Connections are available to Broward County Transit (BCT) routes 1, 4, 28, MDTE, 1 Breeze, and Hallandale Community Shuttles.

The City Community Shuttle Service Route 3 operates on sixty-five (65) minute headway. There are eleven (11) daily trips with to 2, and 3 minutes layovers built into each trip.

Community Shuttle Service Route 4

See **Exhibit D** – City Community Shuttle Service Route 4.

Route 4 operates Monday through Sunday from 7:00 am to 7:00 pm, roundtrip starting from NW 10th Street and NW 8th Avenue. The route has total ten (10) time points (TP). The Time Points along this route are: NW 10th Street & NW 8th Avenue Hepburn Center TP1, NW 8th Avenue Fashion Row TP2, Publix SE 14 Ave. RK Plaza TP4, Diplomat Mall Winn-Dixie TP5, City Hall & Library TP6, SW 10th Terrace/SW 10th Street TP7, Hallandale Beach Adult Center SW 3ed East of SW 10th Terr., TP 8, Winn-Dixie West Hallandale Beach Blvd at 10th Terr., TP9, Lakeside Shops (IHOP) TP10, with a total of twelve (12) daily trips. Connections are available to BCT routes 1, 4, 28, MDTE, 1 Breeze, and Hallandale Community Shuttles.

The City Community Shuttle Service Route 4 operates on fifty-seven (57) minutes headway. There are twelve (12) daily trips with a three (3) minutes layovers built into each trip.

Under the COVID-19 Emergency Order all Routes are operating since April 2020 under a reduced schedule attached. See **Exhibit E**.

PHASE 2 ROUTE OPERATIONS.

The City of Hallandale Beach oversees for **phase 2**, four (4) bus routes, with nine (9) EV medium size Transit buses in service. The service is provided under Broward County Transit's (BCT) Community Shuttle Program. The four (4) routes encompass each major section of the City and interconnect with one another, allowing riders to travel throughout the City without having to utilize a different transportation service. All four (4) of the proposed routes connect at the City of Hallandale Beach's City Hall.

Community Shuttle Service Route 1

See **Exhibit F** – City Community Shuttle Service Route 1.

Route 1 will operate three (3) EV Electric Buses, referred to as # 1-A, # 1-B, and # 1-C; Monday through Saturday from 7:00 AM TO 7:35 PM, roundtrip starting from Hallandale City Hall. Each EV Electric Bus follows the same route. The route has a total of eleven (11) time points (TP). The Time Points along this route are: City Hall & Library TP1, Mardi Gras Casino TP 2, Young Circle TP 3, NE 14 Street and Atlantic Shores TP 4, Publix 14th Ave. TP 5, Ocean Drive County line TP 6, North Beach Fire Station TP 7, Hallandale Beach Blvd., Wal-Mart TP 8, Diplomat Parkway TP 9, Fairways Riviera TP 10, Diplomat Mall Winn-Dixie TP 11. Connections are available with BCT routes 1, 101, 4, 7, 9, 28, MDTE, 1 Breeze.

The City Community Shuttle Service Route 1 operates three (3) EV Electric Buses referred as # 1-A, # 1-B, and # 1-C, on a 90-minute route with 16 trips with 30 minutes headways, and 7 trips with 35 minutes headways. There will be 23 trips with five (5) minutes layovers built into each trip.

Community Shuttle Service Route 2:

See **Exhibit G** – City Community Shuttle Service Route 2.

Route 2 operates Monday through Saturday from 7:00 AM TO 7:35 PM, roundtrip starting from Publix (NE 14 Street and Hallandale Boulevard). The route has total of ten (10) time points (TP). The Time Points along this route are: Publix SE 14 Avenue TP1, Golden Isles Dr., at Lake Point Tower TP2, Hallandale Beach Wal-Mart TP3, Three Island Blvd at Parkview TP4, Diplomat Mall Winn-Dixie TP5, NE 14 Street at Atlantic Shores Blvd TP6, Mardi Gras Casino TP7, City Hall & Public Library TP8, Aventura Hospital TP9, and Aventura Mall TP10. Connections are available to BCT routes 1, 4, 28, MDTE, 1 Breeze.

The City Community Shuttle Service Route 2 operates two (2) EV Electric buses referred as # 2-A, and # 2-B, with forty (40) minutes headway. There will be eighteen (18) daily trips with five (5) minutes layovers built into each trip.

Community Shuttle Service Route 3:

See **Exhibit H** – City Community Shuttle Service Route 3.

Route 3 operates Monday through Saturday from 7:00 AM TO 7:10 PM, roundtrip starting from City Hall and Library. The route has total nine (9) time points (TP). The Time Points along this route are: City Hall & Library TP1, Fashion Row NW 1 Ave TP2, Hepburn Center NW 8 Ave., TP3, Hollywood Station Tri-Rail TP4, Broward Memorial South Regional Center TP5, Lakeside Shops (IHOP) TP6, Winn-Dixie West Hallandale Beach Blvd & SW 10 Terr., TP7, Hallandale Beach Adult Center TP 8 Gulfstream Academy, SW 10 Terrace & Hallandale Beach TP9 Southwest (SW) 10 Street and Southwest (SW) 10 Avenue, and surrounding neighborhoods with a total of eleven (11) daily trips. Connections are available to Broward County Transit (BCT) routes 1, 4, 28, MDTE, 1 Breeze, and Hallandale Community Shuttles.

The City Community Shuttle Service Route 3 operates two (2) EV Electric buses referred as # 3-A, and # 3-B, on thirty-five (35) minute headway. There will be twenty (20) daily trips with five (5) minutes layovers built into each trip.

Community Shuttle Service Route 4:

See **Exhibit I** – City Community Shuttle Service Route 4.

Route 4 operates Monday through Sunday from 7:00 AM TO 7:10 PM, roundtrip starting from Hepburn Center at NW 8th Ave and NW 10th Street. The route has total ten (10) time points (TP). The Time Points along this route are: NW 10th Street/NW 8th Avenue Hepburn Center TP1, NW 8th Avenue Fashion Row TP2, Publix SE 14 Ave. RK Plaza TP4, Diplomat Mall Winn-Dixie TP5, City Hall & Library TP6, SW 10th Terrace/SW 10th Street TP7, Hallandale Beach Adult Center SW 3ed

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East of SW 10th Terr., TP 8 , Winn-Dixie West Hallandale Beach Blvd at 10th Terr., TP9 , Lakeside Shops (IHOP) TP10, with a total of twelve (12) daily trips. Connections are available to BCT routes 1, 4, 28, MDTE, 1 Breeze, and Hallandale Community Shuttles.

The City Community Shuttle Service Route 4 operates two (2) buses referred as # 4-A, and # 4-B, on thirty-five (35) minutes headway. There will be twenty (20) daily trips with five (5) minutes layovers built into each trip.

Contractor agrees to provide the shuttle services for the four (4) bus routes. Contractor acknowledges that the routes shall be subject to modification by the City of Hallandale Beach within 10% of the total annual service hours, at any time during the term, in response to the needs of the community. The limit on the preceding sentence does not apply during a declared state of emergency. Modification shall include, but not be limited too, hours of operation, new routes, or expansion of existing routes within the City of Hallandale Beach or extending to other municipalities.

Pre-Service Requirements:

In addition to meeting inspection requirement from Broward County pursuant to the Interlocal Agreement, the City will require on-site pre-service inspections of all Community shuttle buses prior to the commencement of service. All pre-service requirements must be completed prior to September 25th of each calendar year. This inspection will take place yearly after the contract start date and occur throughout the entire term of the contract including renewals.

The City requires the on-site pre-service inspection be performed in the presence of or by City's project manager or designee prior to September 25th of each calendar year. The inspection will include all mechanical, hardware, software, labor, and quality of vehicle fleet and associated technology to be used for this service.

Services shall commence upon issuance of a notice to proceed, following award of contract by the City Commission.

TECHNICAL SPECIFICATION REQUIREMENTS:

1. Fare
 - a. Contractor must operate the shuttle bus service as a free fare public transportation service.
 - b. Contractor will not be allowed to pursue shuttle bus advertising inside or outside the shuttle.
2. Service Provision
 - a. Contractor to provide parking for storage of vehicles, vehicle operation and vehicle maintenance for Phase 1.

- b. City may provide parking, charging stations, and or maintenance facilities for the EV Electrical Vehicle fleet for phase 2.
- c. Contractor will be required to perform fleet operation services. Contractor shall be required to perform all required mechanical maintenance on vehicles, including provision of fuel (gas/propane) and or electrical energy, and interior/exterior cleanings.
- d. Contractor must ensure any driver hired must meet the qualifications and requirements imposed by the City, County, State and Federal per Florida Statute Section 14.90 Equipment and Operational Safety Standards for Bus Transit System see **Exhibit M**.
- e. Contractor may recommend methods of decreasing headway, increasing routes, increasing ridership, connecting to public facilities, or any other methods of improving services in coordination with City Staff.
- f. The City will provide an EV Transit Bus for backup/spare vehicle if an EV Electric bus is disabled or requires extra battery charging while servicing the routes.
- g. Contractor must have the capability to track the vehicles with a type of global positioning system (GPS). This system must be part of the Technology Package under 3.d
- h. Contractor must have a mechanism to clearly announce stops in case of any problems with the Technology Package that is required. This system must be part of the Technology Package under 3.d
- i. Contractor must maintain a log of rider's concerns to be made available to the City's Project Manager monthly. The log should include name of rider, contact information (if available), date, time, route, and description of concern.
- j. As this will be the first time that City is receiving County-leased buses City Staff and/or if a new third-party contractor will be operating service, Contractor must attend a gasoline/propane fuel training class (scheduled by BCT) prior to release of buses to the City.

3. Type of Vehicle

- a. Proposer will be required to operate under the terms and conditions specified in the RFP and Broward County Transit's Community Shuttle Program see **Exhibit K** – Interlocal Agreement between Broward County and City of Hallandale Beach for Community Shuttle..
- b. A fleet of six (6) new Gasoline/Propane fueled, ADA compliant Community Shuttle vehicles will be provided by the City for Phase 1.
- c. A fleet of at least nine (9) new EV Electrical Buses, ADA compliant, will be provided by the City for Phase 2.
- d. In both phases, vehicles will have to be equipped with a Technology Package (hardware, software, and reporting) as follows automatic vehicle locators (AVL), computer aided dispatching (CAD) global positioning systems (GPS), mobile data computers (MDC) collectively referred to as "AVL/MDC Equipment", Automatic Passenger Counters ("APC Equipment"), Automatic Bus-Stop Announcement, and

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wireless fidelity (Wi-Fi Equipment) in all Vehicle(s). Contractor to allow the City permanent access to the technology System for control and monitoring of services being performed for the City. County may provide Automatic Passenger Counters APC, GPS, and Wi-Fi Technology components during the term of this awarded contract.

- e. Vehicles must be wrapped with a design provided by the City, approved by the County.
- f. All Vehicles shall be equipped with an area to post informational flyer, brochures, and shuttle schedules. Loaner/spare vehicles to operate with a mobile tracker.

4. Extra Services

Include any service request in addition to the scheduled Community Shuttle Service including but not limited to special events needed to promote the Community Shuttle Program.

5. Emergency Transportation Services

Include, but must not be limited to, evacuation and reverse evacuation transportation for individuals, as well as any other transportation deemed necessary by the City. Extreme conditions or catastrophic events may not affect the operations of all regional cities equally and at the City's discretion, the City may require the use of Vehicle(s) leased to the City to be used for emergency transportation service by any other City that has an agreement with Broward County for Community Shuttle Services.

6. Frequency of Service

- a. For Phase 1, passengers should have waiting intervals of no more than sixty-five (65) minutes during hours of operation.
- b. For Phase 2, passengers should have waiting intervals of no more than thirty-five (35) minutes during hours of operation for routes 1, 3, and 4; and of no more than forty (40) minutes for route 2.
- c. Service will be provided at a minimum level of six (6) days per week for the City Community Shuttle Services Routes 1, 2, and 3, and 7 days for the City Community Shuttle Service Route 4; with a minimum of seventy-two (72) hours for the City Community Shuttle Services Routes 1, 2, and 3; and eighty-four (84) hours for the City Community Shuttle Services Route 4.

7. County Program

- a. Contractor must operate the service subject to Broward County Transit's Community Shuttle Program and agree to be governed by terms of inter-local agreement between City and County in effect at the time of award of contract and any amendments thereto.
- b. Contractor must provide the City will all reports and documents necessary to satisfy the terms of the inter-local agreement between City and County in effect at the time of award of contract and any amendments thereto.

8. Implementation Program

The Proposer shall provide the following plans within their service proposal, as described in this RFP.

- Proposed Management Plan
- Proposed Operation Plan
- Proposed Vehicle Maintenance Plan
- Proposed Safety Plan
- Proposed Training Program
- Proposed Start-up Plan

a. Management Plan

Proposer should provide a comprehensive Management Plan for the City Community Shuttle Minibus Project, including a detailed description of the Proposer's understanding of the work to be performed accordingly to the Interlocal Agreement, 3.10 MAINTENANCE AND REPAIR.

The Proposer shall also include:

- i. An action plan to achieve the start date. The action plan should include personnel recruitment and training strategies acknowledging the challenges involved in training of existing employees (who will be performing the CITY Minibus duties for incumbent contractor prior to contract initiation, with a plan for ensuring adequate startup training for all employees without impacting the CITY Minibus ongoing service provision.
- ii. A graph/chart showing the phases or timeline of startup activity and training leading up to the initiation of the contract and delivery of service.
- iii. An overall organizational chart for the City Community Shuttle Service showing the level of staffing required for meeting the requirements of the proposal for start-up and ongoing operations and maintenance. An additional organizational chart shall depict the Proposer's corporate support showing how that will be involved in the City Community Shuttle Service, illustrating key personnel at the corporate level and continue down to the lowest reporting level. the City Community Shuttle Service Proposer Organizational Chart shall indicate the number of each type of employee, job title, and wage. This chart shall identify all required personnel (i.e. operators, mechanics, dispatchers, road supervisors, administrative employees, etc.) by part-time and full-time status for the baseline service level required by the City Community Shuttle Service.
- iv. Specific information as to what each primary/supervisor's job duties will entail, how much control they will have over the operation at the local level, how they will be deployed to ensure constant supervision of operations, and how much of their time will be dedicated to the contract during the start-up tasks.
- v. Resumes for each of these key personnel shall be provided in the proposal: General Manager, Operations Manager, Safety Manager, and Maintenance Manager. The City reserves the right to interview and/or approve each person being submitted for these four key management positions.

- vi. General Manager. Contractor shall designate and provide the services of a full-time General Manager. The General Manager will provide employee oversight of Contractor and monitor operational activities associated with this RFP. The General Manager will prepare a monthly invoice that documents all incurred expenses minus the total amount of any possible performance penalties, missed trips, or incomplete service.
- vii. Operations Manager. Contractor shall designate and provide the services of a full-time Operation Manager who will be located onsite. The Operations Manager will be responsible for the complete operation of all BCT Transit-vehicles leased to the City, or owned by the City. The identification of the vehicle fleets for phases 1, and 2 will be provided as the city has the information and will be part of the ILA. The Operation Manager will also provide both direct staff supervision and management of the project's accounts and operating records. The Operations Manager will be responsible for training, scheduling, and supervising all contractor staff (e.g. Dispatchers, Road Supervisors, etc.) to ensure the provision of quality service that meets or exceed the requirements of this RFP and the proposal. The Operations Manager will be responsible for addressing any operational problems and/or passenger complaints and accurately report these problems to City Mobility and Transportation Planner in a timely manner.
- viii. Maintenance Manager. Contractor shall designate and provide the services of a full-time Maintenance Manager who will be located onsite.
 - (1) The Maintenance Manager working under Phase 1, must at a minimum have experience with maintaining Community Shuttle buses, Gas and Propane fueled engines, air conditioning systems, intelligent technology applications, and wheelchair lifts. Technical expertise is considered as important as administrative capability in the Maintenance Manager; however, the manager must manage/supervise maintenance staff in the repair, preventive maintenance, servicing, and cleaning of the vehicle fleet. The Maintenance manager will develop work orders and will inspect major and minor vendor repairs completed internally as well as those done by outside vendors. Maintenance manager is also responsible for ordering, and monitoring spare-part inventory levels, and coordinating major repairs that require coordination with outside vendors. The tracking and analysis of PMI on-time performance and quality, monthly vehicle road calls and breakdowns, and engine/transmission fluid usage and oil/transmission samples will be required in order to monitor and evaluate the condition of every BCT Transit-owned vehicles Leased to the City. The Maintenance Manager will ensure that vehicle performance standards, as outlined in the RFP, are adhered to and that all vehicles are systematically inspected, maintained, and repaired while minimizing time out of service.
 - (2) For Phase 2 the Maintenance Manager must demonstrate experience with maintaining EV transit buses, EV Battery Systems, EV charging Station Systems, air

conditioning systems, intelligent technology applications, and wheelchair lifts or ramps. Technical expertise is considered as important as administrative capability in the Maintenance Manager; however, the manager must manage/supervise maintenance staff in the repair, preventive maintenance, servicing, and cleaning of the vehicle fleet. The Maintenance manager will develop work orders and will inspect major and minor vendor repairs completed internally as well as those done by outside vendors. Maintenance manager is also responsible for ordering, and monitoring spare-part inventory levels, and coordinating major repairs that require coordination with outside vendors. The tracking and analysis of PMI on-time performance and quality, monthly vehicle road calls and breakdowns. The Maintenance Manager will ensure that vehicle performance standards, as outlined in the RFP, are adhered to and that all vehicles are systematically inspected, maintained according with EV Fleet vendor maintenance recommended program, and repaired while minimizing time out of service.

b. Operations Plan

The Proposer shall describe the strategy for implementing service that meets the City Community Shuttle Minibus Project requirements, including procedures to ensure quality service delivery, road supervision, and emergency and incident management procedures that will be used by the Proposer.

The following should be the minimum included in the Plan, along with other elements that Proposer deems significant for meeting the service requirements and expectations of the City Community Shuttle Minibus Project:

- i. Describe the reporting structure, and provide job descriptions and number of individual managers, supervisors, and operators that are responsible for the daily on-street operation. An organizational chart must be provided by all Proposers.
- ii. Describe the methodology that Proposer will use to ensure quality control of the on-street operation. The described methodology shall include, but not be exclusive of, proposals for maintaining on-time performance, ensuring the provision of timely and professional customer service, addressing customer complaints received by the City and/or the Proposer, vehicle maintenance strategies, safety focused on preventing and addressing vehicle and passenger accidents, maintaining clean vehicle appearance at all times, effective run-cutting, maintaining employee morale and sense of teamwork, and resolution of on-street issues. All complaints received by contractor must be immediately logged into The City Minibus Complaint Database.
- iii. Provide a work schedule for dispatchers, and road supervisors required to ensure adequate coverage during all service hour.
- iv. Describe procedures as to how Proposer will handle and report accident/incident including passenger-related occurrences investigations and reports of same to City. The City Community Shuttle Program, requires the following, (at a minimum), procedures be followed when accidents/incidents occur: a verbal communication via phone call from Proposer to the City within twenty-four (24) hours of occurrence,

- followed by a written report within seventy-two (72) hours to include a police report, if available, and/or City accident or incident report. City must report all accident/incident to County.
- v. Provide a sample, comprehensive Drivers Manual that would address the following in detail:
- (a) Driver Qualifications (job description, training requirements, evaluation/discipline process, licensing requirements, minimum guidelines for performance, etc.).
 - (b) Driver Duties (including pre and post trip inspections, marketing/outreach support, dress code, incident/accident reporting, mileage and hours reporting, and passenger counts, etc., usage of Vehicle Technology Package (AVL/CAD equipment, announcement of stops, etc.);
 - (c) General Rules and Policies (work rules, personnel policies including absenteeism and extra-board procedures,, procedures for taking vacation/sick time, employment agreements, substance abuse awareness, employee benefits/assistance program, traffic/safety rules, late/missed trip policies, procedures for communication between operators and management on operational policies, any other topic required by local, state or federal laws/regulations such as announcing stops and other ADA compliance measures);
 - (d). Vehicle Orientation (Standard Operating Procedures including public address system, AVL/CAD System, electronic head signs, wheelchair lift operation, kneeling, radio/communication procedures, safety policies while on duty on the City Community Shuttle property and in vehicles, driving theory on defensive driving and accident avoidance, disability awareness/sensitivity and methods for assisting passengers with disabilities, and all other policies/procedures critical for the efficient and safe operation of the City vehicle fleet equipment.)
 - (e) The Drivers Manual will be attached as an appendix to the proposal.
 - (f) Proposer is responsible for helping the City with the tracking, collecting, and preparing of National Transit Database (NTD) report data.
- c. Maintenance Plan
- i. Proposer should provide a comprehensive Management Plan for the City Community Shuttle Service, for phases 1, and 2, accordingly to the vehicle fleet vendors recommended preventive maintenance plan, and the Florida Department of Transportation Preventative Maintenance Standard Manual. Edition 4.1, August 2017, attached as **Exhibit N**.
 - ii. The Maintenance Plan shall detail how the following areas will be addressed, including how Maintenance activity will be documented with the support of the Maintenance Software that he chooses to use:
 - Preventive Maintenance Inspections, per OEM recommended schedule or better, including miles and dates due/performed
 - General repairs, including work orders, time spent, parts, etc. by date and bus
 - Minimum parts inventory and value, and parts (and values) consumed per bus (work orders). Parts must be OEM unless approved by the County in advance.

- Optimal scheduling of maintenance activities (where possible) to ensure maximum fleet readiness
 - Major Component rebuild or replacement, including expected expenses and strategies for eliminating or limiting the need for major component replacements
 - Bus washing plan, including who/when and how often at a minimum
 - Specialized equipment repairs, including Gasoline or Propane fueled Buses, EV Electric Buses, EV Charging Stations, and bus equipment: AVL/CAD systems, automatic passenger counters (APCs) destination signs, HVAC, video monitoring systems, and other bus systems.
 - State of Florida Transit Administration and Compliance.
 - Provide maintenance procedures for responding to on-street major and other mechanical service failures (road calls), with plan to minimize adverse effects on route service.
- iii. Provide the goals and objectives of the maintenance program such as reducing the frequency of road calls and reducing/tracking maintenance cost compared to operating cost and reducing the frequency and severity of major component failures. The plan should define how such goals and objectives will be achieved and how progress towards meeting them will be tracked and reported to the City.
 - iv. Provide number and type of personnel proposed for each type of maintenance function, including service, cleaning, general repair, preventive maintenance, parts, etc. In addition, convert these numbers to the mechanic-to-bus ratio.
 - v. Submit the procedures that Proposer will use to ensure internal maintenance quality control and follow-up and indicate the individual(s) responsible for this activity. Describe Proposer's fleet maintenance software and how it will support the quality control.
 - vi. Indicate how maintenance reporting requirements will be met. All maintenance must meet The City, County, FTA, and DOT regulations and requirements. Proposer will be required to submit various maintenance data to the City and BCT with reports in electronic or written format as required by the City or BCT.
 - vii. Describe process for submission of maintenance data to the City and BCT.
 - viii. Contractor must provide ancillary equipment for vehicle maintenance, warranty management, and maintain 3rd party vendor support on behalf of the City.
- d. Proposed Safety Plan
- Awarded contractor must develop and adopt a System Safety Program Plan ("SSPP") and Security Program Plan ("SPP") that comply with the requirements set forth in Chapter 14-90. **Exhibit M.** The SSPP and the SPP shall be provided to County prior to providing Community Shuttle Service.
- Awarded contractor shall permit inspections, and safety and security review by BCT and the State of Florida, and comply with the adopted SSPP and SPP to ensure that safety inspections have been performed no less than biannually on all vehicles in compliance with Chapter 14-90

Awarded contractor must report to the City all accidents or incidents, including passenger-related occurrences, and any non-routine events within twenty-four (24) hours via phone call and follow up with written notification via e-mail correspondence within seventy-two (72) hours to include a police report, if available, and/or City accident or incident report. If any accident or incident requires a passenger to be transported from the scene, immediately call the City. City will report the accidents or incidents to the County.

e. **Proposed Training Program**

If the awarded Contractor has his own Operator Training Program it must be consistent with County Training Program and has to be approved by Broward County. Contractor will be required to send the Drivers Certificates of Completion of training to the City. If the awarded contractor does not have a training program approved by the County, vehicle operators must successfully complete the County's Operator Training program prior to operating any Vehicle(s) to provide the Community Shuttle Services. Vehicle operators shall be retrained every two (2) years during the term of the Contract Agreement, (refresher training). Additional training will be required for vehicle specific operation and maintenance at each phase and is further described in the proposed agreement below.

f. **Proposed Start-Up Program**

Proposer shall provide a comprehensive, detailed plan of how all start-up tasks, and transition from Phase 1 to Phase 2 tasks shall be completed. This plan shall address the activities and procedures that will be followed to ensure the smooth transition from phase 1 to phase 2, and start-up of services for each phase. The plan should document recruitment and training schedules, acquisition of necessary equipment, licenses, and all other activities necessary to implement a successful Community Shuttle service program. This plan shall include a detailed scope and schedule (chronology/calendar) and explanation of all items listed. The end date of the start-up plan shall be the service start date for each of the project phases.

9. Drivers

- a. Drivers are required to attend and successfully complete Broward County's training program for drivers in Broward County's Community Shuttle Program or an approved equivalent type of program.
- b. Drivers employed by the Contractor during the term of the Agreement must be properly licensed operators. The drivers must have the qualifications as required by the State of Florida and the County. All drivers must, during the term of the Agreement possess the following qualifications and adhere to the following standards. Contractor must immediately dismiss any driver from performing services under the Agreement if driver fails to maintain said qualifications or standards as listed below:
- c. Minimum age for driver shall be twenty-one (21) years.
- d. Drivers must possess a valid Florida commercial driver's license as required by law.

- e. Drivers must have no more than one (1) moving violations or accidents (counted individually or combined) within a three (3) year period. Drivers must have no history of a conviction for a DUI, DWI, or possession, control, or distribution of an illegal substance. Additionally, drivers must have no history of felony convictions. Finally, in the event a law enforcement agency charges a driver with any of the foregoing, upon receipt of knowledge of such fact, the driver involved will be suspended.
- f. Medical examination for Drivers, are required for all applicants to driver positions and for existing drivers. Medical examination requirements shall include a pre-employment examination for applicants, an examination at least once every two years for existing drivers, a return to duty examination for any driver prior to returning to duty for 30 or more days due to illness, medical condition, or injury. Medical Examination for Drivers must attend 14-90.041 regulations.

10. County Program

- a. Contractor must operate the service subject to Broward County Transit's Community Shuttle Program and agree to be governed by terms of inter-local agreement between City and County in effect at the time of award of contract.
- b. Contractor must provide the City will all reports and documents necessary to satisfy the terms of the inter-local agreement between City and County in effect at the time of award of contract and any amendments thereto

11. Americans with Disabilities Act (ADA) Compliance

- a. Contractor and all vehicles are required to comply with all applicable requirements of the Americans with Disabilities Act (ADA) at all times while vehicles are being used for public transportation.
- b. Contractor will be required to provide certification of a Drug Free Workplace Program; and contractor is required to comply with all applicable requirements of the US Department of Transportation (DOT) regulations, including regulations for drug and alcohol testing.

12. Reporting and Recordkeeping Requirements

Contractor shall maintain for Five (5) years a complete and accurate records of all operator services and other agreement activities carried out during the aagreement period. Contractor shall maintain records of all maintenance of Vehicles used to provide the work.

The Contractor must supply the following reports to COHB as indicated on the ILA. The format of these reports shall be developed by the Contractor and subject to the review and approval of the COHB.

- a. Immediately
 - Loss of life or property, injuries, stoppage, or major disruption of service.

- Any order imposed by a competent regulatory authority which prevents the continuation of service.
 - Vehicle breakdown (within 15 minutes of the Vehicle being taken out of service).
 - Recommend service advisories to be posted on the City Tracker App dashboard for any changes in service (including additional Holiday service, changes in route times/scheduling, detours, emergency service, etc.)
- b. Daily
- Provide a Pull-out Report each morning as soon as possible
 - Vehicle down list indicating each Vehicle currently out of service, the reason why, and an estimated date when it will return to regular services
 - Provide copy of the Pre-Trip/Post-Trip Inspection form signed by driver, and supervisor for the preceding day
- c. Weekly
- Contractor must enter Repair Logs into a form acceptable by the COHB (i.e. Broward County's Asset Works online database) for the prior week.
 - Provide copies of the Driver's Per Route Passenger Count Forms for the preceding week.
 - County to provide Driver's Per Route Passenger Count Forms.
- d. Monthly (by the tenth (10th) day of each month)
- Contractor must record the Vehicle name, beginning and ending odometer reading, number of passengers entering and exiting the Vehicle at each stop on each half hour period, total passengers transported each day, and total monthly passengers.
 - Contractor must provide this information in an electronic spreadsheet format for the previous month.
 - Total monthly revenue miles per route.
 - Total monthly deadhead miles per route.
 - Starting and ending odometer reading for each Vehicle for the month
 - List of operators' names, hire date, date of birth, applicable license number, license expiration date, and most recent training date
 - Signed Safety & Security report
 - Results of any drug and alcohol tests
 - Down time displayed in a table format to include Date, Time, and Reason as columns
 - Total fuel usage per Vehicle
 - Any requested information for new vehicles for testing purposes.
- e. Yearly (by October 15th of each year)
- Vehicle inventory including year-end odometer readings for each Vehicle.
 - National Transit Database reporting requirements, including:
 - Detailed inventory and odometer reading on each revenue service vehicle.

- Annual report of system statistic including ridership, vehicle and revenue service hours, and miles, City demographics/census, expenses and revenue reported annually by January 31st for the previous fiscal year
 - Signed Safety & Security Plan
 - Safety and Security Certificate
- f. City to approve reporting to be provided by the Technology Package installed on the Vehicle Fleets
- g. Drivers medical examination certificates must be provided to the County according to Chapter 14-90.0041 regulations.
- h. Inspection and Maintenance Records to be provided to fulfill requirements accordingly to Section 3.9 of Broward County and City ILA

MINIMUM QUALIFICATION REQUIREMENTS (MQRs):

1. This RFP contains Minimum Qualification Requirements (MQRs) which the proposing Firm and/or all firms that will be part of the project **must** meet in order for the Firm's response to be considered responsive.
2. **Please read the MQRs to ensure Firm meet these requirements prior to submitting a response to this RFP.**
3. **All Minimum Qualification Requirements (MQRs) must be submitted with Firm's response.**
4. Please note that the information for the Projects/Contracts for MQR # 2 Previous Experience and projects must be the same as the Projects/Contracts provided within the [Reference Form](#).
5. Proposing Firm that do not comply with MQRs will be determined non-responsive and disqualified from the evaluation process and their proposal will not be evaluated.
6. The Proposing Firm(s) awarded any contract as a result of this RFP will be required to maintain the Minimum Qualification Requirements (MQR) #1 during the term of the contract and any contract renewals.

Minimum Qualification Requirement # 1: Years in Business Sunbiz:

- a. Proposer must be incorporated through Sunbiz with a status of "Active".
- b. Provide a copy of Proposer's Sunbiz with your response showing a date filed of year **2020** or earlier.

Minimum Qualification Requirement # 2: Previous Experience and projects:

Please note that the information for the projects below must be the same as the services/projects provided within the [Reference Form](#).

- 2a. Proposing Firm and/or named parties to the project for the response to this RFP must have **performed three (3) different projects with different organizations/entities/companies** of similar size and scope as being requested in this RFP **since 2018**.
- 2b. **Proposer must provide proof of the performed three (3) Projects since 2018 using the charts below.**
- 2c. Please note that the information for the projects below must be the same as the services/projects provided within the [Reference Form](#).

MQR # 2. Name and Location of Project # 1:	
Name of the Firm that was awarded the Contract. Explain the role of such firm for the response to this RFP.	
Date when Project started.	Month: Year:
Date when Project ended.	Month: Year:
Name of entity for which services were provided to.	
Updated contact name, phone and email for Project Manager where services were provided to.	
Provide detailed information about the scope of work your Firm provided during this Project. Such must be similar and address the scope of work as required and addressed in MQR # 2, as well as, the scope of work required and addressed in this RFP.	
Proposing Firm and/or named parties to the project for the response to this RFP must have <u>performed three (3) different projects with different organizations/entities/companies</u> of	

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similar size and scope as being requested in this RFP <u>since 2018.</u>	
MQR # 2. Name and Location of Project # 2:	
Name of the Firm that was awarded the Contract. Explain the role of such firm for the response to this RFP.	
Date when Project started.	Month: Year:
Date when Project ended.	Month: Year:
Name of entity for which services were provided to.	
Updated contact name, phone and email for Project Manager where services were provided to.	
<p>Provide detailed information about the scope of work your Firm provided during this Project. Such must be similar and address the scope of work as required and addressed in MQR # 2, as well as, the scope of work required and addressed in this RFP.</p> <p>Proposing Firm and/or named parties to the project for the response to this RFP must have <u>performed three (3) different projects with different organizations/entities/companies</u> of similar size and scope as being requested in this RFP <u>since 2018.</u></p>	

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MQR # 2. Name and Location of Project # 3:	
Name of the Firm that was awarded the Contract. Explain the role of such firm for the response to this RFP.	
Date when Project started.	Month: Year:
Date when Project ended.	Month: Year:
Name of entity for which services were provided to.	
Updated contact name, phone and email for Project Manager where services were provided to.	
<p>Provide detailed information about the scope of work your Firm provided during this Project. Such must be similar and address the scope of work as required and addressed in MQR # 2, as well as, the scope of work required and addressed in this RFP.</p> <p>Proposing Firm and/or named parties to the project for the response to this RFP must have <u>performed three (3) different projects with different organizations/entities/companies</u> of similar size and scope as being requested in this RFP <u>since 2018.</u></p>	

COST PROPOSAL:

The City is requesting Firms to provide the following costs options:

- a. Option 1 – Contractor to operate, maintain, and manage the Community Shuttle Service Program for each of the specified for **Phase 1** Routes, and the City will supply the Propane Fueled shuttle buses. Contractor to provide AVL/GPS and Smart Phone Application
- b. Option 1A – Contractor to operate, maintain, and manage the Community Shuttle Service Program for each of the specified for **Phase 1** Routes, and the City will supply the Gasoline Fueled shuttle buses. Contractor to provide AVL/GPS and Smart Phone Application.
- c. Option 1B – Contractor to operate, maintain, and manage the Community Shuttle Service Program for each of the specified for **Phase 1** Routes, and the City will supply the Propane Fueled shuttle buses. County to provide the Technology Package
- d. Option 1C – Contractor to operate, maintain, and manage the Community Shuttle Service Program for each of the specified for **Phase 1** Routes, and the City will supply the Gasoline Fueled shuttle buses. County to provide the Technology Package
- e. Option 2 – Contractor to operate, maintain, and manage the Community Shuttle Service Program for each of the specified for **Phase 2** Routes, and the City will supply the EV Electrical Transit shuttle buses, and Battery Charging Stations. Contractor to provide the Technology Package.
- f. Option 2 A – Contractor to operate, maintain, and manage the Community Shuttle Service Program for each of the specified for **Phase 2** Routes, and the City to provide the EV Electrical Community Transit shuttle buses, Battery Charging Stations, Bus Video Surveillance System, and Communication Radio, Contractor to Provide AVL/GPS, Wi-Fi System and Smart Phone Application, unless County provides the Technology Package.
- g. The City will consider all cost options to determine which Options best serves the City's needs and will award the Contract based on the City's best interest.

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TOTAL SERVICE HOURS PER ROUTE PER YEAR PER PROJECT PHASE			
PHASE 1: FIXED PRICING.			
<u>Service Option 1 For Phase 1</u>	Hourly Rate	Estimated # of Hours	Total Annual Cost
Route 1-3	\$	16,169.97	\$
Route 4	\$	4,573.87	\$
TOTAL ANNUAL COST FOR ROUTES 1 TO 4 OPTION 1 PHASE 1			\$
<u>Service Option 1A For Phase 1</u>	Hourly Rate	Estimated # of Hours	Total Annual Cost
Route 1-3	\$	16,169.97	\$
Route 4	\$	4,573.87	\$
TOTAL ANNUAL COST FOR ROUTES 1 TO 4 OPTION 1A PHASE 1			\$
<u>Service Option 1B For Phase 1</u>	Hourly Rate	Estimated # of Hours	Total Annual Cost
Route 1-3	\$	16,169.97	\$
Route 4	\$	4,573.87	\$
TOTAL ANNUAL COST FOR ROUTES 1 TO 4 OPTION 1B FOR PHASE 1			\$
<u>Service Option 1C For Phase 1</u>	Hourly Rate	Estimated # of Hours	Total Annual Cost
Route 1-3	\$	16,169.97	\$
Route 4	\$	4,573.87	\$
TOTAL ANNUAL COST FOR ROUTES 1 TO 4 OPTION 1C FOR PHASE 1			\$
PHASE 2: FIXED PRICING.			
<u>Service Option 2 For Phase 2</u>	Hourly Rate	Estimated # of Hours	Total Annual Cost
Route 1-3	\$	27,414.48	\$
Route 4	\$	8,779.52	\$
TOTAL ANNUAL COST FOR ROUTES 1 TO 4 OPTION 2 FOR PHASE 2			\$
<u>Service Option 2A For Phase 2</u>	Hourly Rate	Estimated # of Hours	Total Annual Cost
Route 1-3	\$	27,414.48	\$
Route 4	\$	8,779.52	\$
TOTAL ANNUAL COST FOR ROUTES 1 TO 4 OPTION 2A FOR PHASE 2			\$

I, _____,
 Name of authorized Officer per Sunbiz and/or legal documentation Title

of _____

Name of Firm as it appears on Sunbiz and/or legal documentation

hereby attest that I have the authority to sign this notarized certification and certify that the above referenced information is true, complete and correct.

Signature_____
Date**BACKGROUND INFORMATION FOR THE CITY OF HALLANDALE BEACH:**

The City of Hallandale Beach is a City Manager/City Commission form of government. It serves an area of approximately 4.4 square miles with a population of approximately 39,000 off –season with an increase in population to approximately 50,000 during season. The City’s fiscal year begins October 1 and ends September 30.

The City provides the following services to its residents:

- Police, Fire and Rescue.
- Construction and maintenance of streets, bridges, sidewalks, storm drainage, parks, community and recreational facilities.
- City planning, zoning, subdivision and building code regulation and enforcement.
- Supervised recreation programs
- Redevelopment of commercial and residential neighborhoods; and
- Water, Sewer, Sanitation and municipal cemetery services.

The City of Hallandale Beach is a Commission-Manager form of government, consisting of five (5) elected officials: a Mayor, a Vice-Mayor and three (3) Commissioners who establish legislative policies; which are then carried out by the City Manager. The Commissioners and Mayor are elected at-large during municipal elections that are held the first Tuesday of November in even numbered years. Commission members select the Vice-Mayor from their own membership following each election.

DEFINITIONS:

“Addenda or Addendum” means additional directions, modifications and alternations to solicitation which is issued as separate document prior to the time of receipt of Bids or proposals

“Award” means the acceptance of a proposal, offer or proposal by the proper authorized designee. The City Commission must approve all awards over the purchasing authority of the City Manager, except for emergency purchases.

“City” the City of Hallandale Beach (COHB) or the City Commission, a municipal corporation of the State of Florida.

“City’s Project Manager” means the City’s representative duly authorized by the City Manager to provide direction to the Contractor regarding services provided pursuant to this RFP and the Contract.

“Contract” and “Contract Documents” means the Agreement for this Project to be entered between the City and the Successful Proposer/Contractor.

“Notice to Proceed” means the written notice given by the City to the Contractor of the date and time for work to start.

“Proposal” means the proposal or submission submitted by a Proposer.

“Proposer” means one who submits a Proposal in response to a solicitation.

“Proposal Documents” the Request for Proposals, Instructions to Proposers, Technical specifications, plans and attachments and the proposed Contract Documents (including all Addenda issued prior to the opening of Proposals).

“Addenda or Addendum” means additional directions, modifications and alternations to solicitation which is issued as separate document prior to the time of receipt of Bids or proposals

“Award” means the acceptance of a proposal, offer or proposal by the proper authorized designee. The City Commission must approve all awards over the purchasing authority of the City Manager, except for emergency purchases.

“City” the City of Hallandale Beach (COHB) or the City Commission, a municipal corporation of the State of Florida.

“City’s Project Manager” means the City’s representative duly authorized by the City Manager to provide direction to the Contractor regarding services provided pursuant to this RFP and the Contract.

“Contract” and “Contract Documents” means the Agreement for this Project to be entered between the City and the Successful Proposer/Contractor.

“Notice to Proceed” means the written notice given by the City to the Contractor of the date and time for work to start.

INSURANCE REQUIREMENTS:

The awarded Proposer(s) will be required to obtain and maintain the insurance requirements as set forth below in the City's Form Agreement. Insurance requirements must be held for the life of the Contract. The Certificate of Insurance will be required to be provided within the time specified in the notification provided by the Procurement Department after award of contract by the Commission. The requirements for insurance are stated below, City's Form Agreement, Article 5. Broward County to be named as Policy Holder.

Contractor agrees to maintain, on a primary basis and at its sole expense, at all times during the life of any resulting contract the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations *assumed* by Contractor under any resulting contract.

Commercial General Liability Contractor agrees to maintain Commercial General Liability at a limit of liability not less than **\$1,000,000** Each Occurrence, **\$2,000,000** Annual Aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.

Business Automobile Liability Contractor agrees to maintain Business Automobile Liability at a limit of liability not less than **\$5,000,000** Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Worker's Compensation Insurance & Employers Liability Contractor agrees to maintain Worker's Compensation Insurance & Employers Liability in accordance with Florida Statute Chapter 440.

Additional Insured Contractor **agrees to** endorse City as an Additional Insured with a CG 2026 07 04 Additional Insured – Designated Person or Organization endorsement or CG 2010 19 01 Additional Insured - Owners, Lessees, or Contractors – Scheduled Person or Organization or CG 2010 07 04 Additional Insured - Owners, Lessees, or Contractors – Scheduled Person or organization in combination with CO 2037 07 04 Additional Insured - Owners. Lessees Contractors- Completed Operations, or similar endorsements, to the Commercial General Liability. The Additional Insured shall read "City of Hallandale Beach" and "Broward County."

Waiver of Subrogation Contractor agrees by entering into this contract to a *Waiver of Subrogation* for each required policy herein. When required by the insurer or should a policy condition not permit Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Contractor agrees to notify *the* insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a

condition specifically prohibiting such an endorsement, or voids coverage should Contractor enter into such an agreement on a pre-loss basis.

Certificate(s) of Insurance Contractor agrees to provide City a Certificate(s) of Insurance evidencing that all coverages, *limits* and endorsements required herein are maintained and in full force and effect. Said Certificate(s) of Insurance shall include a minimum thirty **(30)** day endeavor to notify due to cancellation or non-renewal coverage. The Certificate Holder address shall read:

City of Hallandale Beach
Risk Manager
400 South Federal Highway
Hallandale Beach, FL 33009

Broward County

Umbrella or Excess Liability. Contractor may satisfy the minimum liability limits required above for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. Contractor agrees to endorse City as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance states the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

Right to Revise or Reject City reserves the right, but not the obligation, to revise any insurance requirement, not limited to limits, coverages and endorsements, or to reject any insurance policies which fail to meet the criteria stated herein. Additionally, City reserves the right, but not the obligation, to review and reject any insurer providing coverage due of its poor financial condition or failure to operating legally.

CONTRACT TERMS:

Phase 1 Term will commence upon the issuance by City of a Notice to Proceed with a maximum term of two (2) years plus one (1) renewal of one (1) year, if necessary. Phase 1 will end upon written notice from the CITY for the CONTRACTOR to proceed with Phase 2.

Phase 2 Term will start ten (10) business days after delivery of notice to CONTRACTOR by CITY that City has received, commissioned, and accepted the EV Electric Buses Fleet. Phase 2 will have a maximum term of five (5) years plus two (2) optional renewals of one (1) year each. Upon notice to proceed with Phase 2, the CONTRACTOR shall make Drivers available for EV training, as more specifically described below. Driver's shall commence use of the EV buses only after completion of training.

Included herein is a proposed agreement for the contracting of the services sought by this RFP. Any variances to the proposed agreement must be noted on the Variance form pursuant to the Variance instructions below. The City reserves the right to negotiate and amend the proposed agreement prior to execution

Any contract awarded as a result of this RFP may be cancelled by the City within thirty (30) days with a written notice by the City of Hallandale Beach.

The Contractor shall not assign, transfer or sub-contract any work either in whole or in part, without prior written approval of the City.

The submittal responses shall be valid until City Commission awards a contract as a result of this RFP. City reserves the right, where it may serve the City of Hallandale Beach's best interest, to request additional information or clarification from Proposers.

Notwithstanding anything to the contrary contained herein, the City of Hallandale Beach reserves the right to waive formalities in any proposal and further reserves the right to take any other action that may be necessary in the best interest of the City. The City further reserves the right to reject any or all proposals, with or without cause, to waive technical errors and informalities or to accept the proposal which in its judgment, best serves the City of Hallandale Beach.

CONFLICT OF INTEREST:

If you are an employee, board member, elected official(s) or an immediate family member of any such person, please indicate the relationship on the Conflict of Interest Notification Requirement Questionnaire provided in the [Form's Section](#). Pursuant to the City of Hallandale Beach Standards of Ethics, any potential conflict of interest must be disclosed and if requested, obtain a conflict of interest opinion or waiver from the City Commission prior to entering into a contract with the City of Hallandale Beach.

EVALUATION PROCESS AND CRITERIA:

Process

The proposal must address all points outlined in the specifications of this RFP. The proposal must provide clear and concise information of the proposer's capability to satisfy the requirements of the RFP. The substance of the proposals will carry more weight than their form or manner of presentation.

The Evaluation Committee will utilize the criteria below to rate the Firm's proposal. Upon review of the proposals by the evaluation committee, oral presentations may be required.

**COMMUNITY SHUTTLE MAINTENANCE
AND OPERATION SERVICES**

Criteria

The recommendation(s) for award shall be made to the City Commission, by the City Manager, of the responsible and responsive proposer(s) whose proposal is highest rated by the Evaluation Committee.

Number	Evaluation Criteria	Maximum Potential Points
1.	MINIMUM QUALIFICATION REQUIREMENTS (MQRs) – this criterion has no points. In order to be considered for award and to be further evaluated, Firm must meet or exceed the stated criteria as of the opening date of the proposal. The Firm is responsible for providing the information in its response. There will be no points awarded for meeting the Minimum Qualification Requirements.	Ensure Firm provides all the MQRs within Firm's submittal
2.	Firm's Qualifications and experience	15
3.	Drivers and Project Manager Experience	15
4.	Past Performance References	15
5.	Approach to the Project	15
6.	Cost Proposal	15
7.	Service Provision	15
8.	Mandatory Site Visit to Firm's Site and Oral Presentations (if held)	10
	Total Points	100

INSTRUCTIONS FOR SUBMITTAL OF RESPONSES:

- a. Proposers are to submit responses on a Universal Serial Bus (USB) drive only. **Provide two (2) USB drives with your proposal.**
- b. The files on the USB drive must be in a searchable adobe format (.pdf file).
- c. No other form of submission is acceptable, including hardcopy (paper), CDs, e-mail, etc.
- d. **Proposers must make sure that the pdf files provided are searchable prior to submission.**
- e. Do not place passwords on the USB drive.

Section below, Proposal Format, outlines the format to be followed for responses to this RFP.

PROPOSAL FORMAT:

The following format must be followed when submitting responses to the RFP.

The following format must be followed by Firms submitting responses to the RFP. Firm's response must provide all information requested below for items # 1 through # 11.

Firm's non-compliance to the outline below will hinder the Evaluation Committee's ability to find the responses to the RFP and could cost Firm points for information that is not easily found.

While additional data may be presented, the information requested in items #1 through #11, must be included in Firm's proposal. The items below represent the criteria by which the proposals will be evaluated.

1. **Title Page**

Provide the RFP # and title, the Firm's name; the name, address, telephone number and email of the contact person; and the date of the proposal.

2. **Table of Contents**

Include clear identification of the material by section and by page number.

3. **Transmittal Letter (2-page limit)**

- a. A transmittal letter must be provided briefly stating the proposer's understanding of the work to be done, the commitment to perform the work within the required time period, a statement why the Firm believes they are the best qualified to perform the work and a statement that the proposal is a firm and irrevocable offer until such time as City Commission awards a contract as a result of this RFP.
- b. The transmittal letter must be signed by a duly authorized officer(s) of your Firm, as registered with the state's authorizing department. This section should include any and all certifications that designate the company's right to do business within the State of Florida, Broward County, and the City of Hallandale Beach.
- c. Provide the names of the persons who will be authorized to make representation for the Proposer, their titles, addresses, telephone numbers and email addresses.
- d. Provide the name of the Project Manager who will be the direct point of contact during the term of the Agreement.

4. **Minimum Qualification Requirements (MQRs):**

If Firm does not provide all the required MQR information, Firm's proposal will not be reviewed/evaluated, and Firm's submission will be disqualified. Address in detail each MQR in order for be considered for the project.

Firm must meet all MQRs and provide all MQRS in order to be Firm's proposal to be reviewed/evaluated, and submission not determined non-responsive.

5. Firm's Qualifications and Experience

- a. Indicate the Firm's number of years of experience in providing the required services. The proposal must demonstrate the qualifications and experience of the Firm.
- b. The proposal should indicate the total number of employees of the Firm, the staff to be employed for the City's Project on a full-time basis, and the number of the staff to be employed on a part-time basis.
- c. Provide a list of government and private clients your Firm has on contract through 2023. Please provide the dollar amount of each contract and a brief description of the services.
- d. Specify the Firm's particular area of expertise and how those strengths will benefit the City.
- e. Specify what unique circumstances set the Firm apart from others who perform the same or similar services.

6. Drivers and Project Manager Experience

- a. Discuss the approach to providing qualified drivers at the levels and number to adequately perform services.
- b. Discuss the ability to have adequate back-up staff available should normal or day to day staffing personnel do not meet the level of expectation to perform assigned duties due to illness or other absences.
- c. Provide the name of the person who will be assigned to the City as the principal point of contact and having authorization to make representations and agreements on behalf of the Firm.
- d. Describe the responsibilities of the management that will perform the work.
- e. List the name, title or position, and duties of management or senior position that will be assigned to this Project. For each individual, include qualifications and experience that demonstrates the person's knowledge and understanding of the type of services to be performed.

7. Approach to the Project

- a. Firm must demonstrate in their Proposal the approach to the Project for the work required, including, but not limited to:
 - i. Staffing
 - ii. Facilities
 - iii. Fleet
 - iv. Innovative solutions
 - i. Meet or exceed Broward County's vehicle standards for clean fuel propane buses or use a greener technology such as hybrid and electric power.
 - ii. Marketing and advertisement plan to increase ridership
 - iii. Strategy to reduce and address passenger complaints
 - v. Proposed schedules
 - vi. Performance benchmarks,
 - vii. Operational plans
 - viii. Vehicle Replacement Plan
 - ix. Security plans
 - x. Bus cleaning and refurbishing schedule

8. Cost Proposal

The cost proposal will be evaluated based on the Cost Proposal Sheet as provided above.

The Cost Proposal Sheet must be utilized for the submission of your firm's Cost.

- a. The City will consider all cost options to determine which Options best serves the City's needs and will award the Contract based on the City's best interest.
- b. The City reserves the right to increase or decrease the service routes and/or estimated # of hours to meet its available budget using the hourly rate prices.

9. Service Provision

- a. Provide detailed information on the Proposing Firm's ability to:
 - i. Provide parking, vehicle operation and vehicle maintenance for Phase 1.
 - ii. Perform all required mechanical maintenance on vehicles, including provision of fuel (gasoline or propane) and or electrical energy, and interior/exterior cleanings.
 - iii. Ensure any driver hired must meet the qualifications and requirements imposed by the City, the County, State and Federal per Florida Statute

Section 14.90 Equipment and Operational Safety Standards for Bus Transit System.

- iv. Recommend methods of decreasing headway, increasing routes, increasing ridership, connecting to public facilities, or any other methods of improving services.
- v. Track the vehicles with a type of global positioning system (GPS).
- vi. Have a mechanism to clearly announce stops in case of any problems with the Technology Package that is required.
- vii. Maintain a log of rider's concerns to be made available to the City's Project Manager monthly.
- viii. Attend a gasoline/propane fuel training class (scheduled by BCT) prior to release of buses to the City.
- ix. To provide in a short notice a fleet of five (5) Community Shuttle Vehicles not older than 3 years or no more than 150,000 miles, with excellent maintenance records and conditions, to provide operations until any of new fleets will arrive and continue servicing the four (4) City Routes, and to provide list of the available vehicle fleet.
- x. Provide a Technology Package (hardware, software, and reporting) as follows automatic vehicle locators (AVL), computer aided dispatching (CAD) global positioning systems (GPS), mobile data computers (MDC) collectively referred to as "AVL/MDC Equipment", Automatic Passenger Counters ("APC Equipment"), Automatic Bus-Stop Announcement, and wireless fidelity (Wi-Fi Equipment) in all Vehicle(s).
- xi. Wrap vehicles with a design provided by the City after approval by County.
- xii. Include any service request in addition to the scheduled Community Shuttle Service including but not limited to special events needed to promote the Community Shuttle Program.

10. Mandatory Site Visit to Proposer's Site and Oral Presentations (if held)

The City of Hallandale Beach will be conducting a mandatory site visit of proposer's site. The City of Hallandale Beach is expecting that proposer be available for a mandatory site visit. **Proposer must be ready for the mandatory site-visit within 24 hours notice from the City.**

If the proposers location is not in South Florida, proposer must be ready to conduct a virtual mandatory site-visit for the Evaluation Committee.

The Evaluation Committee will rate this criterion according to Site Visit.

If Oral presentations are held, the Evaluation Committee will rate all aspects of criteria.

11. Required Forms

Proposing Firm must complete and include all forms within the proposal and submit on USB drive:

- a. Form A: [Proposal Submitted by Form](#)
- b. Form B: [Variance Form](#)
- c. Form C: [Legal Proceedings Form](#)
- d. Form D: [Public Entity Crime Form](#)
- e. Form E: [NA](#)
- f. Form F: [Conflict of Interest Notification Requirement Questionnaire](#)
- g. Form G: [Drug Free Workplace Form](#)
- h. Form H: [Anti-Kickback Affidavit](#)
- i. Form I: [Confidentiality Form](#)
- j. Form J: [Request to Withdraw Proposal Form](#)
- k. Form K: [Unable to Submit a Response](#)
- l. Form L: [Reference Form](#)
- m. [Addenda, if any.](#)

ORAL PRESENTATIONS:

Oral presentations may be scheduled with the Proposer(s) as requested by the Evaluation Committee. The oral presentations are exempt from the public meeting requirements of s. 286.011 F.S., however will be recorded for public record purposes in accordance with sec. 119.07(1) F.S. as amended.

Oral presentations are to support what has been provided in the proposals by each Proposer and to exhibit and otherwise demonstrate and clarify and expand on the information contained therein. The City reserves the right, where it may serve the City of Hallandale Beach's best interest, to request additional information and clarification from Proposers. Sufficient time will be provided to submit this information.

After Oral Presentations, the proposals will be evaluated by the Evaluation Committee to obtain the results for recommendation to award the Contract.

All proposals must be submitted in accordance with the Request for Proposals (RFP) document which may be obtained online at www.cohb.org/solicitations.

SUBMITTAL DUE DATE AND INFORMATION:

RESPONSES ARE DUE: SEPTEMBER 21, 2021 NO LATER THAN 11:00 AM.

RESPONSES MUST BE SUBMITTED IN A SEALED ENVELOPE AND MUST BE MAILED OR HAND DELIVERED TO THE ADDRESS IN THE BOX BELOW.

All must plan to obtain access to the City Clerk's Office without being late. No late responses will be accepted.

SEALED ENVELOPES MUST BE SEALED AND LABELED AS FOLLOWS:

CITY OF HALLANDALE BEACH
OFFICE OF THE CITY CLERK
INSERT NAME OF PROPOSER
400 SOUTH FEDERAL HIGHWAY – 2ND FLOOR – SUITE 204
HALLANDALE BEACH, FL 33009
TITLED: RFP # FY 2020-2021-006
COMMUNITY SHUTTLE MAINTENANCE AND OPERATION SERVICES

LATE PROPOSALS WILL NOT BE ACCEPTED

IN-PERSON NON-MANDATORY PRE-PROPOSAL CONFERENCE:

For this RFP the City is holding a Non-Mandatory Pre-Proposal Conference. The Non-Mandatory Pre-Proposal Conference is held to explain in detail the RFP.

Non-Mandatory Pre-Proposal Conference is being held **August 19, 2021 at 11:00 AM.**

The conference will be held at the City Hall Commission Chambers.

It is strongly encouraged that Firms interested in proposing to this RFP attend the Pre-Proposal Conference as a tool to be successful in responding to the City's project. The Pre-Proposal Conference presents the opportunity for Firms to clarify anything within the RFP.

Questions will not be answered during this meeting. Proposers must submit all questions via email as stated below.

All documents for this RFP are found on the City's website at www.cohb.org/solicitations

Any person with a qualified disability requiring special accommodations at a pre-proposal conference, public meeting, oral presentation and/or opening shall contact the Office of the City

**COMMUNITY SHUTTLE MAINTENANCE
AND OPERATION SERVICES**


Clerk at (954) 457-1340, at least five (5) working days prior to the event. If you are hearing or speech impaired, please contact this office by using the Florida Relay Services which can be reached at 1 (800) 955-8771 (TDD).

Americans with Disabilities Act (ADA). The City complies with the provisions of the Americans with Disabilities Act. If you are a disabled person requiring any accommodations or assistance, please notify the Office of the City Clerk at (954) 457-1340 of such need.

LAST DAY FOR QUESTIONS AND CONTACT INFORMATION:

Any questions are to be submitted via email to the Senior Procurement Specialist, at gcuevas@cohb.org no later than **August 26, 2021 at 11:00 a.m.**

Answers to questions received before the deadline will be released via addendum. Changes, if any, to the scope of the services or RFP procedures will be transmitted only via written addendum and available on the City's website at www.cohb.org/solicitations. The Procurement Department may be contacted at (954) 457-1333. All contact shall be for clarification purposes only.

PROPOSERS ARE RESPONSIBLE TO CHECK THE CITY'S WEBSITE PRIOR TO SUBMITTING A RESPONSE TO ENSURE THAT THE PROPOSING FIRM HAS A COMPLETE RFP PACKAGE, INCLUDING ANY ADDENDA.

REQUEST FOR PROPOSAL (RFP) TENTATIVE SCHEDULE:

DATES SHOWN BELOW ARE TENTATIVE AND ARE NOT BINDING AND MAY BE SUBJECT TO CHANGE.

RFP DOCUMENT RELEASED	AUGUST 5, 2021
<u>NON-MANDATORY PRE-PROPOSAL CONFERENCE IN PERSON:</u> The conference will be held at the City Hall Commission Chambers. If proposing firm is attending meeting a sign in sheet will be available at City Hall Commission Chambers. No questions will be answered during this meeting. Please see last day for questions information below and submit all questions to email below.	AUGUST 19, 2021 11:00 A.M. CITY OF HALLANDALE BEACH CITY HALL COMMISSION CHAMBERS 400 SOUTH FEDERAL HIGHWAY HALLANDALE BEACH, FL 33009
<u>QUESTIONS DUE BY NO LATER THAN</u>	ALL QUESTIONS MUST BE EMAILED BY NO LATER THAN <u>AUGUST 26, 2021</u> BY NO LATER THAN 11:00 A.M.
DEADLINE FOR RECEIPT OF PROPOSALS	<u>SEPTEMBER 21, 2021</u> <u>BY NO LATER THAN 11:00 A.M.</u>

**COMMUNITY SHUTTLE MAINTENANCE
AND OPERATION SERVICES**

RESPONSES TO THE RFP MUST BE SUBMITTED TO THIS ADDRESS:

Sealed envelope must clearly provide your firm's company name, address, phone # and contact information and must be labeled with the RFP # and Name. Responses must be received by the City Clerk's Office.

Access to the building will require time for metal detector walk through, temperature taking, answering questions, and wearing of a face covering. All must plan to obtain access to the City Clerk's Office without being late. No late responses will be accepted.

**CITY OF HALLANDALE BEACH
OFFICE OF THE CITY CLERK –
2nd FLOOR SUITE 204
400 SOUTH FEDERAL HIGHWAY
HALLANDALE BEACH, FL 33009**

**NO LATE PROPOSALS WILL BE
ACCEPTED.**

**MANDATORY SITE VISIT TO PROPOSER SITE AFTER SUBMITTAL OF
PROPOSALS**

**The City of Hallandale Beach will be conducting a mandatory site visit of all
firm's/proposer's site after receipt of proposals.**

**Proposer must be ready for the mandatory site-visit within 24 hours notice from
the City.**

If the proposer's location is not in South Florida, proposer must be ready to conduct a **virtual** mandatory site-visit for the Evaluation Committee.

No questions will be answered at the firm's site visit during the evaluation.

EVALUATION OF PROPOSALS	SEPTEMBER 30, 2021 AT 9:30 AM
ORAL PRESENTATIONS – (IF REQUIRED)	TO BE DETERMINED
CONTRACT AWARD BY CITY COMMISSION – ESTIMATED	TO BE DETERMINED
PROJECT START DATE – ESTIMATED	TO BE DETERMINED

FORMS:

Proposing Firm must complete and include all the following forms within the proposal submission on the USB drive.

- a. Form A: [This Proposal Submitted by Form](#)
- b. Form B: [Variance Form](#)
- c. Form C: [Legal Proceedings Form](#)
- d. Form D: [Public Entity Crime Form](#)
- e. Form E: [NA](#)
- f. Form F: [Conflict of Interest Notification Requirement Questionnaire](#)
- g. Form G: [Drug Free Workplace Form](#)
- h. Form H: [Anti-Kickback Affidavit](#)
- i. Form I: [Confidentiality Form](#)
- j. Form J: [Request to Withdraw Proposal Form](#)
- k. Form K: [Unable to Submit a Response](#)
- l. Form L: [Reference Form](#)
- m. [Addenda, if any.](#)

FORM A: THIS PROPOSAL SUBMITTED BY:

COMPANY:	
ADDRESS:	
CITY, STATE, ZIP:	
TELEPHONE:	FAX NUMBER:
DATE OF RFP:	
E-MAIL ADDRESS:	
FEDERAL ID NUMBER:	
NAME & TITLE PRINTED:	
SIGNED BY:	

WE (I) the above signed hereby agree to furnish the item(s), service(s) and have read all attachments including specifications, terms and conditions and fully understand what is required.

The Request for Proposals, Specifications, Proposal Forms, and/or any other pertinent document form a part of this proposal and by reference made a part hereof. Signature indicates acceptance of all terms and conditions of the RFP.

FORM B: VARIANCE FORM

The Proposer must provide and state any and all variances to this RFP, specifications, the Terms and Conditions on this variance form (provide additional pages if necessary).

After award of Contract through City Commission, via Resolution, the awarded Firm's Variance Form will be reviewed by appropriate City Staff, the City Attorney and the Risk Manager. If the Variances presented by Firm are acceptable to the City a City Agreement will be routed to the awarded Firm for execution by the authorized officer per Sunbiz. The Project Manager will manage the execution of the agreement process. The fully executed Agreement will be required to be returned to the City of Hallandale Beach Procurement Department, Genesis Cuevas, via email gcuevas@cohb.org within five (5) business days from receipt of the email from the Procurement Department. Failure to provide a duly executed Agreement to the City within five (5) business days from receipt may result in loss of award.

Variances requested to either the RFP, Terms and Conditions and Agreement may result in the City rescinding award of Contract.

If Firm has no Variances, Firm must state "None" below. This form must be provided back in Firm's response.

FORM C: LEGAL PROCEEDINGS FORM

Proposing Firm **must** provide items a - e with response. Provide all applicable documents per category checked as an attachment. Firm must ensure response is addressing by title for each item a-e below. If an item(s) is not applicable, Firm must check off as applicable stating "N/A" and authorized officer per Sunbiz to provide signature.

- a. Arbitrations: List all arbitration demands filed by or against your Firm in the last five (5) years, and identify the nature of the claim, the amount in dispute, the parties and the ultimate resolution of the proceeding.

☐ Check here and provide documentation ☐ Check here if Not Applicable (N/A)

- b. Lawsuits: List all lawsuits filed by or against, your Firm in the last five (5) years, and identify the nature of the claim, the amount in dispute, the parties, and the ultimate resolution of the lawsuit.

☐ Check here and provide documentation ☐ Check here if Not Applicable (N/A)

- c. Other Proceedings: Identify any lawsuits, administrative proceedings, or hearings initiated by the National Labor Relations Board, Occupational Safety and Health or similar state agencies in the past five (5) years concerning any labor practices or project safety practices by your Firm. Identify the nature of any proceeding and its ultimate resolution.

☐ Check here and provide documentation ☐ Check here if Not Applicable (N/A)

- d. Bankruptcies: Has your Firm or its parents or any subsidiaries ever had a Bankruptcy Petition filed in its name, voluntarily or involuntarily? (If yes, specify date, circumstances, and resolution).

☐ Check here and provide documentation ☐ Check here if Not Applicable (N/A)

- e. Settlements: Identify all settlements for your Firm in detail in the last five (5) years.

☐ Check here and provide documentation ☐ Check here if Not Applicable (N/A)

I, _____,
Name of Authorized Officer per Sunbiz Title

of _____
Name of Firm as it appears on Sunbiz

I hereby attest that I have the authority to sign this notarized certification and certify that the above referenced information is true, complete and correct.

Signature of Authorized Officer per SunBiz

Print Name of Authorized Officer per SunBiz

FORM D: PUBLIC ENTITY CRIME FORM**SWORN STATEMENT PURSUANT TO SECTION 287.133(2) (a),
FLORIDA STATUTES,
PUBLIC ENTITY CRIME INFORMATION**

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

By: _____

Title: _____

Signed and Sealed _____ day of _____, 2021

FORM E: NOT APPLICABLE

FORM F: CONFLICT OF INTEREST NOTIFICATION REQUIREMENT QUESTIONNAIRE

If you are an employee, board member, elected official(s) or an immediate family member of any such person, please indicate the relationship below. Pursuant to the City of Hallandale Beach Standards of ethics any potential conflict of interest must be disclosed and if requested, obtain a conflict of interest opinion or waiver from the Board of Directors prior to entering into a contract with the City.

1. Name of Firm submitting a response to this RFP.

2. Describe each affiliation or business relationship with an employee, board member, elected official(s) or an immediate family member of any such person of the City of Hallandale Beach or Hallandale Beach Community Redevelopment Agency, if none so state.

3. Name of City of Hallandale Beach or Hallandale Beach Community Redevelopment Agency employee, board member, elected official(s) or immediate family member with whom filer/respondent/Firm has affiliation or business relationship, if none so state.

4. Describe any other affiliation or business relationship that might cause a conflict of interest, if none so state.

CONFLICT OF INTEREST NOTIFICATION REQUIREMENT QUESTIONNAIRE

5.

Signature of person/Firm

Date

FORM G: DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087

Hereby certified that _____ does:

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of or plea of guilty or nolo contendere to, any violation of Chapter 1893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

DATE

FIRM'S SIGNATURE

FORM H: ANTI-KICKBACK AFFIDAVIT

STATE OF _____)
) SS:
COUNTY OF _____)

I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein Bid/RFP will be paid to any employees of the City of Hallandale Beach and its elected officials, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my Firm or by an officer of the corporation.

By: _____
Signature of Authorized Officer per Sunbiz

Print Name of Authorized Officer per Sunbiz

Title of Authorized Officer per Sunbiz

Sworn and subscribed before me this _____ day of _____, 20____.

NOTARY PUBLIC

State of Florida at Large

My Commission Expires: _____

FORM I: CONFIDENTIALITY FORM

Sealed bids/proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from Chapter 119, Florida Statutes. The Proposer must include any materials it asserts to be exempted from public disclosure under Chapter 119, Florida Statutes, in a separate bound document labeled "Attachment to Request for Proposals, RFP Number and Name - Confidential Material".

The Proposer must identify the specific Statute that authorizes exemption from the Public Records Law. Any claim of confidentiality on materials the Proposer asserts to be exempt from public disclosure and placed elsewhere in the proposal will be considered waived by the Proposer upon submission, effective after opening.

Proposer should take special note of this as it relates to proprietary information that might be included in this solicitation.

If N/A please circle: N/A

I, _____,
Name of authorized Officer per Sunbiz and/or legal documentation Title

of _____
Name of Firm as it appears on Sunbiz and/or legal documentation hereby, attest that I have the authority to sign this notarized certification and certify that the Firm complies with the above requirements.

Signature

Title

FORM J: REQUEST TO WITHDRAW PROPOSAL FORM

Requests to withdraw proposal will be considered if received by the City, via email to gcuevas@cohb.org before deadline for receipt of proposals.

This form must be provided back via email to gcuevas@cohb.org before deadline for receipt of proposals

I, _____,
Name of authorized Officer per Sunbiz and/or legal documentation Title

of _____
Name of Firm as it appears on Sunbiz and/or legal documentation request to withdraw Firm's proposal
for **RFP # FY 2020-2021-006 COMMUNITY SHUTTLE MAINTENANCE AND OPERATION SERVICES.**

Signature Title

Date: _____

Time: _____

FORM K: UNABLE TO SUBMIT RESPONSE FORM

UNABLE TO SUBMIT A RESPONSE? We sincerely hope this is not the case. If you're Firm cannot submit a proposal at this time, please provide the information requested in the space provided below and return form to procurement_department@cohb.org.

_____ HAVE RECEIVED THE RFP

(COMPANY NAME)

UNABLE TO RESPOND TO THE RFP AT THIS TIME DUE TO THE FOLLOWING REASONS:

COMPLETE INFORMATION BELOW:

SIGNATURE:
TITLE:
STREET ADDRESS: (OR)
CITY:
STATE: ZIP CODE:
TELEPHONE/AREA CODE: ()
EMAIL ADDRESS:
RETURN THIS UNABLE TO SUBMIT FORM ONLY TO EMAIL ABOVE:
CITY OF HALLANDALE BEACH
PROCUREMENT DEPARTMENT
400 SOUTH FEDERAL HIGHWAY, ROOM 242
HALLANDALE BEACH, FL 33009
TITLED: RFP # FY 2020-2021-006 COMMUNITY SHUTTLE MAINTENANCE AND OPERATION SERVICES

FORM L: REFERENCE FORM

(Please refer to MQR # 2)

NOTE, THAT THE INFORMATION FOR PROJECTS/CONTRACTS FOR MQR #2 MUST BE SAME AS THE PROJECTS/CONTRACTS PROVIDED FOR FIRM'S REFERENCES. THE BELOW FORM MUST BE COMPLETED BY YOUR 3 REFERENCES AND SUBMITTED WITH YOUR PROPOSAL SUBMISSION.

REFERENCE CHECK FORM		
RFP # FY 2020-2021-006 COMMUNITY SHUTTLE MAINTENANCE AND OPERATION		
FIRM NAME(S):		
PROJECT NAME:		
PROJECT START DATE:	MONTH	YEAR
PROJECT COMPLETED DATE:	MONTH	YEAR
NAME OF CONTRACTOR THAT WAS AWARDED THE AGREEMENT FOR THE PROJECT:		
NAME ALL THE FIRMS THAT WERE SUBCONTRACTORS TO THE PROJECT AND PROVIDED SERVICES:		

Name of reference:		Phone:	
Title of reference:		E-mail Address:	
Company/Employer:			

Please answer the following questions regarding services provided by the proposer named above.

<p>1. Provide detail information about the level of commitment of the Contractor to your Project. Did the Contractor devote the time, and personnel necessary to successfully complete the entities needs?</p>

2. Provide detail information about the competence, accessibility, and responsiveness of the Firm's personnel supervising and performing the work on the Project.

3. Provide detail information about the Firm's response time as required by your Agreement. Where there ever any issues and why.

4. Provide detail information about the Firm's success at minimizing any issues.

5. Provide detail what type of service the Firm provided? How satisfied are you with the end result?

6. What was the value of the Project?

--

7. Would you consider this Firm for this type of work in the future?

--

ADDITIONAL COMMENTS:

SIGNATURE: _____ Date: _____

GENERAL TERMS AND CONDITIONS:**I. SUBMISSION AND RECEIPT OF PROPOSALS**

1. Proposals to receive consideration must be received on or prior to the specified time and date of opening, as designated in the proposal.
2. Unless otherwise specified, Firms **MUST** use the proposal form(s) furnished by the City. Failure to do so may be cause for rejection of proposal. Removal of any part of the proposal forms may invalidate proposal.

II. GENERAL TERMS AND CONDITIONS

These General Terms and Conditions apply to all responses made to the City of Hallandale Beach by all prospective Proposers. The City of Hallandale Beach reserves the right to reject any or all proposals, to waive any informalities or irregularities in any proposals received, to re-advertise for proposals, to enter into contract negotiations with the selected Proposer(s) or take any other actions that may be deemed to be in the best interest of the City of Hallandale Beach.

1. CONE OF SILENCE:

- (a) *Purpose.* A cone of silence shall be applicable to all requests for proposal (RFP), invitations to bid (ITB), RFLI, or any other advertised solicitations for the provision of goods and services, professional services, and public works or improvements for amounts greater than fifty thousand (\$50,000) dollars, unless otherwise exempted in this section.
- (b) *Definition.* The term "cone of silence" means a prohibition on:
 - (1) Any communication regarding a particular RFP, RFQ, ITB, RFLI, or any other advertised solicitation between a potential proposer, offeror, respondent, bidder, lobbyist or consultant and the City's staff including, but not limited to, the City Manager and his/her staff.
 - (2) Any communication regarding a particular RFP, RFQ, RFLI, ITB or any other advertised solicitation between a potential proposer, offeror, respondent, bidder, lobbyist, or consultant and any member of the selection/evaluation committee therefor.
 - (3) Any communication regarding a particular RFP, RFQ, RFLI, ITB or any other advertised solicitation between a potential proposer, offeror, respondent, bidder, lobbyist, or consultant and the mayor and commissioners and their respective staff.

- (c) *Exemptions.* Notwithstanding the foregoing, the cone of silence shall not apply to:
- (1) Communications between a potential proposer, offeror, respondent, bidder, consultant and City purchasing staff, prior to bid opening date or receipt of proposals, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document.
 - (2) Duly noticed pre-bid/proposal conferences and site inspections.
 - (3) Duly noticed site visits to determine the competency of bidders/proposers regarding a particular solicitation during the time period between the opening of bids/receipt of proposals and the time the City Manager presents his/her written recommendation to the city commission.
 - (4) Emergency procurements.
 - (5) Communications with the City Attorney.
 - (6) Sole source procurements.
 - (7) Those purchases that are exempted from competitive requirements in accordance with Code of Ordinances, Section 23-8
 - (8) Bid waivers.
 - (9) Oral presentations before selection/evaluation committees and communications occurring during duly noticed meetings of selection/evaluation committees.
 - (10) Public presentations made to the city commission and communications occurring during any duly noticed public meeting.
 - (11) Communications in connection with the collection of industry comments or the performance of market research regarding a particular RFP, RFQ, RFLI, ITB or any other advertised solicitation by the purchasing staff.
 - (12) Contract negotiations that occur after an award; and
 - (13) Any communication regarding a particular RFP, RFQ, RFLI, ITB or any other advertised solicitation between the city manager and his/her staff, and the mayor and city commission and their staff, following the evaluation process, to discuss the documents released by the city as well as documents received from responders. The city manager shall make available to the mayor and the city commission all documents reviewed by the evaluation committee for the top three ranked responders.
- (d) *Procedure.*
- (1) *Imposition.* A cone of silence shall be imposed upon each RFP, RFQ, RFLI, ITB or any other advertised solicitation when the solicitation is advertised. At the time of imposition of the cone of silence, the city manager or his/her designee shall issue a notice thereof to the affected department, the city clerk, mayor and city commission and shall include in any advertised solicitation a statement disclosing that the solicitation is subject to the cone of silence.

- (2) Termination; city commission awarding authority. Except as otherwise provided herein, the cone of silence shall terminate at the date and time of the city commission meeting where the award will be made; provided, however, that if the city commission defers the matter to a future date, the cone of silence shall be re-imposed until such time as the matter is brought back before the city commission for further deliberation. In the event the city commission decides to reject all bids, then the cone of silence shall be lifted.
- (3) City Manager awarding authority. Except as otherwise provided herein, the cone of silence shall terminate at the time the originating department issues a written recommendation to the city manager; provided, however, that if the city manager refers the recommendation back for further review, the cone of silence shall be reinstated until such time as the city manager issues a recommendation for award pending the bid protest period.
- (e) Penalties. Violation of the cone of silence by a particular bidder or proposer shall render the award to said bidder or proposer voidable by the city commission. A violation of this section by a particular bidder, proposer, offeror, respondent, lobbyist or consultant shall subject said bidder, proposer, offeror, respondent, lobbyist or consultant to five hundred (\$500.00) dollars fine per violation and debarment.

2. **CONFIDENTIAL MATERIAL**

The Proposer must include any materials it asserts to be exempted from public disclosure under Chapter 119, Florida Statutes, in a separate bound document labeled "Attachment to Request for Proposals, (*Name of RFP*) - Confidential Material". The Proposer must identify the specific Statute that authorizes exemption from the Public Records Law. Any claim of confidentiality on materials the Proposer asserts to be exempt from public disclosure and placed elsewhere in the proposal will be considered waived by the Proposer upon submission, effective after opening.

3. **SPECIAL ACCOMMODATIONS**

Any person with a qualified disability requiring special accommodations at a pre-proposal conference, public meeting, oral presentation and/or opening shall contact the Office of the City Clerk at (954) 457-1340, at least five (5) working days prior to the event. If you are hearing or speech impaired, please contact this office by using the Florida Relay Services which can be reached at 1 (800) 955-8771 (TDD).

Americans with Disabilities Act (ADA). The City complies with the provisions of the Americans with Disabilities Act. If you are a disabled person requiring any accommodations or assistance, please notify the Office of the City Clerk at (954) 457-1340 of such need.

4. NOT APPLICABLE DOMESTIC PARTNER BENEFITS REQUIREMENT:

A requirement for City of Hallandale Beach Contractors to provide equal benefits for domestic partners. Contractors with five (5) or more employees contracting with the City of Hallandale Beach, in an amount valued over \$50,000, must provide benefits to employees' spouses and the children of spouses. All Firms must complete and provide with their response the Domestic Partnership Certification Form.

Equal Benefits Requirements

As part of the competitive solicitation and procurement process a Contractor seeking a Contract shall certify that upon award of a Contract it will provide benefits to Domestic Partners of its employees on the same basis as it provides benefits to employees' spouses. The certification shall be in writing and signed by an authorized officer of the Contractor. Failure to provide such certification shall result in a Contractor being deemed non-responsive.

Contracts

Every Contract, unless otherwise exempt as per the section below, shall contain language that obligates the Contractor to comply with the applicable provisions of this section. The Contract shall include provisions for the following:

- (i) The Contractor certifies and represents that it will comply with this section during entire term of the Contract.
- (ii) The failure of the Contractor to comply with this section shall be deemed to be a material breach of the contract, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
- (iii) The City may terminate the Contract if the Contractor fails to comply with this section.
- (iv) The City may retain all monies due or to become due until the Contractor complies with this section.

Exception and waiver

The provision of this section shall not apply where:

- a. The contractor provides benefits neither to employees' spouses nor spouse's dependents.
- b. The contractor is a religious organization, association, society or any non-profit charitable or educational institution or organization operated, supervised or

controlled by or in conjunction with a religious organization, association or society.

- c. The contractor is a governmental entity.
- d. The contract is for the sale or lease of property.
- e. The covered contract is necessary to respond to an emergency.
- f. The provision of this section would violate grant requirements, the laws, rules or regulations of federal or state law.
- g. The City Commission waives compliance of this section in the best interests of the city, including but not limited to, the following circumstances:
 - 1. Where only one (1) solicitation response is received.
 - 2. Where more than one (1) solicitation response is received, but the solicitation demonstrates that none of the proposed solicitations can comply with the requirements of this section.

5. LOBBYIST REGISTRATION:

Annual registration. Every lobbyist shall file a registration form with the City Clerk's Office. The registration form requires the Lobbyist to state under oath the lobbyist's name, business address, the name and business address of each party, person, principal, and/or client represented on city matters, any previous principal, and/or client represented who has, at the time of registration, any pending matters involving the City, and the general and specific areas of lobbyist interest in any City matter, if not previously disclosed. Registration is required annually, along with a payment of an annual registration fee of fifty (\$50.00) Dollars.

6. SCRUTINIZED COMPANIES:

The City, entering into a contract for goods or services or renewed on or after July 1, 2011, can terminate such contract at the option of the City if the Firm awarded the contract is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2018), or is engaged in a boycott of Israel, or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2018), as may be amended or revised.

7. PROPOSAL ACCEPTANCE PERIOD:

Proposer warrants by virtue of submitting a proposal that costs, terms and conditions quoted in the Proposal will remain Firm for acceptance by City Commission until such time as the City Commission approves award of contract.

8. PUBLIC RECORDS:

Sealed bids, or replies received by an agency pursuant to a competitive solicitation are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier. In the event the City Commission elects to reject all bids and indicates its intent to reissue the solicitation of bids, the submitted proposals remain exempted from s. 119.07(1) and s. 24(a) Art. I of the State Constitution until the City gives notice of its intent to award the contract under the reissued solicitation.

If the bidder/proposer believes any of the information contained in his or her response is exempt from the Public Records Law, then the Proposer, must in his or her response, specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption. City's determination of whether an exemption applies shall be final, and bidder/proposer agrees to hold harmless and releases the City, and to defend, indemnify, by Counsel chosen by the City Attorney, the City and City's officers, employees, and agents against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records.

9. ADDENDA AND MODIFICATIONS:

All addenda and other modifications to the documents or this RFP made prior to the time and date of proposal opening shall be issued as separate documents identified as changes to the proposal project document. The City shall make reasonable efforts to issue addenda within seven days prior to proposal opening.

If any addenda are issued, the City will attempt to notify known prospective Proposers. Addenda to this solicitation will be posted on the City's webpage
<http://www.cohb.org/solicitations>.

Firms are solely responsible to check the website or contact the Procurement Department prior to the Proposal submittal deadline to ensure addenda has not been released. All Proposals shall be construed as though all addenda had been received and acknowledged and the submission of his/her Proposal shall constitute acknowledgment of receipt of all addenda, whether or not received by him/her. It is the responsibility of each prospective Proposer to verify that he/she has received all addenda issued before depositing the Proposal with the City.

10. PERFORMANCE:

It is the intention of the City to obtain the products and services as specified herein from a source of supply that will give prompt and convenient service. The awarded Proposer must be able to perform as required under the Scope of Service. Any failure of Contractor to comply with these conditions may be cause for terminating any resulting contract immediately upon notice by the City. The City reserves the right to obtain these products and services from other sources, when necessary, should Contractor be unable to perform on a timely basis and such delay may cause harm to the using department or City residents.

The City, in its absolute discretion, will consider a Vendor's prior performance on any City of Hallandale Beach contracted project to determine if the Vendor has completed prior contracted projects in a timely fashion and/or has failed in any other way, in the opinion of the City, to perform a prior contract in a satisfactory manner.

11. DELIVERY:

Time is of the essence. City reserves the right to cancel orders, or any part thereof, without obligation, if delivery is not made at the time specified on the proposal form.

12. DEFAULT PROVISION:

In case of default by the successful Firm the City may procure the products or services from other sources and hold the Firm responsible for any excess cost occasioned or incurred thereby.

13. COPYRIGHTS AND/OR PATENT RIGHTS:

Proposer warrants that there has been no violation of copyrights and/or patent rights in the manufacturing, producing or selling the goods, shipped or ordered, as a result of this proposal and the Proposer agrees to hold the City harmless from any and all liability, loss, or expense occasioned by any such violation.

Copyrighted material will be accepted as part of a technical proposal only if accompanied by a waiver that will allow the City to make paper and electronic copies necessary for the use of City staff and agents. It is noted that copyrighted material is not exempt from the Public Records Law, Chapter 119, Florida Statutes. Therefore, such material will be subject to viewing by the public, but copies of the material will not be provided to the public.

14. TAXES:

The City is exempt from any taxes imposed by the State of Florida and/or Federal Government. State Sales Tax Exemption Certificate No. 85-8015922477C-2; United States Treasury Department. Exemption Certificates provided on request.

15. FAILURE TO SUBMIT PROPOSAL:

If your Firm does not submit a proposal, PLEASE return the form, "**UNABLE TO SUBMIT A PROPOSAL**", stating thereon and request that your name be retained on the City mailing list, otherwise, your Firm's name will be removed from the City's bid mailing list.

16. SIGNED PROPOSAL CONSIDERED AN OFFER:

The signed Proposal shall be considered an offer on the part of the Proposer or Firm, which offer shall be deemed accepted upon approval by the City Commission of the City of Hallandale Beach, Florida and in case of default on the part of the successful Proposer or Firm, after such acceptance, the City may take such action as it deems appropriate, including legal action, for damages or specific performance.

17. LIABILITY, INSURANCE, LICENSES AND PERMITS:

Where Proposers are required to enter onto City of Hallandale Beach property to deliver materials or perform work or services, as a result of proposal award, the Proposer will assume full duty, obligation and expense of obtaining all necessary licenses, permits, inspections and insurance, as required. The Proposer shall be liable for any damage or loss to the City occasioned by negligence of the Proposer (or agent) or any person the Proposer has designated in the completion of a contract as a result of the proposal.

18. RESERVATION FOR REJECTION AND AWARD:

The City reserves the right to accept or reject any or all proposals, to waive irregularities and technicalities, and to request re-submission of proposals. The City also reserves the right to award the contract on such material the City deems will best serve its interests.

The City also reserves the right to waive minor variations to specifications (interpretation of minor variations will be made by applicable City Procurement personnel). In addition, the City reserves the right to cancel any contract by giving thirty (30) days written notice. **The City reserves the right to negotiate the type and cost of specific types of services to be purchased. These negotiations may be held with one or more proposers, as is deemed in the best interest of the City.**

Other conditions which may cause rejection of proposals include, but are not limited to, evidence of collusion among Proposers, obvious lack of experience or expertise to perform the required work, failure to perform or meet financial obligations on previous contracts, or in the event an individual, firm, partnership, or corporation is on the General Services Administration Excluded Parties List. Proposers whose proposals, past performance, or current status do not reflect the capability, integrity, or reliability to fully

and in good faith perform the requirements of the Contract may be rejected as non-responsible. The City reserves the right to determine which proposals meet the requirements of this solicitation, and which Proposers are responsive and responsible.

The City Manager shall have the authority to recommend to the City Commission award of contracts. Contracts shall be awarded to the lowest responsive, responsible bidder, or as otherwise determined in the best interest of the City. The City Commission shall not be involved in the preparation, submittal and evaluation of Bids, request for proposals and other purchases, including attendance at or participating in presentations to or deliberations by a selection committee or contact with persons, Firms, organizations and corporations submitting Bids or proposals to the City. Following an evaluation of responses received for Bids, request for proposals, and other purchases, the City manager shall have the authority to recommend to the City Commission award of contracts.

19. OMISSION OF INFORMATION:

Any omissions of detailed specifications stated herein, that would render the materials/services not suitable for use as specified, will not relieve the Proposer from responsibility.

20. INSPECTION OF FACILITIES / SITE VISIT: N/A

Proposers wishing to inspect facilities where services are to be rendered must make an appointment by calling the City's Procurement Department.

21. PROPOSER'S COSTS:

The City shall not be liable for any costs incurred by proposers in response to the RFP.

22. UNAUTHORIZED ALIENS

The employment of unauthorized aliens by any contractor/Firm is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor/Firm knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract.

23. NONDISCRIMINATION, EQUAL OPPORTUNITY AND AMERICANS WITH DISABILITIES ACT

CONTRACTOR shall not discriminate against any person in its operations and activities in its use or expenditure of funds or any portion of the funds provided by this Agreement and shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded in whole or in part by CITY,

including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines and standards.

CONTRACTOR's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 16 ½), gender identity, gender expression, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully or appropriately used as a basis for service delivery.

CONTRACTOR shall comply with Title I of the Americans with Disabilities Act regarding nondiscrimination on the basis of disability in employment and further shall not discriminate against any employee or applicant for employment because of race, age, religion, color, gender, sexual orientation, gender identity, gender expression, national origin, marital status, political affiliation, or physical or mental disability. In addition, CONTRACTOR shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions or employment, training (including apprenticeship, and accessibility).

CONTRACTOR shall take affirmative action to ensure that applicants are employed, and employees are treated without regard to race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 16 ½), gender identity, gender expression, national origin, marital status, political affiliation, or physical or mental disability during employment. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff; termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

CONTRACTOR shall not engage in or commit any discriminatory practice in violation of the Broward County Human Rights Act (Broward County Code, Chapter 16 ½) in performing any services pursuant to this Agreement.

24. PROTEST PROCEDURES:

Any party may present a written protest about the award of a contract as a result of an RFP, RFQ or Bid to the Director of Procurement. Emergency procurements, purchases for goods, supplies, equipment, and services, the estimated cost of which does not exceed fifty thousand (\$50,000.00) dollars, are not subject to protests.

(1) Time for Protest

The submission of a protest about the award of a contract, as a result of an RFP, RFQ or Bid, to the Director of Procurement must be made no later than ten (10) calendar days of approval of Notice of Award.

(2) Form and Content of Protest

The protest shall be filed in writing with the Director of Procurement and shall state the contested information about the RFP, RFQ or Bid.

The Procurement Director will provide a copy of the written protest to the City Attorney and/or City Attorney and other appropriate City staff.

(3) Protest Filing Fee

The written protest must be accompanied by a filing fee in the form of a money order or cashier's check payable to the City of Hallandale Beach in an amount equal to one (1%) percent of the contract value, which resulted from an RFP, RFQ or Bid, but no greater than five thousand (\$5,000.00) dollars. The filing fee shall guarantee the payment of all costs which may be adjudged against the protestor in any administrative or court proceeding. If a protest is upheld by the Director of Procurement, the filing fee shall be refunded to the protestor less any costs assessed under section 4. "Costs" below.

(4) Costs

All costs accrued from a protest shall be assumed by the protestor.

(5) Authority to resolve protests

The Procurement Director shall have the authority, subject to the approval of the City Manager Executive Director and the City Attorney, to settle and resolve any written protest within thirty (30) days after receipt of the written protest.

(6) Special Magistrate

In the event the protest is not resolved by the Procurement Director, a hearing shall be scheduled by the City before a special magistrate selected by the City, who shall only determine whether procedural due process has been afforded, whether the essential requirements of law have been observed, and whether the Procurement Director's finding are arbitrary, capricious, or an abuse of discretion. Any hearing shall be limited to two (2) hours per side, unless the special magistrate rules otherwise. This requirement is a jurisdictional prerequisite to the institution of any civil action regarding the same subject matter.

25. QUALIFICATIONS OF PROPOSER:

Proposals shall be considered only from Firms normally engaged in performing the type of work specified within the RFP Project Document. The Firm proposing must have adequate organization, facilities, equipment, and personnel to ensure prompt and efficient service to the City. In determining a Proposer's responsibility

and ability to perform the contract, the City has the right to investigate the financial condition, experience record, personnel, equipment, facilities, and organization of the Proposer. The City has the right to conduct further investigation of the Firm's responsibility. The unreasonable failure of Proposer or Firm to promptly supply information in connection with an inquiry with respect to responsibility may be grounds for determination of non-responsibility with respect to such Proposer or Firm.

26. TAX SAVINGS DIRECT PURCHASES (TSDP)

The City of Hallandale Beach is recognized by the State of Florida as being exempt from state sales tax and use tax and is therefore, qualified for an exemption from Florida and all other state sales taxes on the purchase of tangible personal property if certain criteria are met. The City may realize savings of sales tax on selected material and equipment needed for use in public works contracts. Public works contracts are Projects for public use or enjoyment, financed and owned by the City, in which private firms install tangible property that becomes part of a City facility. See Rule 12A-1.094 and Section 212.08(6) Florida Statutes.

The City will implement the TSDP for Projects of \$1 million or above and apply it if applicable to this Project.

27. CONFLICT OF INTEREST

If you are an employee, board member, elected official(s) or an immediate family member of any such person, please indicate the relationship in the form provided in the Form's Section. Pursuant to the City of Hallandale Beach Standards of ethics any potential conflict of interest must be disclosed and if requested, obtain a conflict of interest opinion or waiver from the City Commission prior to entering into a contract with the City of Hallandale Beach.

28. SAMPLE FORM CONTRACT (if applicable):

The City's Form Contract is attached as part of this solicitation. Submission of a response without identifying variances expressly acknowledges and formally evidences acceptance of all terms and conditions of the form Contract. Any and all variances must be submitted in writing by the Proposer.

29. AWARD OF CONTRACT:

The City exercises the right reserved herein to reject any or all solicitations (Bids/RFPs). The Contract shall be awarded by the City to the responsive, responsible Bidder who has submitted either the lowest responsive bid or the

lowest responsive bid on the base bid including such alternates as the City determines to be in its own best interests depending upon whichever is applicable to the particular bid.

Services will be authorized to begin when the awarded Firm(s) receives, as appropriate a fully executed contract, a notice to proceed and a purchase order indicating encumbrance of funds.

30. POLYSTYRENE (STYROFOAM) ADMINISTRATIVE POLICY:

The City of Hallandale Beach Administrative Policy 2009.002, Expanded Polystyrene Administrative Policy was approved by the City Commission during the April 18, 2018 by City Commission. The Policy is to preserve and enhance the health and quality of the environment in Hallandale Beach by restricting the use of City funds by City employees, contractors and/or vendors to purchase expanded polystyrene (Styrofoam) products for use or sale on City property or City facilities. Under the policy, City funds may not be expended to purchase Styrofoam food services articles for use or sale in City facilities or on City property. This includes funds used by City employees or used to pay City Contractors or vendors. Styrofoam food service articles will no longer be permitted to be sold or used in City facilities or on City properties by contractors or vendors that are paid with City funds. Click to access [2009.002 Expanded Polystyrene \(Styrofoam\) Administrative Policy](#).

28. FALSE CLAIMS ORDINANCE NO. 2018-22:

The City of Hallandale Beach Code of Ordinances, Chapter 19, Article V, False Claims (Ordinance No. 2018-22) was approved by City Commission on August 15, 2018. The False Claims Ordinance purpose is to deter persons from knowingly causing or assisting in causing the City to pay false claims, and to provide remedies for obtaining damages and civil relief for the City if a false claim is sought or obtained from the City. Click link to access [False Claims Ordinance No. 2018-22](#).

29. SUSTAINABLE PRACTICE ADMINISTRATIVE POLICY:

The City of Hallandale Beach Administrative Policy 2009.002, Sustainable Practice Policy was approved by the City Manager on October 9, 2019. The Policy is to set a standard of sustainable, environmentally preferable, and resilient practices, purchases, and procurement made to demonstrate the City's commitment to environmental stewardship. Under the policy the city's purchases and procurements must meet certain sustainability qualifications including: (1) copy paper, cardboard, business cards, and office supplies must contain a minimum of 20% recycled content, (2) cleaning and janitorial products must be Green Seal certified including 100% post-consumer recycled content paper products, (3) appliances and electronics must be EnergyStar or EPEAT

certified, (4) lighting and light fixtures must be EnergyStar certified, (5) HVAC systems and equipment must be EnergyStar certified whenever possible, (6) indoor and outdoor water fixtures and irrigation must be WaterSense certified, (7) fleet vehicles must be electric or hybrid wherever appropriate and, (8) capital and/or infrastructure projects with a lifespan of 30 years or more shall be designed to withstand 34 inches of sea level rise by 2060, 81 inches of sea level rise if infrastructure's lifespan extends to 2100, and must be able to withstand corrosion caused by exposure to saltwater. Click to access [2009.004 Sustainable Practice Policy](#).

30. PART 200-UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS

Contractor must comply with all applicable Federal law, regulations, executive order, FEMA policies, procedures and directives. The applicable procurement standards must be in met in accordance with all 2CFR guidelines:

The applicable procurement standards must be in met in accordance with all 2CFR guidelines:

- General procurement standards (2 C.F.R. Part 200.318).
- Competition (2 C.F.R. Part 200.319).
- Methods of procurement (2 C.F.R. Part 200.320).
- Contracting with small and minority businesses, women's business enterprises, and area labor surplus firms (2 C.F.R. Part 200.321).
- Procurement of recovered materials (2 C.F.R. Part 200.322).
- Contract cost and price (2 C.F.R. Part 200.323).
- Awarding agency and pass-through entity review (2 C.F.R. Part 200.324).
- Bonding requirements (2 C.F.R. Part 200.325).
- Contract provisions (2 C.F.R. Part 200.326 and Appendix II).

AGREEMENT
Between
CITY of HALLANDALE BEACH, FLORIDA
and

(TYPE NAME OF FIRM AS IT APPEARS IN SUNBIZ)
for

RFP # FY 2020-2021-006 COMMUNITY SHUTTLE MAINTENANCE AND OPERATION SERVICES

PLEASE NOTE:

Firm must provide and state any and all Variances to this Bid, Specifications, the Terms and Conditions and City Form Agreement on this Variance Form.

Variances requested to either the RFP, the Terms and Conditions, Specifications and the City Form Agreement may result in the City rescinding award of contract.

After award of Contract through City Commission, via Resolution, the awarded Bidder's Variance Form will be reviewed by appropriate City Staff, the City Attorney and the Risk Manager. If the Variance(s) presented by Bidder are acceptable to the City, the Agreement will be routed to the awarded Firm for execution by the authorized officer per Sunbiz.

The routing of the agreement for execution will be processed by the Project Manager.

This is an Agreement, made and entered into by and between: the CITY OF HALLANDALE BEACH, a Florida municipal corporation located at 400 S. Federal Highway, Hallandale Beach, FL 33009 (the "CITY"),

AND

_____, a _____ located at
_____, (the "CONTRACTOR.")

NOW THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, CITY and CONTRACTOR agree as follows:

ARTICLE 1

1.1 At the _____ (date) City Commission Meeting, the City Commission adopted Resolution # _____ awarding RFP # FY 2020-2021-006 COMMUNITY SHUTTLE MAINTANENANCE AND OPERATION SERVICES.

1.2 TERM

1.2.1 **Phase 1 Term** will commence upon the issuance by City of a Notice to Proceed with a maximum term of two (2) years plus one (1) renewal of one (1) year, if necessary. Phase 1 will end upon written notice from the CITY for the CONTRACTOR to proceed with Phase 2.

1.2.2 **Phase 2 Term** will start ten (10) business days after delivery of notice to CONTRACTOR by CITY that City has received, commissioned, and accepted the EV Electric Buses Fleet. Phase 2 will have a maximum term of five (5) years plus two (2) optional renewals of one (1) year each. Upon notice to proceed with Phase 2, the CONTRACTOR shall make Drivers available for EV training, as more specifically described below. Driver's shall commence use of the EV buses only after completion of training.

1.2.3 CONTRACTOR agrees that there shall be no interruption in service between Phase 1 and Phase 2. Transition of vehicles shall be coordinated with Broward County

(“COUNTY”) and CONTRACTOR agrees to complete the transition within thirty (30) days of the above Phase 2 notice from the CITY.

1.2.4 The above renewal terms are contingent upon satisfactory performance of the CONTRACTOR’s services and available funding.

ARTICLE 2

SCOPE OF SERVICES TO BE PROVIDED TO THE CITY

- 2.1 The work to be provided includes the scope of work in RFP # FY 2020-2021-XXX COMMUNITY SHUTTLE MAINTANENANCE AND OPERATION SERVICES, and Proposal submitted by CONTRACTOR, which are hereby incorporated and made part of this Agreement by reference.
- 2.2 CONTRACTOR shall be solely responsible to provide, during the term of this Agreement, a high-quality community shuttle/bus service which shall include, but not be limited to, all vehicle and equipment maintenance, personnel, training, labor, software, hardware, and materials necessary to provide the transportation, scheduling, dispatching, reporting, tracking, and monitoring of the community shuttle/bus service required herein throughout the term of this Agreement.
- 2.3 CONTRACTOR shall operate the service subject to Broward County Transit’s (“BCT”) Community Shuttle Bus Program and agree to be governed by the terms of the inter-local agreement between City and County in effect at the time of the award of the contract and as amended from time to time; said inter-local agreement is attached herein as Exhibit E – Interlocal Agreement Between Broward County and City of Hallandale Beach for Community Shuttle Service.
- 2.4 CONTRACTOR shall operate the shuttle service as a free fare public transportation service. The Routes, which are subject to change from time to time, are attached herein as Exhibit A – COHB Community Shuttle Route 1, Exhibit B – COHB Community Shuttle Route 2, Exhibit C – COHB Community Shuttle Route 3, and Exhibit D – Community Shuttle Route 4.

2.4.1 Service will be provided at a minimum of six (6) days per week (Monday-Saturday) for

COHB Community Shuttle Services Routes 1, 2 and 3; and seven (7) days for COHB Community Shuttle Service Route 4; with a minimum of seventy-two (72) hours for COHB Community Shuttle Services Routes 1, 2 and 3; and eighty-four (84) hours for COHB Community Shuttle Service Route 4. Routes 3 and 4 may be merged at a future date, subject to approval of the City and the County. Routes and Service Schedule are subject to change.

- 2.5 The City reserves the right to make adjustments (such as service hours, frequencies, days of operation, service areas, etc.) to the routes within 10% of the total annual service hours, in an effort to enhance the level of service. A minimum of two weeks' notice will be provided to the Contractor. The limit on the preceding sentence does not apply during a declared state of emergency. Major changes to routes may be made during declared states of emergency.
- 2.6 CONTRACTOR will not be allowed to pursue shuttle/bus advertising inside or outside the shuttle/bus.
- 2.7 ADA Compliance - CONTRACTOR is required to comply with all applicable requirements of the Americans with Disabilities Act at all times while vehicles are being used for public transportation. CONTRACTOR, while providing the community shuttle bus activities addressed herein, shall comply and assure compliance with the applicable state and federal laws and regulations relating to nondiscrimination on the basis of disability.
- 2.8 Contractor shall provide the City with all reports and documents necessary to satisfy the terms of the most current inter-local agreement between City and County.
- 2.9 CONTRACTOR agrees to prepare, maintain and submit annual reports to COUNTY summarizing its drug and alcohol testing program results from the previous year of all drivers on a form required by the COUNTY. The annual reports covering the prior calendar year must be submitted to COUNTY by a date determined by the COUNTY Contract Administrator, but no later than February 15th of each year. Additionally, CONTRACTOR shall provide quarterly reports to COUNTY summarizing its drug and alcohol testing results and shall permit County to inspect its records during site visits, to ensure compliance with program requirements.

2.10 CONTRACTOR shall maintain for five (5) years complete and accurate records of all operator services and other agreement activities carried out during the agreement period.

2.11 Contractor shall maintain records of all maintenance of Vehicles used to provide the work and shall on an annual basis provide the City with a digital file of all maintenance records. CONTRACTOR shall supply the reports listed below to City pursuant to the schedules as set forth below. Reports shall be transmitted to City in a format that can be read and updated using standard software tools compatible with County's system, such as Microsoft Excel, Microsoft Word, and Acrobat Reader. City will inform and report to County.

a. Immediately

- i. Loss of life or property, injuries, stoppage, or major disruption of service.
- ii. Any order imposed by a competent regulatory authority which prevents the continuation of service.
- iii. Vehicle breakdown (within 15 minutes of the Vehicle being taken out of service).
- iv. Service advisories to be posted on the City Tracker App dashboard, or such dashboard program as required by the County from time to time, for any changes in service (including without limitation additional Holiday service, changes in route times/scheduling, detours, and emergency service.)
- v. After each route cycle, drivers shall complete a visual inspection and report to the Project Manager any damage, lost and found items or other irregularities.

b. Daily

- i. Provide a "Pull-out Report" confirming identity of which vehicles are presently on the street by 9am each morning.
- ii. "Vehicle Down List" indicating each Vehicle, if any, currently out of service, the reason why, and an estimated date when it will return to regular services.

- iii. Provide copy of the “Pre-Trip/Post-Trip” Inspection form signed by driver, and supervisor for the preceding day.
- i. Weekly
 - i. Contractor must enter “Repair Logs” into a form acceptable by the COHB (i.e. Broward County’s Asset Works online database) for the prior week.
 - ii. CONTRACTOR must take count of passengers manually and complete Driver’s Per Route Passenger Count Forms for each route and each cycle provided by the County and submit the forms to the City for each preceding week. County to provide Driver’s Per Route Passenger Count Forms.
- j. Monthly (by the tenth (10th) day of each month)
 - i. Contractor must record the Vehicle name, beginning and ending odometer reading, number of passengers entering and exiting the Vehicle at each Bus-Stop, total passengers transported each day, and total monthly passengers.
 - ii. Contractor must provide this information in an electronic spreadsheet format for the previous month.
 - 1) Total monthly revenue miles per route.
 - 2) Total monthly deadhead miles per route.
 - 3) Starting and ending odometer reading for each Vehicle for the month
 - 4) List of operators’ names, hire date, date of birth, applicable license number, license expiration date, and most recent training date
 - 5) Signed Safety & Security report
 - 6) Results of any drug and alcohol tests
 - 7) Down time displayed in a table format to include Date, Time, and Reason as columns
 - 8) Total fuel or energy usage per Vehicle, paid by CONTRACTOR and included as part of the Operational Maintenance Cost
 - 9) Any requested information for new vehicles for testing purposes.

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- k. Yearly (by October 15th of each year, unless otherwise noted below)
 - i. Vehicle inventory including year-end odometer readings for each Vehicle.
 - ii. National Transit Database reporting requirements, including:
 - iii. Detailed inventory and odometer reading on each revenue service vehicle.
 - iv. Annual report of system statistic including ridership, vehicle and revenue service hours, and miles, City demographics/census, expenses and revenue reported annually by January 31st for the previous fiscal year
 - v. Signed Safety & Security Plan
 - vi. Safety and Security Certificate
 - vii. Annual Certificate of Insurance
 - l. CONTRACTOR agrees to list City as administrator or co-administrator able to receive full daily reports from AVL (automatic vehicle locator)/GPS tracking software to be installed by the City on the Vehicle Fleets or such program that is installed by County or City from time to time, which City may update directly with information.
 - m. Drivers medical examination certificates must be provided to the County according to Chapter 14-90.0041 regulations.
 - n. Inspection and Maintenance Records to be provided to fulfill requirements accordingly to 3.9 Broward County and City ILA
- 2.12 CONTRACTOR must have the capability to track the vehicles with a global positioning system (GPS). If a vehicle goes out of service and a loaner vehicle is provided by the CITY, CONTRACTOR must ensure that the loaner vehicle can be tracked via GPS and all applicable reporting requirements will apply to the loaner vehicle as they would have to the primary vehicle.
- 2.13 CONTRACTOR shall have a mechanism to clearly announce stops. In the event that the Vehicle(s) is not equipped with an audio/visual system to automatically announce major intersections, destination points and transfer points with other fixed routes, internally both

audibly and on a signboard, the operator shall use the internal announcement feature of the on-board public address (PA) system to make the announcements set forth below. If the PA system is not available or is inoperable, the operator shall make the following required announcements using his/her own voice loudly and clearly to be heard by all passengers:

- a. Transfer points with other fixed-routes and
- b. Other major intersections and destination points; and
- c. Intervals along a route to orient individuals with visual impairments or other disabilities to his or her locations, especially if there is a long distance between other announcements; and
- d. Any stop requested by a passenger with a disability, even if it does not meet any of the other criteria for announcement.

2.14 CONTRACTOR shall maintain a log of rider's concerns and suggestions to be made available to the Project Manager. The log should include the name and contact information of the rider, as well as the date, time, route, and description of concern.

2.15 **Vehicles.** Contractor will operate a fleet of Six (6) new Gasoline/Propane fueled, ADA compliant Community Shuttle vehicles that will be provided by the CITY for Phase 1. Contractor will operate a fleet of at least nine (9) new EV Electrical Buses, ADA compliant, that will be provided by the CITY for Phase 2.

2.16 Maintenance of Vehicles.

2.15.1 CONTRACTOR shall provide a comprehensive maintenance plan. CONTRACTOR shall have a continuing obligation to ensure safe and proper mechanical condition and cleanliness of the Vehicle(s). CONTRACTOR shall perform additional cleaning and extermination for pests in the Vehicle(s). All equipment on the Vehicle(s) shall be maintained in a fully and proper operable condition at all time (by way of example, but not as a method of exclusion, "all equipment" shall include, but in no way shall be limited to, fully functioning air-conditioning system, turn signals, wheelchair lifts, etc.). CONTRACTOR agrees to maintain all Vehicle(s) in first class appearance and mechanical condition throughout the duration of this Agreement.

2.15.2 CONTRACTOR shall operate under the terms and conditions specified in the RFP

and Broward County Transit's Community Shuttle Program see **Exhibit E** – Interlocal Agreement between Broward County and City of Hallandale Beach for Community Shuttle for the maintenance of vehicles. CONTRACTOR shall perform all required preventative and mechanical maintenance on vehicles, repairs as necessary (whether or not covered by an applicable warranty), fuel for Phase 1 and energy costs for Phase 2, and interior/exterior cleanings and sanitizing effectively during COVID19 and after, at no additional cost to the City as such items are included within the agreed rate. CONTRACTOR shall strictly follow all requirements of the manufacturer's warranty so as to keep the warranty valid during the term hereof and in order to not void the warranty for its full lifetime.

- 2.15.3 CONTRACTOR shall maintain all Vehicle(s) and equipment in accordance with a preventive maintenance schedule from the Vehicle manufacturer (Scheduled Maintenance Guide). CONTRACTOR shall conduct and document pre-trip and post-trip/Bus Defect Vehicle inspections each day. In addition, CONTRACTOR shall perform all necessary maintenance to ensure the continued and safe operation of all Vehicle (s) and shall send a copy to the City complete with all maintenance records for each vehicle at least one time a year.
- 2.16 CITY may, but is not required to, conduct periodic inspections using its own and contracted service personnel to ensure compliance with all maintenance and cleaning requirements specified in this Agreement or in manufactures' specification and any Vehicle not determined by CITY to be acceptable will be removed from service by CONTRACTOR and all deficiencies corrected immediately. In such cases, at CITY's request, CONTRACTOR shall take the Vehicle(s) to a location designated by Contract Administrator for inspection.
- 2.17 In the event a vehicle becomes disabled while servicing the routes, CONTRACTOR shall contact the City immediately, arrange for the passengers, if any, to wait inside the vehicle for the spare vehicle to arrive, arrange for the disabled vehicle to be serviced or towed and shall resume the route within not more thirty minutes (30) using a City spare vehicle.
- 2.17.1 CITY will provide Loaner vehicles, if available, to replace a vehicle that is out of service. However, it is CONTRACTOR's responsibility to properly schedule maintenance and maintain fleet in a manner that does not interrupt

service. If more than one vehicle is out of service concurrently, CONTRACTOR must prove the ability to provide any other required loaners if needed. CONTRACTOR agrees to pay the cost incurred by the City for obtaining a loaner vehicle from the COUNTY, if any. Such cost may be withheld from sums due to CONTRACTOR.

2.18 Security Reporting and Safety Requirements. CONTRACTOR shall notify Contract Administrator as indicated below and shall submit a monthly report to Contract Administrator summarizing the following:

- a. CONTRACTOR shall notify Contract Administrator within two (2) hours of the occurrence and provide a full incident written report of any Major Incident involving a transit Vehicle.

A Major Incident involves one of the following conditions:

- 1) A fatality of any rider, including suicides, or deaths by natural or unnatural causes, though driver must stop at nearest bus stop and release passengers to a spare vehicle, call to report such instances immediately to 911, and notify the Project Manager immediately
- 2) Injuries requiring immediate medical attention away from the scene for one or more persons
- 3) Total property damage is equal to or in excess of \$25,000.00
- 4) An evacuation due to life safety reasons

- b. CONTRACTOR agrees to comply with the following minimum standards:

1. Develop and adopt a System Safety Program Plan (SSPP) and Security Program Plan (SPP) that compiles, with the safety standards set forth in Rule 14-90.
2. Make the SSPP and SPP available for review and/or inspection at least annually and upon request of CITY.
3. Permit inspections, safety and security review by CITY, the County, and state or federal agencies.
4. Comply with CITY's adopted SSPP and ensure that safety inspections have been performed no less than annually on all vehicle(s) operated pursuant to the provisions of this Agreement by person meeting the requirements of Rule 14-90.
5. All vehicle(s) shall be kept clean and orderly during all times of active service.

6. All accidents shall be reported immediately to the police.
 7. Vehicle(s) shall not be operated if the top or interior lights or the headlights or taillights are not functioning properly. Likewise, a Vehicle shall not be driven unless the brakes, steering mechanism, tires horn, windshield wipers, and side and rearview mirrors are in good working order.
 8. No vehicle shall have within it, or on its exterior, any sign which encourages, advertises for, or otherwise solicits tips.
 9. All vehicles shall be equipped with rearview mirror and side mirrors on driver's and passenger's side.
 10. Speedometer shall be properly installed, in good working order, and exposed to the view of both the driver and the passengers.
 11. The interior of the vehicles shall be clean, sanitary, free from torn or damaged upholstery or floor coverings and from damages or broken seats.
 12. Door hinges and latches shall be in good mechanical working order and all doors shall operate easily and close securely.
 13. Vehicles shall be structurally sound and operate with a minimum of noise, vibration, and visible exhaust fumes.
 14. The body, fenders, doors trim and grill of the Vehicles shall be free from cracks, breaks and dents, and painted.
 15. Vision shall be unobstructed on all four (4) sides of the Vehicles.
- 2.19 CONTRACTOR will be responsible for the wrapping of CITY provided Vehicles with a design provided by the CITY, as approved by the COUNTY.
- 2.20 A Loaner Vehicle may be provided by the CITY for use when a bus is out of service, which CONTRACTOR shall temporarily label with the City's name and the route number in front of the shuttle, with the information visible to riders as the shuttle approaches the stop.
- 2.21 Vehicles shall be equipped with an area to post informational flyers, brochures, and bus schedules.
- 2.22 CONTRACTOR may recommend methods of decreasing headway, adjusting route, increasing ridership, connecting to public Facilities, or any other methods of increasing service.
- 2.23 Passengers shall have waiting intervals for phase 1 of no more than sixty (60) to sixty- five

(65) minutes during hours of operation, and for phase 2 of no more than thirty-five (35) minutes during hours of operation for routes 1, 3, and 4; and of no more than forty (40) minutes for route 2, or such time as reduced by the City in Phase 2 when quantity of vehicles is increased.

ARTICLE 3

INDEMNIFICATION

3.1 Indemnification of City. To the fullest extent permitted by law, CONTRACTOR agrees to indemnify, hold harmless and, at the City Attorney's option, defend or pay for an attorney selected by the City Attorney to defend City, their officers, agents, servants and employees (collectively, as used hereafter for the purposes of this paragraph, "CITY") against any and all claims, losses, liabilities, damages, losses, costs and expenditures of any kind, including attorney's fees, court costs, and other expenses, caused in whole or in part, by the negligence, error or omission, recklessness or intentionally wrongful conduct of CONTRACTOR, any sub-contractors, employees, agents, servants, or officers, accruing, resulting from, or related to the performance of this Agreement. CONTRACTOR further agrees to indemnify and save harmless the CITY, for or on account of any injuries or damages received or sustained by any person or persons resulting from any construction defects, including latent defects. Neither the CONTRACTOR nor any of its sub-contractors will be liable under this section for damages to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of CITY.

- 3.1.1 In the event that any action or proceeding is brought against CITY by reason of any such claim or demand, CONTRACTOR, upon written notice from CITY, shall defend such action or proceeding.
- 3.1.2 To the extent considered necessary by the CITY any sums due CONTRACTOR under this Agreement may be retained by CITY until all of CITY'S claims for indemnification pursuant to this Agreement have been settled or otherwise

resolved. Any amount withheld shall not be subject to payment of interest by CITY.

- 3.2 INDEMNIFICATION of COUNTY. CONTRACTOR shall at all times hereafter indemnify, hold harmless and, at the County Attorney's option, defend or pay for an attorney selected by the County Attorney to defend or pay for an attorney selected by the County Attorney to defend COUNTY, its officers, agents, servants, and employees from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any kind, including attorney fees, court costs, and expenses, caused or alleged to be caused by any intentional, negligent, or reckless act of, or omission of, CITY's contractor, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, losses, liabilities, expenditures, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. In the event any lawsuit or other proceeding is brought against COUNTY by reason of any such claim, cause of action, or demand, CITY's contractor shall, upon written notice from COUNTY, resist and defend such lawsuit or proceeding by counsel satisfactory to COUNTY or, at COUNTY's option, pay for an attorney selected by County Attorney to defend COUNTY. The obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the Contract Administrator and the County Attorney any sums due CITY's contractor under this Agreement may be retained by COUNTY until all of COUNTY'S claims for indemnification pursuant to this Agreement have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by COUNTY.

ARTICLE 4

PERSONNEL

- 4.1 The provision of transportation services may be performed by CONTRACTOR through the use of qualified employees, or independent contractors, if independent contractors or subcontractors are approved by CITY, which determination shall be at the sole discretion of CITY.
- 4.2 CONTRACTOR shall ensure that all personnel providing services pursuant to this Agreement comply with all applicable federal, state, and county regulations, laws, and Licensing requirements prior to and at all time while operating Vehicle(s) or performing any duties or

functions relating to the requirements of this Agreement.

- 4.3 Drivers are required to attend and successfully complete the COUNTY's training program for drivers in Broward County's Community Shuttle Program or an approved equivalent type of program. Drivers employed by the Contractor during the term of the Agreement shall be properly State licensed operators. The Driver's shall have the qualifications as required by the State of Florida and the COUNTY. All drivers shall, during the term of the Agreement possess the following qualifications and adhere to the following standards. The CONTRACTOR shall not permit any driver to operate a Vehicle, and shall immediately dismiss any driver from performing services under the Agreement if driver fails to maintain said qualifications or standards and if Driver's driving record, as compiled by the Department of Motor Vehicles of the State of Florida, does not meet the following criteria:

- (a) Minimum age for driver shall be twenty-one (21) years.
- (b) Drivers must possess a valid Florida commercial driver's license as required by law.
- (c) Drivers shall have no more than one (1) moving violations or accidents (counted individually or combined) within a three (3) year period.
- (d) Drivers must have no history of a conviction for a DUI, DWI, or possession, control, or distribution of an illegal substance. Additionally, drivers shall have no history of felony convictions. In the event a law enforcement agency charges a driver with any of the foregoing, upon receipt of knowledge of such fact, the driver involved shall be suspended.
- (e) Driver must have been a licensed driver for at least three (3) years.
- (f) No more than (1) moving violation in the past three (3) years.
- (g) No AT-FAULT accidents in the last three (3) years.
- (h) No failure to Appear or Failures to Pay in the last three (3) years.
- (i) No reckless Driving within the last seven (7) years.
- (j) No suspensions within the last three (3) years (one suspension for PIP permitted).
- (k) No Manslaughter resulting from the operation of a motor vehicle.
- (l) No Hit-Run or Hit-Run Property Damage.
- (m) No reckless Driving causing injury.
- (n) No Driving under the Influence causing Injury.

(o) No combination of any violations that indicate a pattern of irresponsibility or poor judgment

- 4.4 In addition to the required Driver Certification Training as more fully described in Section 2. 6 above, during Phase 1, CONTRACTOR shall make Drivers available upon request of City, for Vehicle Orientation Training once the County converts the gas buses to liquid propane. CONTRACTOR shall ensure that all Drivers obtain the Vehicle Orientation Training within twenty (20) days of written notice from the CITY, unless the parties mutually agree to an extension of time.
- 4.5 At the commencement of Phase 2, CONTRACTOR shall make Drivers available for Electric Vehicle Training within twenty (20) days, unless the parties mutually agree to an extension of time.
- 4.6 Medical examinations are required for all applicants for driver positions and for all existing drivers. Medical examination requirements shall include a pre-employment examination for applicants, an examination at least once every two years for existing drivers, a return to duty examination for any driver prior to returning to duty after thirty (30) days or more of absence due to illness, medical condition, or injury. Medical examinations shall comport with all requirements set forth in Section 14-90.041, Florida Rules, "Medical Examinations for Bus Transit System Drivers."
- 4.7 Drivers must be capable of speaking, writing, and understanding the English language fluently.
- 4.8 Drivers shall keep CITY shuttle/bus timetables or other transit information provided to it in an orderly fashion on the vehicle available to any passenger requesting such material.
- 4.9 CONTRACTOR shall assign a Project Manager to oversee the complete operation of the public transportation service and the Project Manager will serve as the day-to-day liaison with the City.
- 4.10 Competence of Staff. In the event that any of CONTRACTOR's employee is found to be unacceptable to the CITY, the CITY shall notify the CONTRACTOR in writing of such fact and the CONTRACTOR shall immediately remove said employee unless otherwise agreed and, if requested by the CITY, promptly provide a replacement acceptable to the CITY. CONTRACTOR will be required to provide certification of a Drug Free Workplace Program; and CONTRACTOR is required to comply with all applicable requirements of the US DOT regulations, including regulations for drug and alcohol testing.
- 4.11 CONTRACTOR agrees, and shall require, independent subcontractors, if permitted by CITY, to agree to participate in BCT's drug and alcohol testing program or establish and implement subject to BCT review and approval, its own drug and alcohol testing program that complies with 49 CFR Part 655.

CONTRACTOR further agrees to certify, prior to the commencement of services under this Agreement and annually thereafter, compliance with current Federal transit regulations to the BCT Director.

ARTICLE 5

INSURANCE REQUIREMENTS

- 5.1 Contractor agrees to maintain, on a primary basis and at its sole expense, at all times during the life of any resulting contract, the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under any resulting contract.

5.1.1 Commercial General Liability. Contractor agrees to maintain Commercial General Liability at a limit of liability not less than **\$1,000,000** Each Occurrence, **\$2,000,000** Annual Aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.

5.1.2 Business Automobile Liability. Contractor agrees to maintain Business Automobile Liability at a limit of liability not less than **\$5,000,000** Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

5.1.3 Worker's Compensation Insurance & Employers Liability. Contractor agrees to maintain Worker's Compensation Insurance & Employers Liability in accordance with Florida Statute Chapter 440.

- 5.2 **Additional Insured.** Contractor **agrees to** endorse City as an Additional Insured with a CG 2026 07 04 Additional - Insured – Designated Person or Organization endorsement or CG 2010 19 01 Additional Insured - Owners, Lessees, or Contractors – Scheduled Person or

Organization or CG 2010 07 04 Additional Insured - Owners, Lessees, or Contractors – Scheduled Person or organization in combination with CO 2037 07 04 Additional Insured - Owners. Lessees Contractors- Completed Operations, or similar endorsements, to the Commercial General Liability. The Additional Insured shall read "City of Hallandale Beach."

5.3 Waiver of Subrogation. Contractor agrees by entering into this contract to a Waiver of Subrogation for each required policy herein. When required by the insurer, or should a policy condition not permit Contractor to enter into an pre-loss agreement to waive subrogation without an endorsement, then Contractor agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Contractor enter into such an agreement on a pre-loss basis.

5.4 Certificate(s) of Insurance. Contractor agrees to provide City a Certificate(s) of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect. Said Certificate(s) of Insurance shall include a minimum thirty (30) day endeavor to notify due to cancellation or non-renewal coverage. Such policies shall be issued by companies authorized to do business in the State of Florida, with a minimum AM Best financial rating of A- Coverage shall be provided on forms no more restrictive than the latest edition of the applicable form filed by the Insurance Services Office. CITY's contractor shall name Broward County as an additional insured under the primary and non-contributory Commercial General Liability policy, Business Automobile Liability policy as well as on any Excess Liability policy. The official title of the Certificate Holder is Broward County. This official title shall be used in all insurance documentation. The Certificate Holder address shall read:

City of Hallandale Beach

Risk Manager

400 South Federal Highway

Hallandale Beach, FL 33009

And

Broward County

- 5.5 Umbrella or Excess Liability.** Contractor may satisfy the minimum liability limits required above for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. Contractor agrees to endorse.

City and County as an "Additional Insured" on the Umbrella or Excess Liability unless the Certificate of Insurance states the Umbrella or Excess Liability provides coverage on a "Follow- Form" basis.

- 5.6 Right to Revise or Reject.** City reserves the right, but not the obligation, to revise any insurance requirement, not limited to limits, coverages and endorsements, or to reject any insurance policies which fail to meet the criteria stated herein. Additionally, City reserves the right, but not the obligation, to review and reject any insurer providing coverage due of its poor financial condition or failure to operating legally.

ARTICLE 6**COMPENSATION**

- 6.1** CITY agrees to pay CONTRACTOR, in the manner specified in Section 6.2, (a) the total amount of ____ Dollars (\$____) per hour for Phase 1 Term, and (b) the total amount of ____ Dollars (\$____) per hour for Phase 2 Term for work actually and timely performed and completed pursuant to this Agreement (including, without limitation, service, operation, maintenance, repairs not covered by application warranties, fuel and energy cost), which amount shall be accepted by CONTRACTOR as full compensation for all such work. It is acknowledged and agreed by CONTRACTOR that this amount is the maximum payable and constitutes a limitation upon CITY's obligation to compensate CONTRACTOR for its services related to this Agreement. This maximum amount, however, does not constitute a limitation, of any sort, upon CONTRACTOR's obligation to perform all items of work required by or which can be

reasonably inferred from the Scope of Services. No amount shall be paid to CONTRACTOR to reimburse its expenses.

- 6.2 CONTRACTOR shall be responsible to maintain timely routes for the Shuttle Service. Should there be a service disruption on any route, CONTRACTOR shall have forty-five (45) minutes to restore normal service levels. If CONTRACTOR fails to restore normal service levels as required, CITY shall reduce the next applicable invoice to reflect the missed service.

6.3 METHOD OF BILLING AND PAYMENT

6.3.1 Payment shall be due within forty five (45) days of date stipulated on the invoice, provided, invoice is accepted for payment. Payment shall be made only for approved invoices. The CITY retains the right to delay or withhold payment for services which have not been accepted by the CITY.

- 6.4 Notwithstanding any provision of this Agreement to the contrary, CITY may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work which has not been remedied or resolved in a manner satisfactory to the City's Contract Administrator or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by CITY.

- 6.5 Payment shall be made to CONTRACTOR at:

ARTICLE 7

TERMINATION

- 7.1 Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement except that notice of termination by the City Manager, which the City

Manager deems necessary to protect the public health, safety, or welfare may be verbal notice that shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Agreement.

7.2 In the event this Agreement is terminated for convenience, CONTRACTOR shall be paid for any services properly performed under the Agreement through the termination date specified in the written notice of termination. CONTRACTOR acknowledges and agrees that it has received good, valuable and sufficient consideration from CITY, the receipt and adequacy of which are, hereby acknowledged by CONTRACTOR, for CITY's right to terminate this Agreement for convenience, and that CONTRACTOR shall not be entitled to any consequential damage or loss of profits.

ARTICLE 8

MISCELLANEOUS

8.1 RIGHTS IN DOCUMENTS AND WORK

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of CITY; and, if a copyright is claimed, CONTRACTOR grants to CITY a non-exclusive license to use the copyrighted item(s) indefinitely, to prepare derivative works, and to make and distribute copies to the public. In the event of termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by CONTRACTOR, whether finished or unfinished, shall become the property of CITY and shall be delivered by CONTRACTOR to the City's Contract Administrator within seven (7) days of termination of this Agreement by either party. Any compensation due to CONTRACTOR shall be withheld until all documents are received as provided herein.

8.2 AUDIT RIGHT AND RETENTION OF RECORDS

8.2.1 CITY shall have the right to audit the books, records, and accounts of CONTRACTOR and its subcontractors, if permitted, that are related to this Project.

CONTRACTOR and its subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project. All books, records, and accounts of CONTRACTOR and its subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, CONTRACTOR or its subcontractor, as applicable, shall make same available at no cost to CITY in written form.

8.2.2 CONTRACTOR and its subcontractors, if permitted, shall preserve and make available, at reasonable times for examination and audit by CITY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by CITY to be applicable to CONTRACTOR's and its subcontractors' records, CONTRACTOR and its subcontractors shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by CONTRACTOR or its subcontractors. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for CITY's disallowance and recovery of any payment upon such entry.

8.3 To the extent Contactor is acting on behalf of City as provided in Section 119.0701, Florida Statutes, Contactor shall:

- a. Keep and maintain public records required by City to perform the services under this Contract;
- b. Upon request from City, provide City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time

and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

- c. Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by law for the duration of this Contract and following completion or termination of this Contract if the records are not transferred to City; and
- d. Upon completion or termination of this Contract, transfer to City, at no cost, all public records in possession of Contractor or keep and maintain public records required by City to perform the services. If Contactor transfers the records to City, Contactor shall destroy any duplicate public records that are exempt or confidential and exempt. If Contactor keeps and maintains public records, Contactor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to City upon request in a format that is compatible with the information technology systems of City.

8.4 The failure of Contactor to comply with the provisions of this article shall constitute a material breach of this Contract entitling City to exercise any remedy provided in this Contract or under applicable law, all of such remedies being cumulative.

8.5 A request for public records regarding this Contract must be made directly to City, who will be responsible for responding to any such public records requests. Contactor will provide any requested records to City to enable City to respond to the public records request.

8.6 Any material submitted to City that Contactor contends constitutes or contains trade secrets or contends is otherwise exempt from production under Florida public records laws (including Florida Statutes Chapter 119) ("Trade Secret Materials") must be separately submitted and conspicuously labeled "EXEMPT FROM PUBLIC RECORD PRODUCTION – TRADE SECRET." In addition, Contactor must, simultaneous with the submission of any Trade Secret Materials, provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under Florida Statutes Section 812.081 and

stating the factual basis for same. In the event a third party submits a request to City for records designated by Contactor as Trade Secret Materials, City shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by Contactor. Contactor shall indemnify and defend City and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to the non-disclosure of any Trade Secret Materials in response to a records request by a third party.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF FLORIDA STATUTES CHAPTER 119 TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 457-1340, CITYCLERKOFFICE@COHB.ORG, 400 S. FEDERAL HIGHWAY, HALLANDALE BEACH, FLORIDA 33009.

8.7 PUBLIC ENTITY CRIME ACT

CONTRACTOR represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, as may be amended from time to time, which essentially provides that a person or affiliate who is a CONTRACTOR, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to CITY, may not submit a bid on a contract with CITY for the construction or repair of a public building or public work, may not submit bids on leases of real property to CITY, may not be awarded or perform work as a CONTRACTOR, supplier, subcontractor, or consultant under a contract with CITY, and may not transact any business with CITY in excess of the threshold amount provided in Section 287.017, Florida Statutes, as may be amended from time to time, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in

termination of this Agreement and recovery of all monies paid by CITY pursuant to this Agreement and may result in debarment from CITY's competitive procurement activities.

In addition to the foregoing, CONTRACTOR further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether CONTRACTOR has been placed on the convicted vendor list.

8.8 INDEPENDENT CONTRACTOR

CONTRACTOR is an independent CONTRACTOR under this Agreement. In providing services, neither CONTRACTOR nor its agents shall act as officers, employees, or agents of CITY. No partnership, joint venture, or other joint relationship is created hereby. CITY does not extend to CONTRACTOR or CONTRACTOR's agents any authority of any kind to bind CITY in any respect whatsoever.

8.9 THIRD PARTY BENEFICIARIES

Neither CONTRACTOR nor CITY intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

8.10 NOTICES

Whenever either party desires or is required to provide notice to the other as addressed in this contract, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, or by email provided that the notice is also sent by one of the foregoing methods, and addressed to the party for whom it is intended at the

**COMMUNITY SHUTTLE MAINTENANCE
AND OPERATION SERVICES**

place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

City of Hallandale Beach

Earle Jeremy

City Manager

400 South Federal Highway

Hallandale Beach, FL 33009

With Copy to:

Name of Director

Attn: Department Name

Department Address

Hallandale Beach, FL 33009

And:

Jennifer Merino

City Attorney

400 South Federal Highway

Hallandale Beach, FL 33009

And:

Procurement Department

400 South Federal Highway

Hallandale Beach, FL 33009

Contractor:

8.11 ASSIGNMENT AND PERFORMANCE. Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other party. CITY may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by CONTRACTOR of this Agreement or any right or interest herein without CITY's written consent.

8.11.1 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.

8.11.2 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 CITY shall be comparable to the best local and national standards.

8.12 CONFLICTS

8.12.1 Neither CONTRACTOR nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with CONTRACTOR's loyal and conscientious exercise of judgment and care related to its performance under this Agreement.

8.12.2 In the event CONTRACTOR is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, CONTRACTOR agrees to require such subcontractors, by written contract, to comply with the provisions of this Agreement and the ILA with the County, as such Agreements are amended from time to time, to the same extent as CONTRACTOR.

8.13 MATERIALITY AND WAIVER OF BREACH

8.13.1 CITY and CONTRACTOR agree that each requirement, duty, and obligation set forth herein was bargained for at arms-length and is agreed to by the parties in exchange for quid pro quo, that each is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof.

8.13.2 CITY's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

8.14 COMPLIANCE WITH LAWS

CONTRACTOR shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

8.11 SEVERANCE

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless CITY or CONTRACTOR elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

8.12 JOINT PREPARATION

Each party and its counsel have participated fully in the review and revision of this Agreement and acknowledge that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

8.13 PRIORITY

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of Articles 1 through 8 of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 8 shall prevail and be given effect. In the event of conflict between documents, the following order shall govern:

- 1) This Agreement, as amended.
- 2) County ILA, as amended from time to time.
- 3) RFP
- 4) Response to RFP

8.14 JURISDICTION, VENUE, WAIVER OF JURY TRIAL

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. All parties agree and accept that jurisdiction of any controversies or legal problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. BY ENTERING INTO THIS AGREEMENT, CONTRACTOR AND CITY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.

Nothing in this Agreement is intended to serve as a waiver of sovereign immunity, or of any other immunity, defense, or privilege enjoyed by the City pursuant to Section 768.28 Florida Statutes.

8.15 AMENDMENTS

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the CITY and CONTRACTOR or others delegated authority to or otherwise authorized to execute same on their behalf.

8.16 PRIOR AGREEMENTS

This document represents the final and complete understanding of the parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

8.17 PAYABLE INTEREST

8.17.1. CITY shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof CONTRACTOR waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement.

8.17.2. Rate of Interest. In any instance where the prohibition or limitations of Section 8.17.1 are determined to be invalid or unenforceable, the annual rate of interest payable by CITY under this Agreement, whether as prejudgment interest or for any other purpose, shall be .025 percent simple interest (uncompounded).

8.18 INCORPORATION BY REFERENCE

The attached Exhibits are hereby incorporated into and made a part of this Agreement.

8.19 REPRESENTATION OF AUTHORITY

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

8.20 MULTIPLE ORIGINALS

Multiple copies of this Agreement may be executed by all parties, each of which, bearing original signatures shall have the force and effect of an original document.

ARTICLE 9
NONDISCRIMINATION, EQUAL OPPORTUNITY
AND AMERICANS WITH DISABILITIES ACT

9.1 CONTRACTOR shall not unlawfully discriminate against any person in its operations and activities in its use or expenditure of funds or any portion of the funds provided by this Agreement and shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded in whole or in part by CITY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines and standards.

9.1.1 CONTRACTOR's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 16 ½), gender identity, gender expression, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully or appropriately used as a basis for service delivery.

9.1.2 CONTRACTOR shall comply with Title I of the Americans with Disabilities Act regarding nondiscrimination on the basis of disability in employment and further shall not discriminate against any employee or applicant for employment because of race, age, religion, color, gender, sexual orientation, gender identity, gender expression, national origin, marital status, political affiliation, or physical or mental disability. In addition, CONTRACTOR shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions or employment, training (including apprenticeship, and accessibility).

9.1.3 CONTRACTOR shall take affirmative action to ensure that applicants are employed and employees are treated without regard to race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 16 ½), gender identity, gender expression, national origin, marital status, political affiliation, or physical or mental disability during employment. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff; termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

9.1.4 CONTRACTOR shall not engage in or commit any discriminatory practice in violation of the Broward County Human Rights Act (Broward County Code, Chapter 16 ½) in performing any services pursuant to this Agreement.

9.2 During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agree to the following clauses:

1. Compliance with Regulations: The Contractor shall comply with the Regulations relative to nondiscrimination in Federally assisted programs of the U.S. Department of Transportation (hereinafter, “USDOT”) Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
2. Nondiscrimination: The Contractor, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate, either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. Solicitations for Subcontractors, including Procurements of Materials and Equipment: In all solicitations made by the Contractor, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials or leases of equipment; each potential subcontractor or supplier shall be notified by the Contractor of the subcontractor’s obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.
4. Information and Reports: The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of

another who fails or refuses to furnish this information the Contractor shall so certify to the Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration as appropriate and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the City of Hallandale Beach shall impose contract sanctions as appropriate, including, but not limited to:
 - a. withholding of payments to the Contractor under the contract until the Contractor complies, and/or
 - b. cancellation, termination, or suspension of the contract, in whole or in part.
6. Incorporation of Provisions: The Contractor shall include the provisions of paragraphs (1) through (6) of this section in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the City of Hallandale Beach, Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions including sanctions for noncompliance.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: CITY OF HALLANDALE BEACH, signing by and through its City Manager, duly authorized to execute same.

CITY

ATTEST: CITY OF HALLANDALE BEACH

CITY CLERK

By _____
CITY MANAGER

_____ day of _____, 20_____

Approved as to legal sufficiency and form

CITY ATTORNEY

**COMMUNITY SHUTTLE MAINTENANCE
AND OPERATION SERVICES**



IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature. [Contractor name] signing by and through its _____ [TITLE AND NAME], duly authorized to execute same.

CONTRACTOR MUST EXECUTE THIS CONTRACT AS INDICATED BELOW. USE CORPORATION OR NONCORPORATION FORMAT, AS APPLICABLE. If the Company President does not sign the Contract, there must be a Secretary's Certificate Form provided to the CITY of Hallandale Beach, Florida indicating designee signing, has the authority to sign.

CONTRACTOR

ATTEST:

Corporate Secretary

By _____

PRINT NAME AND TITLE
(Type Name and Title Signed Above) _____ Day of _____, 20____.

(Corporate Seal) OR (NOTARIZE BELOW)

OR (ONLY If not incorporated sign below).

WITNESSES:

(PRINT NAME)

(PRESIDENT OR VICE-PRESIDENT)

(PRINT NAME)

(TYPE NAME & SIGNED ABOVE)

NOTARY SEAL

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____.

Signature of Notary

Name of Notary Printed, or Stamped

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____



**ADDENDUM # 1
RFP # FY 2020-2021-006
COMMUNITY SHUTTLE
MAINTENANCE AND OPERATION SERVICES
AUGUST 9, 2021**

Please ensure you check the City's website for the latest addendum released for this project. Below find the link to the City's website: www.cohb.org/solicitations.

Proposing firms must provide this Addendum # 1 form signed by an authorized officer of the firm to acknowledge receipt of ADDENDUM # 1. The form must be provided with firm's response.

PLEASE NOTE: Exhibit J - FTA-USDOT Funding Supplement 03/06/2019 which contain Exhibits 5-11 MUST be completed/filled out, signed and submitted with your Firm's proposal.

EXHIBIT 5: Government-Wide Debarment and Suspension (Nonprocurement) Certification

EXHIBIT 6: Buy America Certification

EXHIBIT 7: Restrictions On Lobbying Certification

EXHIBIT 8: Drug and Alcohol Testing Program Compliance Certification

EXHIBIT 9: Bus Testing Compliance Certification

EXHIBIT 10: Pre-Award and Post-Delivery Audit Requirements Certification

EXHIBIT 11: Transit Vehicle Manufacturer (TVM) Certification of Compliance with Sub Part D, Part 26

PLEASE NOTE, PAGE 40 AND 44 OF THE RFP HAS BEEN REVISED TO NOW INCLUDE EXHIBIT J AS A REQUIRED DOCUMENT TO BE COMPLETED AND SUBMITTED WITH FIRM'S RFP SUBMITTAL:

FORMS:

Proposing Firm must complete and include all the following forms within the proposal submission on the USB drive.

Form A: [This Proposal Submitted by Form](#)

Form B: [Variance Form](#)

Form C: [Legal Proceedings Form](#)

Form D: [Public Entity Crime Form](#)

Form E: [NA](#)

Form F: [Conflict of Interest Notification Requirement Questionnaire](#)

Form G: [Drug Free Workplace Form](#)

Form H: [Anti-Kickback Affidavit](#)

Form I: [Confidentiality Form](#)

Form J: [Request to Withdraw Proposal Form](#)

Form K: [Unable to Submit a Response](#)

Form L: [Reference Form](#)

[EXHIBIT J – FTA-USDOT Funding Supplement 03/06/2019.](#)

m. [Addenda](#), if any.

PLEASE NOTE RECEIPT OF ADDENDUM # 1 BY SIGNING BELOW AND INCLUDE WITH YOUR FIRM'S SUBMISSION.

I ACKNOWLEDGE RECEIPT OF ADDENDUM # 1:

Company	
Name	
Title	
Signature	
Date	

Sincerely,



Andrea Lues, Director, Procurement Department



**ADDENDUM # 2
RFP # FY 2020-2021-006
COMMUNITY SHUTTLE
MAINTENANCE AND OPERATION SERVICES
AUGUST 10, 2021**

Please ensure you check the City's website for the latest addendum released for this project. Below find the link to the City's website: www.cohb.org/solicitations.

Proposing firms must provide this Addendum # 2 form signed by an authorized officer of the firm to acknowledge receipt of ADDENDUM # 2. The form must be provided with firm's response.

PLEASE NOTE: THE FOLLOWING LANGUAGE IN RED HAS BEEN ADDED.

NON-MANDATORY PRE-PROPOSAL CONFERENCE AVAILABLE ONLY IN PERSON:

Due to the current circumstances of the COVID-19 pandemic, the number of representatives, per firm to enter the Commission Chambers is limited to one (1) representative. The maximum capacity of the Chambers is ten (10) people to allow for social distancing. Masks are required.

PRE-PROPOSAL CONFERENCE SCHEDULED FOR:

**AUGUST 19, 2021 AT 11:00 A.M.
CITY OF HALLANDALE BEACH
COMMISSION CHAMBERS
400 SOUTH FEDERAL HIGHWAY
HALLANDALE BEACH, FL 33009**

PLEASE NOTE RECEIPT OF ADDENDUM # 2 BY SIGNING BELOW AND INCLUDE WITH YOUR FIRM'S SUBMISSION.

I ACKNOWLEDGE RECEIPT OF ADDENDUM # 2:

Company	
Name	
Title	
Signature	
Date	

Sincerely,

Andrea Lues

Andrea Lues, Director, Procurement Department



ADDENDUM # 3

RFP # FY 2020-2021-006

COMMUNITY SHUTTLE MAINTENANCE AND OPERATION SERVICES

SEPTEMBER 9, 2021

Please ensure you check the City's website for the latest addendum released for this RFP/project. Below find the link to the City's website: www.cohb.org\solicitations.

Proposing firms must provide this Addendum # 3 form signed by an authorized officer of the firm to acknowledge receipt of Addendum # 3 with your Firm's proposal. Addendum #1 form must be provided with firm's response.

PLEASE NOTE: ORIGINAL BUSINESS AUTOMOBILE LIABILITY INSURANCE, PAGES 32 AND 88:

Business Automobile Liability Contractor agrees to maintain Business Automobile Liability at a limit of liability not less than **\$5,000,000** Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

PLEASE NOTE: REVISED INSURANCE REQUIREMENTS ARE AS FOLLOWS PAGES 32 AND 88:

Contractor agrees to maintain, on a primary basis and at its sole expense, at all times during the life of any resulting contract the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under any resulting contract.

Commercial General Liability Contractor agrees to maintain Commercial General Liability at a limit of liability not less than \$1,000,000 Each Occurrence, \$2,000,000 Annual Aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.

Business Automobile Liability Contractor agrees to maintain Business Automobile Liability at a limit of liability not less than **\$1,000,000 Each Occurrence**. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Worker's Compensation Insurance & Employers Liability Contractor agrees to maintain Worker's Compensation Insurance & Employers Liability in accordance with Florida Statute Chapter 440.

Additional Insured Contractor agrees to endorse City as an Additional Insured with a CG 2026 07 04 Additional Insured – Designated Person or Organization endorsement or CG 2010 19 01 Additional Insured - Owners, Lessees, or Contractors – Scheduled Person or Organization or CG 2010 07 04 Additional Insured - Owners, Lessees, or Contractors – Scheduled Person or organization in combination with CO 2037 07 04 Additional Insured - Owners. Lessees Contractors- Completed Operations, or similar endorsements, to the Commercial General Liability. The Additional Insured shall read "City of Hallandale Beach."

Waiver of Subrogation Contractor agrees by entering into this contract to a Waiver of Subrogation for each required policy herein. When required by the insurer, or should a policy condition not permit Contractor to enter into an pre-loss agreement to waive subrogation without an endorsement, then Contractor agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Contractor enter into such an agreement on a pre-loss basis.

Certificate(s) of Insurance Contractor agrees to provide City a Certificate(s) of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect. Said Certificate(s) of Insurance shall include a minimum thirty (30) day endeavor to notify due to cancellation or non-renewal coverage. The Certificate Holder address shall read:

City of Hallandale Beach

Broward County

Risk Manager

400 South Federal Highway

Halladale Beach, FL 33009

Umbrella or Excess Liability. Contractor may satisfy the minimum liability limits required above for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. Contractor agrees to endorse City as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance states the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

Right to Revise or Reject City reserves the right, but not the obligation, to revise any insurance requirement, not limited to limits, coverages and endorsements, or to reject any insurance policies which fail to meet the criteria stated herein. Additionally, City reserves the right, but not the obligation, to review and reject any insurer providing coverage due of its poor financial condition or failure to operating legally.

PLEASE NOTE RECEIPT OF ADDENDUM # 3 BY SIGNING BELOW AND INCLUDE WITH YOUR FIRM'S SUBMISSION. I ACKNOWLEDGE RECEIPT OF ADDENDUM # 3:

Company	
Name of person signing below	
Title	
Signature	
Date	

Sincerely,

Andrea Lues

Andrea Lues, Director, Procurement Department



ADDENDUM # 4
RFP # FY 2020-2021-006
COMMUNITY SHUTTLE MAINTENANCE AND OPERATION SERVICES
SEPTEMBER 9, 2021

REVISED DUE DATE

Please ensure you check the City's website for the latest addendum released for this RFP/project. Below find the link to the City's website: www.cohb.org/solicitations.

Proposing firms must provide this Addendum # 4 form signed by an authorized officer of the firm to acknowledge receipt of Addendum # 4 with your Firm's proposal.

PLEASE NOTE: ORIGINAL DEADLINE FOR RECEIPT OF RESPONSES:

ORIGINAL DEADLINE FOR RECEIPT OF RESPONSES WAS SEPTEMBER 21, 2021 NO LATER THAN 11:00 AM.

PLEASE NOTE: REVISED DEADLINE FOR RECEIPT OF RESPONSES:

REVISED DEADLINE FOR RECEIPT OF RESPONSES IS SEPTEMBER 28, 2021 NO LATER THAN 11:00 AM.

PLEASE NOTE RECEIPT OF ADDENDUM # 4 BY SIGNING BELOW AND INCLUDE WITH YOUR FIRM'S SUBMISSION.

I ACKNOWLEDGE RECEIPT OF ADDENDUM # 4:

Company	
Name of person signing below	
Title	
Signature	
Date	

Sincerely,

Andrea Lues

Andrea Lues, Director, Procurement Department



ADDENDUM # 5

RFP # FY 2020-2021-006

COMMUNITY SHUTTLE MAINTENANCE AND OPERATION SERVICES

REVISIONS - SEPTEMBER 15, 2021

Please ensure you check the City's website for the latest addendum released for this RFP/project. Below find the link to the City's website: www.cohb.org/solicitations.

Proposing firms must provide this Addendum # 5 form signed by an authorized officer of the firm to acknowledge receipt of Addendum # 5 with your Firm's proposal.

ADDENDUM # 5
RFP # FY 2020-2021-006
COMMUNITY SHUTTLE MAINTENANCE AND OPERATION SERVICES
REVISIONS - SEPTEMBER 15, 2021

3. Type of Vehicle

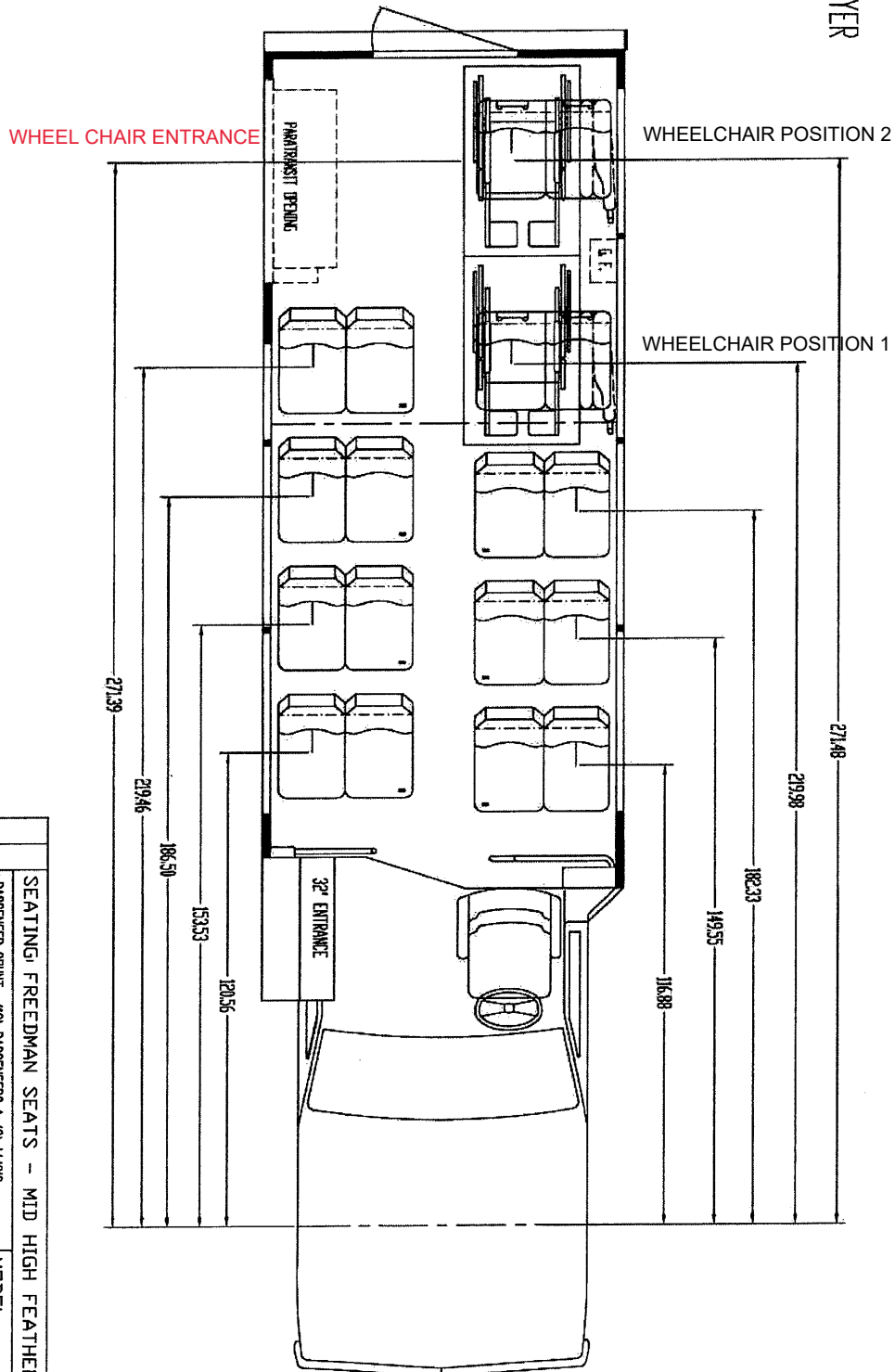
- a. Proposer will be required to operate under the terms and conditions specified in the RFP and Broward County Transit's Community Shuttle Program see **Exhibit K** – Interlocal Agreement between Broward County and City of Hallandale Beach for Community Shuttle..
- b. A fleet of six (6) new Gasoline/Propane fueled, ADA compliant Community Shuttle vehicles will be provided by the City for Phase 1.
- c. A fleet of at least nine (9) new EV Electrical Buses, ADA compliant, will be provided by the City for Phase 2.
- d. In both phases, vehicles will have to be equipped with a Technology Package (hardware, software, and reporting) as follows automatic vehicle locators (AVL), computer aided dispatching (CAD) global positioning systems (GPS), mobile data computers (MDC) collectively referred to as "AVL/MDC Equipment", Automatic Passenger Counters ("APC Equipment"), Automatic Bus-Stop Announcement, and

**COMMUNITY SHUTTLE MAINTENANCE
AND OPERATION SERVICES**

- wireless fidelity (Wi-Fi Equipment) in all Vehicle(s). Contractor to allow the City permanent access to the technology System for control and monitoring of services being performed for the City. County may provide Automatic Passenger Counters APC, GPS, and Wi-Fi Technology components during the term of this awarded contract.
- e. Vehicles must be wrapped with a design provided by the City, approved by the County.
 - f. All Vehicles shall be equipped with an area to post informational flyer, brochures, and shuttle schedules. Loaner/spare vehicles to operate with a mobile tracker.
 - g. **The County will cover the cost of converting the vehicles from gasoline to propane.**
 - h. **The buses are Ford F550s, 28', 7.3l V8 gasoline engine. The buses have a capacity of 18 passengers 0 wheelchairs, 16 passengers 1 wheelchair, 14 passengers 2 wheelchairs. See attached floor plan. Braun Wheelchair lift, Transign "Destinator" electronic destination sign; Transign LLC passenger "Stop Requested" sign; two (2) position Sportworks bike racks; REI public address system. Attached Floor Plan Provided by Broward County Transit. See attachment below.**
 - i. **Below is a picture of the wrapping of the buses design:**



WEIGHT LAYER



REV	ECN	DESCRIPTION	DATE	BY
B	01-371	MOVED V/C STORAGE PLACES 3' INBOARD, PG. 7	10/6/20	PR
A	01-359	ADDED MISSING DIMENSION FOR V/C FLOOR ANCHOR, PG. 4	9/30/20	PR

SEATING, FREEDMAN SEATS - MID HIGH FEATHERWEIGHT	
PASSENGER COUNT: (88) PASSENGERS & (2) V/C'S	
MODEL: F550 DEFENDER	
DRAWING NO: 32809-32850	
DATE: 9/11/20	
SCALE:	
TOLERANCES UNLESS NOTED XXX +/- .005 ANG +/- .1°	
ALL DIMENSIONS IN INCHES UNLESS NOTED	
SHEET NO: 10 OF 10	
DRAWING NO: 32809-32850	
SHEET SIZE: 10 OF 10	
WEIGHT:	

CHAMPION
BUS - INC.

THESE DIMENSIONS ARE FOR INFORMATION ONLY AND NOT TO BE USED FOR CONSTRUCTION. ALL DIMENSIONS ARE IN INCHES UNLESS NOTED.

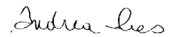
01-474
FLOORPLAN OF 281 R/L F-550 285" V/B

PLEASE NOTE RECEIPT OF ADDENDUM # 5 BY SIGNING BELOW AND INCLUDE WITH YOUR FIRM'S SUBMISSION.

I ACKNOWLEDGE RECEIPT OF ADDENDUM # 5:

Company	
Name of person signing below	
Title	
Signature	
Date	

Sincerely,



Andrea Lues, Director, Procurement Department



ADDENDUM # 6

RFP FY 2020-2021-006 COMMUNITY SHUTTLE MAINTENANCE AND OPERATION SERVICES

Please ensure you check the City's website for the latest addendum released for this project. Below finds the link to the City's website: www.cohb.org/solicitations.

Proposing firms must provide this Addendum # 6 form signed by an authorized officer of the firm to acknowledge receipt of ADDENDUM # 6. The form must be provided with firm's response.

PLEASE NOTE:

Question #1. Who has the current contract?

Answer #1. Limousines of South Florida, Inc.

Question #2. Can we please get a copy of that executed contract?

Answer #2. See attachment below.

Question #3. When is the anticipated start date of phase i?

Answer # 3. Per RFP, Page 7

Question # 4: Is the fuel for the vehicles in phase 1, propane and/or gasoline paid for by the contractor or the city of Hallandale Beach?

Answer # 4. Per RFP, Page 14, c.

Question #5. On page 15, section 3(e) states "vehicles must be wrapped with a design provided by the city, approved by the county". Can you provide a picture of the design or the wrapping of the buses as this will have a monetary effect on the size and colors utilized in the design? Who is responsible for the cost of wrapping the vehicles in both phase 1 and phase 2? Do the backup vehicles need to be wrapped in the same design as the core fleet? For additional clarification, phase #1 will consist of only six (6) vehicles, of which one (1) will be a spare vehicle. Phase #2 will consist of a minimum of nine (9) vehicles pursuant to the RFP. Will there be additional spare vehicles and if so, how many spares will be provided?

Answer # 5. See Addendum # 5 for your first question. For second question, refer to RFP Page 83, Section 2.19. For third question, refer to page 14, letter f.

Question #6. It is my understanding that the vehicles in phase 1 that are to be provided by broward county transit are currently gasoline vehicles although broward county is going to require these vehicles to be converted to propane in the near future. In the event that these vehicles will be required to be converted, who will be responsible for the cost of the propane conversions for these vehicles?

Answer # 6. Refer to Addendum # 5.

Question #7. On page 14 of the RFP, it states in paragraph 3(b), "a fleet of six (6) new gasoline/propane fueled, ADA compliant community shuttle vehicles will be provided by the city for phase 1." can you provide us with the model, manufacturer, engine size and passenger capacity of the vehicles that will be provided by broward county?

Answer # 7: Refer to Addendum # 5.

Question #8. On page 14 of the RFP, it states in paragraph 3(c), "a fleet of at least nine (9) new EV electrical buses, ADA compliant, will be provided by the city for phase 2." can you provide us with the model, engine size and passenger capacity of the vehicles that will be provided as these specifications are needed to calculate our proposed hourly costs, as all maintenance costs including parts and labor are the responsibility of the contractor.

Answer #8. No additional information available.

Question #9. On page 32 of the RFP, it states under business automobile liability that the "contractor agrees to maintain business automobile liability at a limit of liability not less than \$5,000,000 each occurrence". Currently the limits of automobile liability insurance are \$1,000,000 combined single limit and this amount is consistent with what broward county currently requires all of their contractors in both contracted routes, community bus and paratransit services in broward county. Additionally, the city of Hallandale Beach is protected by having the contractor indemnify the city of Hallandale Beach along with requiring the contractor to defend the city (see page 84, article 3 titled indemnification. The city of Hallandale Beach is also protected by sovereign immunity and therefore, this \$5,000,000 requirement is clearly excessive and will only add additional costs to the contractor's proposed hourly rate. Therefore, will the city consider lowering the automobile liability insurance requirement to \$1,000,000 which is consistent with all other broward county transit contracts currently in effect?

Answer #9. Refer to Addendum # 3.

Question #10. On page 14, section 2(b) states "city may provide parking, charging stations, and or maintenance facilities for the ev electric vehicle fleet for phase 2". Where will the nine (9) electric vehicles be parked and where will the charging stations be located? What type of maintenance facility will be provided by the city of Hallandale Beach for the operation of this service pursuant to page 14, section 2(b)? Where will this maintenance facility be located? What type of equipment will be provided in this maintenance facility such as lifts, compressors, etc. Will the contractor be responsible to provide the facility infrastructure such as lifts and other equipment? Will the contractor be required to have full-time mechanics at this facility? Answers to these questions on the facility is critical to the cost of the operation and maintenance in phase 2 of this five-year agreement.

Answer #10. No additional information available.

Question #11. In phase 2 of the agreement between the city of Hallandale Beach and the contractor, what type of electric charging system will be used and how many hours will the vehicles have to charge? Will all nine (9) vehicles be able to charge at the same time or will there be a requirement to have someone at the charging station while the vehicles are charging? Once fully charged, how many hours will the charged vehicle be able to operate? Will fully charged vehicles be adequate to handle the twelve (12) hour plus workload required by the schedule in phase 2 without having to be charged during the vehicles in-service shift? Please keep in mind portal time to and from the starting and ending locations.

Answer #11. No additional information available.

Question #12. In phase 2 of the agreement between the city of Hallandale Beach and the contractor, will the electric vehicles be able to operate a full twelve (12) hour plus scheduled shift once fully charged and if not, vehicles that need to be switched out or replaced during operational hours to be charged will require additional staff, will the additional staff hours for be paid for by the city?

Answer #12. No additional information available.

Question #13. In phase 2 of the agreement between the city of Hallandale Beach and the contractor, how long is the warranty on the electric vehicles and what is covered under the warranties? Is the warranty based on mileage or time (months) of vehicle purchase? How long a period is the warranty on the battery packs utilized in these vehicles? How many years is the warranty on the charging stations? how many charging stations will be provided for these nine (9) vehicles plus any spares? Who will be responsible for the maintenance of the charging stations?

Answer #13. No additional information available.

Question #14. In phase 2 of the agreement between the city of Hallandale Beach and the contractor, the buses that will be operating on the routes will increase as follows:

- A. Route #1 red route - two (2) buses to three (3) buses;
- B. Route #2 blue route - one (1) bus to two (2) buses;
- C. Route #3 green route - one (1) bus to two (2) buses;
- D. Route #4 orange route - one (1) bus to two (2) buses;

This is an overall increase from five (5) buses to nine (9) buses operating a minimum of twelve hours per day, per vehicle. Will the city be providing backup vehicles and if so, how many backup vehicles will be provided in phase 2 of this agreement?

Answer #14. Per RFP Phase 2, Page 8.

Question 15: on page 14, section 3(d) of the RFP states that the "vehicles will be equipped with a technology package (hardware, software, and reporting). This package includes automatic vehicle locators (avl), gps, automatic passenger counters (apc), automatic bus-stop announcement and wifi". It also includes mobile data computers (mdc). Can you clarify what you are looking for in the mobile data computers as the apc and avl with gps do not really need the mdc to operate.

- A. In option #1 and 1a on page 28 of the RFP titled cost proposal - contractor provides avl/gps and smart phone application, who provides the automatic passenger counter and automatic announcement system?
- B. In option #1b and #1c on page 28 of the RFP titled cost proposal - city provides the technology package. Does this include the apc. Mdc, avl, gps, smart phone application and wifi. Please clarify what is included in the technology package that the city is providing in option #1b and #1c and if the contractor is required to provide any of the technology.
- C. In option #2 on page 28 of the RFP, it states that the contractor shall provide the technology package, does this include all technology as stated in section 3(d) on page 14?
- D. In option #2a on page 28 pf the RFP, it states that the city will provide bus video surveillance system, and communication radio, contractor to provide avl/gps, wifi system and smart phone application, unless county provides the technology package. Please clarify what that means and will the county be providing the avl, apc, and automatic announcement system. Please be more specific on what the contractor needs to supply in option 2a.

- A. In option #1 and 1a on page 28 of the RFP titled cost proposal - contractor provides avl/gps and smart phone application, who provides the automatic passenger counter and automatic announcement system?

Answer #15 A. Per RFP, Cost Proposal, letters a and b, Page 28.

- B. In option #1b and #1c on page 28 of the RFP titled cost proposal - city provides the technology package. Does this include the apc. Mdc, avl, gps, smart phone application and wifi. Please clarify what is included in the technology package that the city is providing in option #1b and #1c and if the contractor is required to provide any of the technology.

Answer #15 B. Per RFP, Cost Proposal, letters c and d, Page 28.

- C. In option #2 on page 28 of the RFP, it states that the contractor shall provide the technology package, does this include all technology as stated in section 3(d) on page 14?

Answer #15 C: Yes. Per RFP, Cost Proposal, letters e, Page 28.

- D. In option #2a on page 28 pf the RFP, it states that the city will provide bus video surveillance system, and communication radio, contractor to provide avl/gps, wifi system and smart phone application, unless county provides the technology package. Please clarify what that means and will the county be providing the avl, apc, and automatic announcement system. Please be more specific on what the contractor needs to supply in option 2a.

Answer #15 D: Per RFP, Cost Proposal, letter f, Page 28.

Question #16. Can the technology package hardware described in the RFP as the automatic passenger counters (apc), automatic bus stop announcement system, automatic vehicle location (avl) and gps units along with the wifi units that are installed in the phase 1 vehicles be utilized in the phase 2 vehicles?

In phase 1, there will be six vehicles and in phase 2, there will be a minimum of nine vehicles plus spares. Will the contractor be required to have the full technology package installed in the spare vehicles in phase 2?

If so, how many spare vehicles will be provided in the phase 2 fleet?

Answer #16 Per RFP Exhibit K. Restrictions, page 21. For Spare Vehicles Per RFP Phase 2, Page 8

Question # 17. In the event that the city of Hallandale Beach or broward county provides the technology package or a part of the overall technology described in the RFP, who will be responsible for the cost of the installation in the technology items that may be provided by the city or county? Additionally, who will be responsible for the cost of the technology equipment repairs after the warranty time-frame has expired?

Answer # 17: Per RFP Exhibit K 3.15.1 Page 20.

Question # 18: Can you please provide the list of attendees at the per-proposal conference held on august 19, 2021.

Answer # 18: Pre-proposal sign-in sheet is uploaded on City's Solicitation Notification Webpage.

Question # 19: Due to the options that include the county directly providing the technology package, will the City accept any technology-only bids?

Answer # 19: Per RFP Page 5, Scope of Work and page 28 Cost Proposal.

Question # 20: Will electronic submissions be considered?

Answer # 20: See pages 1, 41 and 43 of the RFP.

PLEASE NOTE RECEIPT OF ADDENDUM # 6 BY SIGNING BELOW AND INCLUDE WITH YOUR FIRM'S SUBMISSION.

I ACKNOWLEDGE RECEIPT OF ADDENDUM # 6: ONLY RETURN THIS PAGE 5 WITH YOUR PROPOSAL.

Company	
Name	
Title	
Signature	
Date	

Sincerely,



Andrea Lues, Director, Procurement Department

AGREEMENT

Between

CITY of HALLANDALE BEACH, FLORIDA

and

CONTRACTOR

For

MINIBUS SERVICES

This is an Agreement, made and entered into by and between: the CITY OF HALLANDALE BEACH (the "CITY"), a Florida municipal corporation,

AND

Limousines of South Florida, Inc., a Florida corporation, hereinafter referred to as "CONTRACTOR."

WHEREAS, the City began offering the Community Bus Service over fifteen (15) years ago; and

WHEREAS, From its modest beginning, the Community Bus Service area has expanded and now offers four (4) routes which covers the entire City and extends to key locations outside the City; and

WHEREAS, the City issued a Request for Proposal (RFP) FY 2013-2014-002 for community transportation services; and

WHEREAS, At the May 21, 2014, City Commission Meeting the City Commission adopted Resolution # 2014-45 awarding RFP # FY 2013-2014-002, Community Bus Services to Limousines of South Florida, Inc.; authorizing the City Manager to execute an agreement with Limousines of South Florida, Inc., for the operation of the City's Community Bus Services; and

NOW THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, CITY and CONTRACTOR agree as follows:

ARTICLE 1
TERM

The term of the Agreement shall begin on June 1, 2014 and shall remain in effect until September 30, 2015. Specifically, the terms of Option 1 under RFP #FY 2013-2014-002, shall be from June 1, 2014 and shall remain in effect until September 30, 2014. The terms of Option 2 under RFP #FY 2013-2014-002, shall be from October 1, 2014 and shall remain in effect until September 30, 2017. The City is under no obligation to extend or renew this agreement after its expiration. However, the term may be extended for up to two (2) additional one (1) year periods contingent upon satisfactory performance, written mutual consent, and both the appropriation and the availability of funds. Pricing shall remain firm for the term of the contract.

ARTICLE 2
SCOPE OF SERVICES TO BE PROVIDED TO THE CITY

2.1. The CITY has employed the CONTRACTOR to lease, operate and maintain a minibus for the City of Hallandale Beach on the scope of services outlined in the RFP # FY 2012-2013-014, all addendums, questions and responses, are hereby incorporated and made part of this Agreement by reference; and Proposal submitted by the CONTRACTOR, which is hereby incorporated and made part of this Agreement by reference; said RFP # FY 2012-2013-014, addendums, questions and responses, and Proposal submitted by the CONTRACTOR are attached as Exhibit 1.

2.2 CONTRACTOR shall operate the service subject to Broward County Transit's ("BCT") Community Bus Program and agree to be governed by the terms of the inter-local agreement between City and County in effect at the time of the award of the contract; said inter-local agreement is attached herein as Exhibit 2.

2.3. CONTRACTOR shall operate the bus service as a free fare public transportation service. Implementation of fares and subsequent increases will be solely at the City's discretion. The Routes are attached herein as Exhibit 3.

2.4 CONTRACTOR shall not be allowed to pursue bus advertising inside or outside the bus, unless otherwise specified, in writing, by the CITY.

2.5 Drivers are required to attend and successfully complete Broward County's ("COUNTY") training program for drivers in Broward County's Community Bus Program or an approved equivalent type of program. Drivers employed by the Contractor during the term of the Agreement shall be properly licensed operators. The Driver's shall have the qualifications as required by the State of Florida and the County. All drivers shall, during the term of the Agreement possess the following qualifications and adhere to the following standards. The CONTRACTOR shall not permit any driver to operate a Vehicle, and shall immediately dismiss any driver from performing services under the Agreement if driver fails to maintain said qualifications or standards and if Driver's driving record, as compiled by the Department of Motor Vehicles of the State of Florida, does not meet the following criteria:

- (a) Minimum age for driver shall be 21 years.
- (b) Drivers must possess a valid Florida commercial driver's license as required by law.
- (c) Drivers shall have no more than three (3) moving violations or accidents (counted individually or combined) within a five (5) year period.
- (d) Drivers shall have no history of a conviction for a DUI, DWI, or possession, control, or distribution of an illegal substance. Additionally, drivers shall have no history of felony convictions. In the event a law enforcement agency charges a driver with any of the foregoing, upon receipt of knowledge of such fact, the driver involved shall be suspended.
- (e) Driver must have been a licensed driver for at least three (3) years.
- (f) No more than (1) moving violation in the past three (3) years.
- (g) No AT-FAULT accidents in the last three (3) years.
- (h) No failure to Appear or Failures to Pay in the last three (3) years.
- (i) No reckless Driving within the last seven (7) years.
- (j) No suspensions within the last three (3) years (one suspension for PIP permitted).
- (k) No Manslaughter resulting from the operation of a motor vehicle.
- (l) No Hit-Run or Hit-Run Property Damage.
- (m) No reckless Driving causing injury.
- (n) No Driving under the Influence causing Injury.
- (o) No combination of any violations that indicate a pattern of irresponsibility or poor judgment.

2.6 Drivers must be capable of speaking, writing and understanding the English language fluently.

2.7 Drivers shall issue CITY bus timetables or other transit information to any passenger requesting such material.

2.8 A Project Manager shall be assigned and oversee the complete operation of the public transportation service and the Project Manager will serve as the day-to-day liaison with the City.

2.9 ADA Compliance - CONTRACTOR and all vehicles are required to comply with all applicable requirements of the Americans with Disabilities Act at all times while vehicles are being used for public transportation. CONTRACTOR while providing the community bus activities addressed herein shall comply, and assure compliance with the applicable state and federal laws and regulations relating to nondiscrimination on the basis of disability.

2.10 CONTRACTOR will be required to provide certification of a Drug Free Workplace Program; and CONTRACTOR is required to comply with all applicable requirements of the US DOT regulations, including regulations for drug and alcohol testing.

2.11 CONTRACTOR agrees to participate in BCT's drug and alcohol testing program, or establish and implement subject to BCT review and approval, its own drug and alcohol testing program that complies with 49 CFR Part 655. CONTRACTOR further agrees to certify, prior to the commencement of services under this Agreement and annually thereafter, compliance with current Federal transit regulations to the BCT Director.

2.12 CONTRACTOR agrees to prepare, maintain and submit annual reports to Broward County summarizing its drug and alcohol testing program results from the previous year. The annual reports covering the prior calendar year must be submitted to Broward County by a date determined by the Contract Administrator, but no later than February 15th of each year. Additionally, CONTRACTOR shall provide quarterly reports to County summarizing its drug and alcohol testing results and shall permit County to inspect its records during site visits, to ensure compliance with program requirements.

2.13 CONTRACTOR shall maintain certain records of information and data in the format prescribed by County. CONTRACTOR shall supply the reports listed below to County pursuant to the schedules as set forth below. Reports shall be transmitted to County in a format that can be read and updated using standard software tools compatible with County's system, such as Microsoft Excel, Microsoft Word and Acrobat Reader.

Immediately:

Reports of all accidents/incidents (loss of life, injuries, stoppage, or major disruption of service)

Monthly by the seventh (7th) business day of each month:

1. Ridership Report (No. of passengers, revenue miles, Vehicle miles, per Vehicle)
2. Current Roster of Drivers
3. Revenue vehicle System Failure (mechanical failure of Vehicle that occurs in revenue service)
4. Fuel usage for revenue service Vehicles in gallons
5. Complaint summary as required in 2.16 herein

Yearly:

1. Vehicle inventory and mileage on each Vehicle
2. Current insurance certificate in accordance with County requirements
3. National Transit Database Operating Expenses Summary Form
4. Safety Certification to County no later than February 15th annually for the prior calendar year period. The certification shall attest to compliance with the adopted System Safety Security Program Plan (SPP), and the performance of safety inspections on all Vehicles operated by CONTRACTOR. The Safety Certifications shall comply with the standards set forth in Rule 14-90, Florida Administrative Code, Equipment and Operation Safety Standards for Bus Transit Systems as currently in enacted or as may be amended from time to time.

2.14 CONTRACTOR shall have the capability to track the vehicles with a global positioning system (GPS).

2.15 CONTRACTOR shall have a mechanism to clearly announce stops. In the event that the Vehicle(s) is not equipped with an audio/visual system to automatically announce major intersections, destination points and transfer points with other fixed routes, internally both audibly and on a signboard, the operator shall use the internal announcement feature of the on-board public address (PA) system to make the announcements set forth below. In the event that the PA system is not available or is inoperable, the operator shall make the following required announcements using his/her own voice loudly and clearly to be heard by all passengers:

- a. Transfer points with other fixed-routes and
- b. Other major intersections and destination points; and
- c. Intervals along a route to orient individuals with visual impairments or other disabilities to his or her locations, especially if there is a long distance between other announcements; and
- d. Any stop requested by a passenger with a disability, even if it does not meet any of the other criteria for announcement.

2.16 CONTRACTOR shall maintain a log of rider's concerns and suggestions to be made available to the Project Manager. The log should include the name and contact information of the rider, as well as the date, time, route and description of concern.

2.17 CONTRACTOR shall be solely responsible to provide, during the term of this Agreement, a high quality community bus service which shall include, but not be limited to, all Vehicles, equipment, personnel, training, labor, and materials necessary to provide the transportation, scheduling, dispatching, reporting, and monitoring of the community bus service required herein throughout the term of this Agreement.

2.18 Maintenance of Vehicles. CONTRACTOR shall provide a comprehensive maintenance plan. CONTRACTOR shall have a continuing obligation to ensure safe and proper mechanical condition and cleanliness of the Vehicle(s). CONTRACTOR shall perform additional cleaning and extermination for pests in the Vehicle(s). All equipment on the Vehicle(s) shall be maintained in a fully

and proper operable condition at all time (by way of example, but not as a method of exclusion, "all equipment" shall include, but in no way shall be limited to, fully functioning air-conditioning system, turn signals, wheelchair lifts, etc.). CONTRACTOR agrees to maintain all Vehicle(s) in first class appearance and mechanical condition throughout the duration of this Agreement.

2.19 CONTRACTOR shall be required to perform all services and to provide vehicles required for operating within the City. CONTRACTOR shall perform all required mechanical maintenance on vehicles, including fuel and interior/exterior cleanings.

2.19.1 CONTRACTOR shall maintain all Vehicle(s) and equipment in accordance with a preventive maintenance schedule from the Vehicle manufacturer (Scheduled Maintenance Guide). CONTRACTOR shall conduct and document pre-trip and post-trip/Bus Defect Vehicle inspections each day. In addition, CONTRACTOR shall perform all necessary maintenance to ensure the continued and safe operation of all Vehicle(s).

2.19.2 CITY may conduct periodic inspections using its own and contracted service personnel to ensure compliance with all maintenance and cleaning requirements specified in this Agreement or in manufactures' specification and any Vehicle not determined by CITY to be acceptable will be removed from service by CONTRACTOR and all deficiencies corrected immediately. At CITY's request, CONTRACTOR shall take the Vehicle(s) to a location designated by Contract Administrator for inspection.

2.20 CONTRACTOR shall ensure that all personnel providing services pursuant to this Agreement comply with all applicable federal, state, and county regulations, laws, and licensing requirements prior to and at all time while operating Vehicle(s) or performing any duties or functions relating to the requirements of this Agreement.

2.21 Safety and Security Reporting Requirements. CONTRACTOR shall notify Contract Administrator as indicated below and shall submit a monthly report to Contract Administrator summarizing the following:

-
- a. CONTRACTOR shall notify Contract Administrator within two (2) hours of the occurrence and provide a full incident report of any Major Incident involving a transit Vehicle. A Major Incident involves one of the following conditions:
- A fatality due to an incident which shall include suicides, but does not include deaths by natural causes, or death not associated with an incident
 - Injuries requiring immediate medical attention away from the scene for one or more persons
 - Total property damage is equal to or in excess of \$25,000.00
 - An evacuation due to life safety reasons
- b. CONTRACTOR agrees to comply with the following minimum standards:
1. Develop and adopt a System Safety Program Plan (SSPP) and Security Program Plan (SPP) that compiles, with the safety standards set forth in Rule 14-90.
 2. Make the SSPP and SPP available for review and/or inspection at least annually and upon request of CITY.
 3. Permit inspections, safety and security review by CITY and/or the State of Florida.
 4. Comply with CITY's adopted SSPP and ensure that safety inspections have been performed no less than annually on all Vehicle(s) operated pursuant to the provisions of this Agreement by person meeting the requirements of Rule 14-90.
 5. All Vehicle(s) shall be kept clean and orderly during all times of active service.
 6. All accidents shall be reported immediately to the police.
 7. Vehicle(s) shall not be operated if the top or interior lights or the headlights or taillights are not functioning properly. Likewise, a Vehicle shall not be driven unless the brakes, steering mechanism, tires horn, windshield wipers, and side and rearview mirrors are in good working order.
 8. No vehicle shall have within it, or on its exterior, any sign which encourages, advertises for, or otherwise solicits tips.
 9. All vehicles shall be equipped with rearview mirror and side mirrors on driver's and passenger's side.
 10. Speedometer shall be properly installed, in good working order, and exposed to the view of both the driver and the passengers.
 11. The interior of the vehicles shall be clean, sanitary, free from torn or damaged upholstery or floor coverings and from damages or broken seats.
 12. Door hinges and latches shall be in good mechanical working order and all doors shall operate easily and close securely.
 13. Vehicles shall be structurally sound and operate with a minimum of noise, vibration, and visible exhaust fumes.
 14. The body, fenders, doors trim and grill of the Vehicles shall be free from cracks, breaks and dents, and painted.
 15. Vision shall be unobstructed on all four (4) sides of the Vehicles.

2.22 Vehicles should be a new mid-sized shuttle with seating capacity of 20-30 passengers, and aesthetically suitable for a neighborhood shuttle. Vehicles shall be wheelchair accessible and equipped with a bicycle rack.

2.23 Vehicle shall be equipped with an electronic system to count riders.

2.24 Vehicles shall be wrapped with a design provided by the City.

2.25 Any loaner vehicle shall clearly identify the City's name and the route number in front of the bus, with the information visible to riders as the bus approaches the stop.

2.26 Vehicles shall be equipped with an area to post informational flyers, brochures and bus schedules.

2.27 The provision of transportation services may be performed by CONTRACTOR through the use of qualified employees.

2.28 CONTRACTOR may recommend methods of decreasing headway, increased route, increased ridership, connecting to public Facilities, or any other methods of increasing service.

2.29 In the event a vehicle is disabled while servicing the routes, CONTRACTOR shall be required to have the capability to provide backup vehicles, within a half-hour of the time of breakdown.

2.30 Proposed passengers shall have waiting intervals of no more than sixty (60) to sixty-five (65) minutes during hours of operation.

2.31 Service will be provided at a minimum of 6 days per week for Routes 1, 2 and 3; and 7 days for Route 4; with a minimum of 72 hours for routes 1, 2 and 3; and 84 hours for route 4.

2.32 CONTRACTOR shall provide a comprehensive vehicle replacement schedule that is equal to or superior to the standards set by the Broward County Community Bus Program.

2.33 County Program - Contractor shall operate the service subject to Broward County Transit's Community Bus Program and agree to be governed by terms of most current inter-local agreement between City and County.

2.34 Contractor shall provide the City will all reports and documents necessary to satisfy the terms of the most current inter-local agreement between City and County.

ARTICLE 3 **INDEMNIFICATION**

To the fullest extent permitted by law, the CONTRACTOR agrees to indemnify and hold-harmless the City, its officers and employees from any claims, liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney fees to the extent caused, in whole or in part, by the professional negligence, error or omission of the CONTRACTOR or persons employed or utilized by the CONTRACTOR in performance of the Agreement.

To the fullest extent permitted by law, the CONTRACTOR agrees to indemnify and hold-harmless the City, its officers and employees from any claims, liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney fees to the extent caused, in whole or in part, by the recklessness or intentionally wrongful conduct, of the CONTRACTOR or persons employed or utilized by the CONTRACTOR in performance of the Agreement.

CONTRACTOR agrees to indemnify, save harmless and, at the City Attorney's option, defend or pay for an attorney selected by the City Attorney to defend CITY, their officers, agents, servants and employees against any and all claims, losses, liabilities and expenditures of any kind, including attorney's fees, court costs, and other expenses, caused by negligent act or omission of CONTRACTOR, any sub-contractors, their employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, demands, or causes of action of any nature, whatsoever, resulting from injuries or damages sustained by any person or property. CONTRACTOR further agrees to indemnify and save harmless the CITY, their officers, agents and employees, for or on account of

any injuries or damages received or sustained by any person or persons resulting from any construction defects, including latent defects. Neither the CONTRACTOR nor any of its sub-contractors will be liable under this section for damages arising out of intentional torts of CITY or their officers, agents or employees. In the event that any action or proceeding is brought against CITY by reason of any such claim or demand, CONTRACTOR, upon written notice from CITY, shall defend such action or proceeding.

ARTICLE 4 **PERSONNEL**

4.1 **Competence of Staff.** In the event that any of CONTRACTOR's employees are found to be unacceptable to the CITY, the CITY shall notify the CONTRACTOR in writing of such fact and the CONTRACTOR shall immediately remove said employee unless otherwise agreed and, if requested by the CITY, promptly provide a replacement acceptable to the CITY.

ARTICLE 5 **INSURANCE REQUIREMENTS**

CONTRACTOR shall procure and maintain for the duration of and in full compliance with the contract insurance against claims for injuries to persons and damage to property which may arise from or in connection with their performance hereunder by the CONTRACTOR, his agents, representatives, employees and subcontractors. The cost of such insurance shall be included in the CONTRACTOR's price.

5.1. MINIMUM SCOPE OF INSURANCE

A. Commercial General Liability, including:

1. Premises and Operations.
2. Products and Completed Operations.
3. Blanket Contractual Liability,
4. Independent CONTRACTORs.
5. Broad Form Property Damage.
6. Personal Injury Liability.

7. Incidental Medical Malpractice.

8. Fire Legal Liability

B. Auto Liability Insurance

C. Workers' Compensation Insurance.

D. Employer's Liability Insurance.

5.2. **MINIMUM LIMITS OF INSURANCE**

A. Commercial General Liability:

\$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.

B. Auto Liability

\$1,000,000 combined single limit per occurrence for the bodily injury and property damage arising from the operations of all owned, nonowned and hired automobiles.

C. Workers' Compensation:

Workers' Compensation Insurance as required by the State of Florida. If any operations are to be undertaken on or about navigable waters, coverage must be included for the U.S. Longshoremen & Harbor Workers Act and Jones Act.

D. Employer's Liability:

\$100,000 limit per occurrence,

\$500,000 annual aggregate for disease,

\$100,000 limit for disease of an individual employee.

5.3 **DEDUCTIBLES AND SELF-RETENTIONS**

A. Deductibles/Self-Insurance Retentions Defined:

All deductibles and self-insured retentions must be shown clearly on the Certificates of

Insurance and approved by the CITY.

B. Retention Levels:

The CITY has the option to reduce or eliminate any deductible or self-insured retention maintained by the CONTRACTOR.

5.4 **POLICY PROVISIONS**

The policies shall contain the following provisions:

A. Additional Insured, Certificate Holder and Breach of Warranty Clause:

All insurances shall include as Additional Insured and Certificate Holder the CITY of Hallandale Beach. There are not to be any special limitations on the protection being provided to the CITY, its officials, officers, employees or volunteers.

B. CONTRACTOR's Insurance is Primary:

The CONTRACTOR's insurance coverages shall be primary insurance with respect to the CITY's, its officials', officers', employees', and volunteers' insurances. Any insurance and self-insurance maintained by the CITY, its officials, officers, employees, or volunteers shall be excess of the CONTRACTOR's insurances and shall not contribute with it.

C. Coverage Guaranteed:

Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the CITY, its officers, officials, employees or volunteers.

D. Occurrence Basis:

The CONTRACTOR's insurances shall be on an occurrence basis as opposed to a claims-made basis. In other words, claims which occur during the policy period can be reported months or years later and still be paid, if they occur during the policy period. Claims-made policies cover only claims which occur and are made during the policy period. In the event occurrence based insurance is not available, use of claims-made insurance may be considered acceptable in limited circumstances, subject to written

approval by the Risk Manager.

E. 30 Days Notice:

The following clause shall be included in all policies: This policy shall not be suspended, voided, or cancelled by either party, or a reduction or revision in coverage or limits of coverage except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given the CITY.

F. Separation of Insureds:

The definition of insured shall read as follows: "The insurance afforded applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the company's liability". The company, in this context, being the CONTRACTOR's insurance company. If no such definition of the insured is quoted in the insurance, the CONTRACTOR must provide "Cross Liability Clause" or "Severability of Interests Clause" endorsements for all liability insurances.

5.5. ACCEPTABILITY OF INSURANCE COMPANY

A. Best Rating:

Insurance coverage must be with a company with a Best rating A.VII or better.

B. Florida State Licensed:

All insurance policies and bonds herein required of the CONTRACTOR shall be written by a company authorized and licensed to do insurance business in the State of Florida and be executed by agents licensed as agents by the State of Florida.

5.6 VERIFICATION OF COVERAGE

A. Certificates and Endorsements Provided:

The CONTRACTOR shall furnish the CITY with a certificate of insurance specifically stating the bid number and title and with original endorsements affecting coverage. The certificates and endorsements must be received and approved before any work commences.

B. Authorized Signatures:

The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

5.7 COVERAGE CONTINUATION:

Insurance coverage required in these specifications shall be in force throughout the contract. Should the CONTRACTOR fail to provide acceptable evidence of current insurance within seven (7) days of receipt of written notice at any time during the contract, the CITY shall have the right to consider the contract breached and justifying termination thereof.

Compliance by the CONTRACTOR and subcontractors with the foregoing requirements as to carrying insurance and furnishing copies of the insurance policies shall not relieve the CONTRACTOR and all subcontractors of their liabilities and obligations under this contract.

If coverage on the certificates of insurance is shown to expire prior to completion of all terms of the contract with the CITY, the CONTRACTOR shall furnish certificates of insurance evidencing renewal of such coverage to the CITY.

5.8 SUBCONTRACTORS' INSURANCE REQUIREMENTS:

CONTRACTORS shall include all subcontractors as its insured under its policies or shall furnish separate certificates and all endorsements for each subcontractor's coverage. All overages for subcontractors shall be subject to all the requirements stated herein.

ARTICLE 6
COMPENSATION

6.1 CITY agrees to pay CONTRACTOR, in the manner specified in Section 6.2, under Service Option 1, the total amount of Forty-One Dollars and Ninety-One Cents (\$41.91) per hour, and under Service Option 2, the total amount of Forty-Six Dollars and Ninety-Four Cents (\$46.94) per hour,

pursuant to this Agreement, which amount shall be accepted by CONTRACTOR as full compensation for all such work. It is acknowledged and agreed by CONTRACTOR that this amount is the maximum payable and constitutes a limitation upon CITY's obligation to compensate CONTRACTOR for its services related to this Agreement. This maximum amount, however, does not constitute a limitation, of any sort, upon CONTRACTOR's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. No amount shall be paid to CONTRACTOR to reimburse its expenses. The funds shall be used by Contractor for the purpose of maintaining, operating, properly equipping the vehicle(s) and paying labor expenses associated with the performance of this agreement before being used for other business purposes or being distributed as profit or retained earnings. **City shall not be responsible for payment of any other monies or capital contribution to Contractor under this Agreement.**

6.2 METHOD OF BILLING AND PAYMENT

6.2.1 City shall pay Contractor invoices monthly. Contractor shall submit invoices to the City documenting hours of service provided by the Contractor during the preceding month together with such additional documentation, which may be required by the City (e.g., ridership statistics). Within thirty (30) days of receipt of such invoices, City shall compensate Contractor pursuant to the terms forth herein.

CONTRACTOR has accepted the following payment term for payment of all work provided during this CONTRACT:

 X Automated Clearing House (ACH) payment. A direct bank draft to a vendor's bank account. This method will only be authorized by the City if your firm provides a discount to the City for this payment method.

CONTRACTOR has agreed to provide a 1/2 % discount to the City for this payment method.

6.3 Notwithstanding any provision of this Agreement to the contrary, CITY may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work which has not been remedied or resolved in a manner satisfactory to the City's Contract Administrator or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by CITY.

6.4 Payment shall be made to CONTRACTOR at:

City National Bank

Routing #066004367

Acct. # 1954425929 Limousines of South Florida, Inc.

6.5 Penalty

The Schedule of Penalties the City will assess against the Contractor as a consequence of the Contractor's failure to conform to the customer service requirements as outlined in the Agreement are as follows:

- a. Failure to provide backup service within one hour, in the event that one or more vehicle is out of service, shall result in a penalty of \$45.00 per hour or portion of an hour for each affected bus.
- b. Failure to provide heat or air conditioning shall result in a penalty of \$40.00 for each occurrence, and for each affected bus.
- c. Failure to maintain vehicle exterior and interior cleanliness and aesthetics shall result in a penalty of \$100.00 per occurrence.
- d. Failure to maintain the transit schedule within a 20 minute window, excluding acts of weather, road construction/closing shall result in a penalty of \$100.00 after the third occurrence in any given month.
- e. Failure to notify the City regarding any changes in schedule or route shall result in a penalty of \$100.00 per occurrence.

Penalty charges incurred in any given month will be deducted from the payment for that month.

ARTICLE 7

TERMINATION

7.1 This Agreement may be terminated for cause by the aggrieved party if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. All Articles in this contract are material and a breach of any Article shall be grounds for termination for cause. This Agreement may also be terminated for convenience by the CITY. Termination for convenience by the CITY shall be effective on the termination date stated in written

notice provided by the CITY, which termination date shall be not less than thirty (30) days after the date of such written notice. This Agreement may also be terminated by the City Manager upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health or safety. The parties agree that if the CITY erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

7.2 Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement except that notice of termination by the City Manager, which the City Manager deems necessary to protect the public health, safety, or welfare may be verbal notice that shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Agreement.

7.3 In the event this Agreement is terminated for convenience, CONTRACTOR shall be paid for any services properly performed under the Agreement through the termination date specified in the written notice of termination. CONTRACTOR acknowledges and agrees that it has received good, valuable and sufficient consideration from CITY, the receipt and adequacy of which are, hereby acknowledged by CONTRACTOR, for CITY's right to terminate this Agreement for convenience, and that CONTRACTOR shall not be entitled to any consequential damage or loss of profits.

ARTICLE 8 **MISCELLANEOUS**

8.1 RIGHTS IN DOCUMENTS AND WORK

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of CITY; and, if a copyright is claimed, CONTRACTOR grants to CITY a non-exclusive license to use the copyrighted item(s) indefinitely, to prepare derivative works, and to make and distribute copies to the public. In the event of termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by CONTRACTOR, whether finished or unfinished, shall become the property of CITY and shall be delivered by CONTRACTOR to the City's Contract Administrator within seven (7) days of termination of this Agreement by either party. Any compensation due to CONTRACTOR shall be

withheld until all documents are received as provided herein.

8.2 AUDIT RIGHT AND RETENTION OF RECORDS

CITY shall have the right to audit the books, records, and accounts of CONTRACTOR and its subcontractors that are related to this Project. CONTRACTOR and its subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project. All books, records, and accounts of CONTRACTOR and its subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, CONTRACTOR or its subcontractor, as applicable, shall make same available at no cost to CITY in written form.

CONTRACTOR and its subcontractors shall preserve and make available, at reasonable times for examination and audit by CITY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by CITY to be applicable to CONTRACTOR's and its subcontractors' records, CONTRACTOR and its subcontractors shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by CONTRACTOR or its subcontractors. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for CITY's disallowance and recovery of any payment upon such entry.

CONTRACTOR shall, by written contract, require its subcontractors to agree to the requirements and obligations of this Section.

8.3 PUBLIC ENTITY CRIME ACT

CONTRACTOR represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, as may be amended from time to time, which essentially provides that a person or affiliate who is a CONTRACTOR, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit

a bid on a contract to provide any goods or services to CITY, may not submit a bid on a contract with CITY for the construction or repair of a public building or public work, may not submit bids on leases of real property to CITY, may not be awarded or perform work as a CONTRACTOR, supplier, subcontractor, or consultant under a contract with CITY, and may not transact any business with CITY in excess of the threshold amount provided in Section 287.017, Florida Statutes, as may be amended from time to time, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid by CITY pursuant to this Agreement, and may result in debarment from CITY's competitive procurement activities.

In addition to the foregoing, CONTRACTOR further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether CONTRACTOR has been placed on the convicted vendor list.

8.4 **INDEPENDENT CONTRACTOR**

CONTRACTOR is an independent CONTRACTOR under this Agreement. In providing services, neither CONTRACTOR nor its agents shall act as officers, employees, or agents of CITY. No partnership, joint venture, or other joint relationship is created hereby. CITY does not extend to CONTRACTOR or CONTRACTOR's agents any authority of any kind to bind CITY in any respect whatsoever.

8.5 **THIRD PARTY BENEFICIARIES**

Neither CONTRACTOR nor CITY intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

8.6 **NOTICES**

Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express

carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

City of Hallandale Beach

City Manager

400 S. Federal Highway

Hallandale Beach, FL 33009

With Copy to:

Department of Public Works/Utilities & Engineering

630 N.W 2ND Street

Hallandale Beach, FL 33009

And:

City Attorney

400 South Federal Highway

Hallandale Beach, FL 33009

Contractor:

Limousines of South Floirda, Inc.

Attention: Mark Levitt

~~3300 S.W. 11th Avenue~~

Fort Lauderdale, Florida 33315

8.7 ASSIGNMENT AND PERFORMANCE

Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other party. CITY may terminate this Agreement,

effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by CONTRACTOR of this Agreement or any right or interest herein without CITY's written consent.

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 CITY shall be comparable to the best local and national standards.

8.8 **CONFLICTS**

Neither CONTRACTOR nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with CONTRACTOR's loyal and conscientious exercise of judgment and care related to its performance under this Agreement.

In the event CONTRACTOR is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, CONTRACTOR agrees to require such subcontractors, by written contract, to comply with the provisions of this section to the same extent as CONTRACTOR.

8.9 **MATERIALITY AND WAIVER OF BREACH**

CITY and CONTRACTOR agree that each requirement, duty, and obligation set forth herein was bargained for at arms-length and is agreed to by the parties in exchange for quid pro quo, that each is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof.

CITY's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

8.10 **COMPLIANCE WITH LAWS**

CONTRACTOR shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

8.11 **SEVERANCE**

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless CITY or CONTRACTOR elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

8.12 **JOINT PREPARATION**

Each party and its counsel have participated fully in the review and revision of this Agreement and acknowledge that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

8.13 **PRIORITY OF PROVISIONS**

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of Articles 1 through 8 of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 8 shall prevail and be given effect.

8.14 JURISDICTION, VENUE, WAIVER OF JURY TRIAL

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. All parties agree and accept that jurisdiction of any controversies or legal problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. BY ENTERING INTO THIS AGREEMENT, CONTRACTOR AND CITY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.

Nothing in this Agreement is intended to serve as a waiver of sovereign immunity, or of any other immunity, defense, or privilege enjoyed by the City pursuant to Section 768.28 Florida Statutes.

8.15 AMENDMENTS

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the CITY and CONTRACTOR or others delegated authority to or otherwise authorized to execute same on their behalf.

8.16 PRIOR AGREEMENTS

This document represents the final and complete understanding of the parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

8.17 PAYABLE INTEREST

8.17.1. Payment of Interest. CITY shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof CONTRACTOR

waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement.

8.17.2. Rate of Interest. In any instance where the prohibition or limitations of Section 8.17.1 are determined to be invalid or unenforceable, the annual rate of interest payable by CITY under this Agreement, whether as prejudgment interest or for any other purpose, shall be .025 percent simple interest (uncompounded).

8.18 **INCORPORATION BY REFERENCE**

The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties. The attached Exhibits 1, 2 and 3 are hereby incorporated into and made a part of this Agreement.

8.19 **REPRESENTATION OF AUTHORITY**

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

8.20 **MULTIPLE ORIGINALS**

Multiple copies of this Agreement may be executed by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

ARTICLE 9

NONDISCRIMINATION, EQUAL OPPORTUNITY

AND AMERICANS WITH DISABILITIES ACT

CONTRACTOR shall not unlawfully discriminate against any person in its operations and activities in its use or expenditure of funds or any portion of the funds provided by this Agreement and shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded in whole or in part by CITY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines and standards.

CONTRACTOR's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 16 ½), gender identity, gender expression, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully or appropriately used as a basis for service delivery.

CONTRACTOR shall comply with Title I of the Americans with Disabilities Act regarding nondiscrimination on the basis of disability in employment and further shall not discriminate against any employee or applicant for employment because of race, age, religion, color, gender, sexual orientation, gender identity, gender expression, national origin, marital status, political affiliation, or physical or mental disability. In addition, CONTRACTOR shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions or employment, training (including apprenticeship, and accessibility).

CONTRACTOR shall take affirmative action to ensure that applicants are employed and employees are treated without regard to race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 16 ½), gender identity, gender expression, national origin, marital status, political affiliation, or physical or mental disability during employment. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising,

layoff; termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

CONTRACTOR shall not engage in or commit any discriminatory practice in violation of the Broward County Human Rights Act (Broward County Code, Chapter 16 ½) in performing any services pursuant to this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: CITY OF HALLANDALE BEACH through its authorization to execute same by Commission action on 21st, day of May, 2014, signing by and through its City Manager, duly authorized to execute same, and Limousines of South FL, Inc., signing by and through its Vice President,
(name of contractor) (title of authorized officer)
duly authorized to execute same.

ATTEST:

CITY CLERK

CITY

CITY OF HALLANDALE BEACH

By

Renee C. Miller, CITY MANAGER

Approved as to legal sufficiency and form by
CITY ATTORNEY

V. Lynn Whitfield, CITY ATTORNEY


CONTRACTOR MUST EXECUTE THIS CONTRACT AS INDICATED BELOW. USE CORPORATION OR NONCORPORATION FORMAT, AS APPLICABLE.

If the Company President does not sign the Contract, there must be a Secretary's Certificate Form provided to the CITY of Hallandale Beach, Florida indicating designee signing, has the authority to sign.

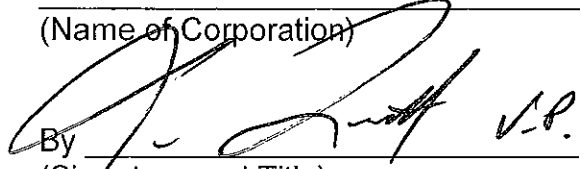
(If incorporated sign below).

CONTRACTOR

ATTEST:



(Secretary)

L. Rossines of South Florida, Inc
(Name of Corporation)

By _____ V.P.
(Signature and Title)

(Corporate Seal)

Raymond Gonzalez, Pres+Sec.
(Type Name and Title Signed Above)

13 Day of June, 2014.

(If not incorporated sign below).

CONTRACTOR

WITNESSES:

(PRINT NAME)

(PRESIDENT OR VICE-PRESIDENT)

(PRINT NAME)
NOTARY SEAL



ADDENDUM # 1

RFP # FY2013-2014-002 COMMUNITY BUS SERVICES

Below find questions and answers as a result of the Mandatory Pre-Proposal Conference held December 3, 2013.

Please note that the deadline to submit questions is now revised to December 10, 2013 by 3 pm.

Please note that the Interlocal Broward County Agreement and Amendment # 1 has been posted on the City's website as part of this addendum.

Question 1

Clarify the # of hours for Option 1 and Option 2 Cost Sheets.

Answer 1

See attached revised Cost Sheets below.

Question 2

The number of years of the contract term are difficult because of the requirement of purchases of vehicles. Can the initial contract term be longer than one (1) year.

Answer 2

The contract term has been revised to a three (3) year period with an option to renew for two (2) one (1) year periods. This revises page 6 of the RFP.

Question 3

Under page 6 of the RFP, Contract Price third paragraph, the City is requesting the firm be willing to maintain pricing for a five (5) year term. Can these be reviewed for a lesser term.

Answer 3

The Option 1 and Option 2 price shall be firm for the initial three (3) year period. This revises page 6 of the RFP, third paragraph.



Question 4

For Option 1 Cost, where the City is supplying the buses, will the City equipt the vehicles in the same manner as is being required for Option 2 Cost.

Answer 4

The Vendor will be responsible for providing all of the additional equipment, including wrapping.

Question 5

Page 13 of the RFP, item 7. Drivers, states that drivers must possess a valid Florida Commercial Driver's license as required by law. Can you stipulate which class.

Answer 5

Florida Commercial Driver's License minimum Class C with a passenger endorsement or if air brakes are applicable, a Florida Commercial Driver's License Class B with a passenger endorsement.

Question 6

Page 9 of the RFP discusses the scope of work. Can you explain the specifications and description of the City's vehicles in order for firms to provide the correct Cost for Option 1. Firms will have to maintain the City's buses under the Option 1 Cost and we need to know what the fleet is in order to propose Cost.

Answer 6

Year	Make	Mileage
2007	Ford/El Dorado (936)	115,474
2010	Ford E450SD Eldorado (989)	120,174
2011	Chevy 4500 Eldorado (1006)	96,362

The vehicle for Route 4 will have to be provided by the Vendor in either option since the City is currently leasing the bus for this route.

Question 7

Under the Agreement Article 5 Insurance there is a requirement for Medical Malpractice, is this an error.

Answer 7

Please ignore and disregard the medical malpractice item of the insurance.

ADDENDUM # 1
REVISED COST SHEET 12-5-2013
TOTAL COST PROPOSAL FOR OPTION 1

Firm to operate and manage the Community Bus Service Program for routes 1, 2 and 3 and the City will supply the shuttle buses. Vendor will operate, manage and provide the bus for Route 4.

The City will consider both Option 1 and Option 2 Cost Proposals to determine which Option best serves the City's needs and will award the Contract for either Option.

The City is requesting that firms provide with their response a willingness to maintain the Option 1 and Option 2 pricing available for future negotiations should the City require, during the term of the three (3) year agreement, to utilize either of these options. The City reserves the right to increase or decrease the service routes and/or estimated # of hours to meet its available budget using the hourly rate prices provided below.

<u>Service Option 1</u>	<u>Hourly Rate</u>	<u>Estimated # of hours</u>	<u>Total Estimated Cost Annually</u>
<u>Routes 1-3</u>	\$	11,196	
<u>Route 4</u> (Vendor will operate, manage and provide the bus for Route 4)	\$	4,376	
TOTAL ESTIMATED COST ANNUALLY FOR OPTION 1 FOR ROUTES 1- 4			\$

I, _____,
Name of authorized Officer per Sunbiz Title
of _____
Name of Firm as it appears on Sunbiz

hereby attest that I have the authority to sign this notarized certification and certify that the above referenced information is true, complete and correct.

Signature Print Name

STATE OF _____

COUNTY OF _____

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ DAY OF

_____, 20__ BY _____
TO ME PERSONALLY KNOWN OR PRODUCED IDENTIFICATION:

(type of ID)

Signature of Notary Commission expires

Print Name of Notary Public

Seal:

PLEASE NOTE RECEIPT OF ADDENDUM # 1 BY SIGNING BELOW AND INCLUDE WITH YOUR RFP SUBMISSION.

I ACKNOWLEDGE RECEIPT OF ADDENDUM # 1:

Company	
Name	
Title	
Signature	
Date	

Sincerely,



Andrea Lues, Director
Procurement Department



ADDENDUM # 2

RFP # FY2013-2014-002 COMMUNITY BUS SERVICES

Below find questions and answers as a result of the Mandatory Pre-Proposal Conference held December 3, 2013.

Question 1

Under both Option 1 & 2, the Contractor pays for all the fuel?

Answer 1

Yes.

Question 2

Page 6 – Agreement shall begin February 1, 2014. What Contractor considerations will be given to acquire new vehicles in less than the 30 days from award date?

Answer 2

This question is not clear – cannot provide an answer.

Question 3

Page 6 – Contract Price: Under Option 2, the Contractor supplies the shuttle buses and the the request is to maintain the same contract pricing. Will the city consider adjusting rates for a Contractor purchasing additional new vehicles for less than a full contract term?

Answer 3

This question is not clear – cannot provide an answer.

Question 4

Page 12 / #5: What are the current required Vehicle Replacement Schedule standards required to equal or exceed?

Answer 4

Manufacturer's recommendation.

Question 5

Page 25: AVLS pricing should be listed separate for Option 1 and Option 2?

Answer 5

Yes, vendor will not be rated on this item.

Question 6

In Addendum #1 Question #4, it was asked if for Option #1 Cost, where the City is supplying the buses, will the City equip the vehicles in the same manner as is being required for Option #2 Cost? The answer was, "The Vendor will be responsible for providing all of the additional equipment, including wrapping". The additional items or equipment required on the buses pursuant to the RFP would be a Bike Rack, GPS, Automatic Passenger Counter, PA System. Are the items that I have listed correct and would there be any other items or equipment required?

Answer 6

The items listed are correct.

Question 7

Please clarify the Automatic Vehicle Location System (AVLS) in the REVISED version of the RFP. Is the AVL or AVLS required in this proposal or just "detailed information and firms experience with Automatic Vehicle Location (AVLS)". Then on page 25 of 72, a cost proposal for AVLS is required but is this to be supplied by the vendor or City? Please clarify as there are many types of applications that have a wide array of pricing.

Answer 7

This component of the response will not be used in scoring. The city is looking to have an idea of the vendors' experience with providing and running AVLS.

Question 8

In Addendum #1 Question #6 asks for an clarification and specifications and description of the City's vehicles in order for firms to provide the correct Cost for Option #1. Firms will have to maintain the City's buses under Option #1 and therefore need to know the information about the City's Fleet. The answer lists the vehicle year, make and mileage which appears that there is a 2007 with over 115,000 miles, a 2010 with over 120,000 miles and a 2011 with over 95,000 miles. On page 12 of 72 in the REVISED RFP, item #5 titled "Vehicle Replacement Plan" requires the contractor to provide a comprehensive vehicle replacement schedule that is equal to or superior to the standards set by the Broward County Community Bus Program. The Broward County Community Bus Replacement Policy is 5 years or 150,000 miles. If he City elects to utilized Option #1 and provide the vehicles, **will the City be Required to adhere to the Broward County Replacement Policy?** If so, what is your Replacement Schedule and timeframe as this information is vital to providing the City of Hallandale Beach a cost per hour for Option #1 as the Replacement of Buses has a monetary impact on the Contractor as the Contractor is required to provide the wrapping, GPS, AVL, PA System and Bike Rack and the installation involved in these items pursuant to the answer in Addendum #1, Question #4. This issue has a major monetary impact on either operating vehicles past the Broward County Replacement Standards due to the additional costs of maintaining older vehicles with excess mileage or the cost of installation for GPS, AVL Wrapping and the other required items.

Answer 8

Year	Make	Mileage	Replacement Schedule
2007	Ford/El Dorado (936)	115,474	2014
2010	Ford E450SD Eldorado (989)	120,174	2016
2011	Chevy 4500 Eldorado (1006)	96,362	2017

PLEASE NOTE RECEIPT OF ADDENDUM # 2 BY SIGNING BELOW AND INCLUDE WITH YOUR RFP SUBMISSION.

I ACKNOWLEDGE RECEIPT OF ADDENDUM # 2:

Company	
Name	
Title	
Signature	

Date	
------	--

Sincerely,



Andrea Lues, Director
Procurement Department



ADDENDUM # 3

RFP # FY 2013-2014-002 COMMUNITY BUS SERVICES

Please note that the proposals due date has been revised

FROM DUE DATE: December 20, 2013 11 am

TO REVISED DUE DATE: December 27, 2013 11 am

PLEASE NOTE RECEIPT OF ADDENDUM # 3 AND ATTACHED FORM BY SIGNING BELOW AND INCLUDE WITH YOUR RFP SUBMISSION.

I ACKNOWLEDGE RECEIPT OF ADDENDUM # 3:

Company	
Name	
Title	
Signature	
Date	

Sincerely,

Andrea Lues, Director
Procurement Department

INTERLOCAL AGREEMENT

between

BROWARD COUNTY

and

CITY OF HALLANDALE BEACH

for

COMMUNITY BUS SERVICE
FINANCIAL ASSISTANCE ONLY



INTERLOCAL AGREEMENT

between

BROWARD COUNTY

and

CITY OF HALLANDALE BEACH

for

COMMUNITY BUS SERVICE
FINANCIAL ASSISTANCE ONLY

This is an Agreement made and entered into by and between: BROWARD COUNTY, a political subdivision of the state of Florida, hereinafter referred to as "COUNTY,"

AND

CITY OF HALLANDALE BEACH, a municipal corporation organized and existing under the laws of the state of Florida, its successors and assigns, hereinafter referred to as "CITY."

WHEREAS, public transportation services provided by COUNTY need to be supplemented to serve a greater number of people traveling within and throughout CITY; and

WHEREAS, public transportation resources are limited and must be used in the most efficient manner to maintain citizen support; and

WHEREAS, both COUNTY and CITY agree that better public transportation for residents of CITY and those persons traveling within or throughout CITY is needed; and

WHEREAS, it is desirable to provide an alternative form of public transit service to the residents of CITY and those persons traveling within or throughout CITY; and

WHEREAS, it is the intent of the parties that the alternative form of public transit shall not duplicate the existing mass transit system in COUNTY; and

WHEREAS, CITY has expressed an interest in providing an alternate form of transportation by utilizing vehicles provided by COUNTY; NOW, THEREFORE,

IN CONSIDERATION of the mutual terms, conditions, promises, covenants and payments hereinafter set forth, COUNTY and CITY agree as follows:

ARTICLE 1
DEFINITIONS AND IDENTIFICATIONS

- 1.1 ADA - American with Disabilities Act of 1990, 42 USC Sections 12101 et seq. and the implementing regulations found in 29 CFR Parts 1630, 1602; 28 CFR Part 35, 49 CFR Parts 27,37,38, 28 CFR Part 36, and 47 CFR Sections 64.601 et seq.
- 1.2 Agreement - means this document, Articles 1 through 10, inclusive. Other terms and conditions are included in the exhibits and documents that are expressly incorporated by reference.
- 1.3 Board - The Broward County Board of County Commissioners.
- 1.4 BCT - The Broward County Transit Division.
- 1.5 Contract Administrator - The Broward County Administrator, the Director of the Broward County Transportation Department, or designee of such County Administrator or Director. The primary responsibilities of the Contract Administrator are to coordinate and communicate with CITY and to manage and supervise execution and completion of the Scope of Services and the terms and conditions of this Agreement as set forth herein. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely on the instructions or determinations made by the Contract Administrator; provided, however, that such instructions and determinations do not change the Scope of Services.
- 1.6 County Administrator - The administrative head of COUNTY pursuant to Sections 3.02 and 3.03 of the Broward County Charter.
- 1.7 County Attorney - The chief legal counsel for COUNTY who directs and supervises the Office of the County Attorney pursuant to Section 2.10 of the Broward County Charter.
- 1.8 Emergency Service - Emergency Service shall mean service scheduled at the direction of COUNTY during periods of adverse weather or other emergency conditions as determined by COUNTY including, but not limited to, inclement weather, hurricane, 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 other periods of extreme or catastrophic events.
- 1.9 Vehicle(s) - The wheelchair accessible, passenger Vehicle(s), as described in Exhibit "E."

ARTICLE 2
SCOPE OF SERVICES
SERVICES TO BE PROVIDED BY CITY

- 2.1 CITY shall provide public transportation services within the CITY at the locations and according to schedules as contained in Exhibit "A," a copy of which is attached hereto and made a part hereof. The provision of transportation services may be performed by CITY through the use of its employees or CITY may enter into a contract with a third party to perform the services. In the event CITY contracts with a third party, CITY shall remain fully responsible hereunder and shall ensure that its contractor complies at all times with each and every term, condition, duty, and obligation set forth herein. Any changes to Exhibit "A" made by CITY shall be effective only upon the written consent of Contract Administrator.

The services to be provided shall include the following:

- 2.1.1 Service shall be provided a minimum of twenty four (24) hours a week to certain locations and at scheduled intervals as listed on the attached Exhibit "A." CITY acknowledges and agrees that it shall not deviate or make changes to the service routes established in Exhibit "A," including but not limited to a decrease or increase in revenue service hours, without the prior written consent of Contract Administrator. CITY further acknowledges and agrees that compensation under this Agreement is as set forth in Section 5.1, and COUNTY shall not compensate CITY for any deviations or changes from the service routes established in Exhibit "A" without the prior written consent of Contract Administrator.
- 2.1.2 If CITY determines a fare to be appropriate prior to beginning service under the terms of this Agreement, CITY may institute such fare; provided, however, that such fare shall never exceed one-half (1/2) of the fixed-route, full adult COUNTY fare. A public hearing shall be held by the CITY prior to the institution of any proposed fare or fare increase. COUNTY must approve, in writing, the imposition of a fare prior to implementation by CITY.
- 2.1.3 CITY, in compliance with the provisions of 49 USC Section 5307(d)(I), shall hold a public hearing before its City Commission as follows:
- (1) Prior to the implementation or change in fares.
 - (2) Prior to any change in service affecting twenty-five percent (25%) or more to the route miles, when calculated on total route miles or on daily revenue miles.
 - (3) Prior to establishing a new transit route.
 - (4) Prior to discontinuing any transit route in its entirety.

- (5) Prior to implementing headway adjustments of more than ten (10) minutes during peak service hours or more than twenty (20) minutes during non-peak hours.

At least one Notice of Intent to Hold a Public Hearing must be published in a newspaper of general circulation in Broward County no less than ten (10) days prior to the date of the public hearing. The notice shall contain, at a minimum:

- (1) A description of the contemplated service or fare change, as appropriate.
- (2) The date, time, and accessible location of the hearing.
- (3) The location and addressee to whom written comments may be sent.
- (4) Criteria for requesting available accommodations and alternative formats.

In the event that service changes are necessitated by road closures or road construction/repair, interruptions due to hurricane or other natural disaster, Contract Administrator may authorize service reductions on a temporary basis, without a prior public hearing, for a period not to exceed six (6) months. The temporary change in service shall be given widest possible advance notice through the use of flyers, handouts, or other printed material and shall include a telephone number to inquire further about the change or through which individual patrons may seek alternative format information.

- 2.1.4 CITY shall provide COUNTY with the notice and minutes of all public hearings held to satisfy the requirements of 49 USC Section 5307(d)(1)(I).
- 2.1.5 It shall be the responsibility of CITY to obtain any necessary permission to access or encroach upon any private property for use as an origin and/or destination associated with this Agreement.
- 2.1.6 Within six (6) months after the start of service, CITY shall maintain a minimum average of 7.1 passengers per revenue service hour per vehicle operated by CITY. It is understood and agreed between COUNTY and CITY that CITY's failure, to maintain a minimum average of 7.1 passengers per revenue service hour, per vehicle, during any six (6) month period shall constitute a breach of this Agreement, entitling COUNTY to immediately terminate the same in accordance with the terms hereof and shall entitle COUNTY to pursue any and all other remedies provided under this Agreement or any remedies available to COUNTY at law or in equity. CITY shall be paid for services properly performed under the Agreement through the termination date specified in the written notice of termination. CITY shall return any and all funds paid in advance to CITY for services that were not performed prior to the date specified in the written notice of termination. CITY shall return the funds within ten (10) days of receipt by CITY of the notice of termination.

- 2.1.7 Vehicle(s) shall be operated by properly licensed operators (Florida Commercial Driver's License minimum Class C with a passenger endorsement or, if air-brakes are applicable, a Florida Commercial Driver's License Class B with a passenger endorsement) employed by CITY or its contractors. These employees shall provide full utilization of Vehicle(s) to disabled passengers. CITY or its contractor shall obtain driving and criminal background checks for all operators from the State of Florida Department of Law Enforcement or other sources approved by Contract Administrator. CITY and/or its contractor shall require its operators performing the services hereunder to notify CITY within 24 hours of any conviction for any traffic violation (except parking).
- 2.1.8 CITY, or its third party contractor, shall not permit any driver to operate a Vehicle provided herein whose driving record, as compiled by the Department of Motor Vehicles of the State of Florida, does not meet the following criteria:
- (a) Driver must have been a licensed driver for at least three (3) years (Time spent driving on a learner's permit does not count towards this requirement).
 - (b) No more than one (1) moving violation in the past three (3) years.
 - (c) No AT-FAULT accidents in the last three (3) years.
 - (d) No Failures to Appear or Failures to Pay in the last three (3) years.
 - (e) No Reckless Driving within the last seven (7) years.
 - (f) No Driving Under the Influence within the last seven (7) years. Two convictions (lifetime) for DUI is an automatic disqualification.
 - (g) No suspensions within the last three (3) years (one suspension for PIP permitted).
 - (h) No Manslaughter resulting from the operation of a motor vehicle.
 - (i) No Hit-Run or Hit-Run Property Damage.
 - (j) No Reckless Driving causing injury.
 - (k) No Driving Under the Influence causing injury.
 - (l) No combination of any violations that indicate a pattern of irresponsibility or poor judgment.

- 2.1.9 Florida Commercial Driver's License operators hired by CITY or its contractors shall issue COUNTY bus route timetables or other transit information to any passenger requesting such material.
- 2.1.10 Insofar as possible, scheduled service shall be coordinated with existing COUNTY bus service. It is the intent of the parties that CITY's scheduled service shall not duplicate existing COUNTY bus service.
- 2.1.11 CITY shall maintain the Vehicle(s) provided to it by COUNTY in accordance with manufacturer's standards and keep Vehicle(s) in reasonable condition at all times.
- 2.1.12 CITY while providing the community bus activities addressed herein shall comply, and assures the compliance of any third party contractor, with the applicable laws and regulations relating to nondiscrimination on the basis of disability:
1. Section 504 of the Rehabilitation Act of 1973, as amended (Section 504), 29 U.S. C. Section 794, prohibits discrimination on the basis of disability by recipients of Federal financial assistance.
 2. The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 et seq., prohibits discrimination against qualified individuals with disabilities in all programs, activities, and services of public entities, as well as imposes specific requirements on public and private providers of transportation.
 3. DOT Public Transportation Regulations implementing Section 504 and the ADA. These regulations include DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 CFR Part 27, DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37, and Architectural and Transportation Barriers Compliance Board (ATBCB)/DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 CFR Part 1192 and 49 CFR Part 38, all as currently enacted or as may be amended from time to time.
- 2.1.13 In accordance with Broward County Ordinance 92-8, CITY certifies by means of Exhibit "B," which is attached hereto and incorporated herein by reference as if set forth in full herein, that it will have a Drug-Free Workplace Program. In the event CITY contracts with a third party to perform the services addressed herein, such contractor shall comply with COUNTY's Drug-Free Workplace Program requirements.

- 2.1.14 CITY agrees to participate in BCT's drug and alcohol testing program, or establish and implement subject to BCT review and approval, its own drug and alcohol testing program that complies with 49 CFR Part 655. In the event CITY subcontracts all or part of the community bus services to a third party, a similar requirement including review and approval by Contract Administrator must be included in any subsequent agreement. CITY further agrees to certify, prior to the commencement of services under this Agreement and annually thereafter, compliance with current Federal Transit regulations to the BCT Director (a model format for certifying compliance is attached as Exhibit "D").
- 2.1.15 CITY agrees to prepare, maintain, and submit annual reports to COUNTY summarizing its drug and alcohol testing program results from the previous year. The annual reports covering the prior calendar year must be submitted to COUNTY by a date determined by Contract Administrator, but no later than February 15th of each year. Additionally, CITY shall provide quarterly reports to COUNTY summarizing its drug and alcohol testing results and shall permit COUNTY to inspect its records during site visits, to ensure compliance with program requirements.
- 2.1.16 CITY agrees that throughout the term of this Agreement the Broward County Board of County Commissioners' official logo(s) and COUNTY-assigned identification number shall be conspicuously displayed on the rear of the Vehicle(s) at all times.
- 2.1.17 CITY shall maintain certain records of information and data in the format prescribed by COUNTY. CITY shall supply the reports listed below to COUNTY pursuant to the schedule as set forth below. Reports shall be transmitted to COUNTY in a format that can be read and updated using standard software tools compatible with COUNTY's system, such as Microsoft Excel, Microsoft Word and Acrobat Reader.

Immediately:

Reports of all accidents/incidents (loss of life, injuries, stoppage, or major disruption of service)

Monthly by the seventh (7) business day of each month:

Ridership report (# of passengers, revenue miles, Vehicle miles, per Vehicle)

Current roster of drivers

Revenue Vehicle System Failure (mechanical failure of Vehicle that occurs in revenue service).

Fuel usage for revenue service Vehicles in gallons

Complaint summary as required in Article 3 herein

Yearly:

Vehicle inventory and mileage on each Vehicle

Current insurance certificate in accordance with COUNTY requirements

National Transit Database Operating Expenses Summary Form

Safety Certification to COUNTY no later than February 15th annually for the prior calendar year period. The certification shall attest to compliance with the adopted System Safety Security Program Plan (SPP), and the performance of safety inspections on all Vehicles operated by CITY or its contractors. The Safety Certifications shall comply with the standards set forth in Rule 14-90, Florida Administrative Code, Equipment and Operation Safety Standards for Bus Transit Systems as currently in enacted or as may be amended from time to time.

2.1.18 CITY shall at all times have and maintain in proper working order a dedicated TTY number.

2.1.19 In the event that the Vehicle(s) is not equipped with an audio/visual system to automatically announce major intersections, destination points and transfer points with other fixed routes, internally both audibly and on a signboard, the operator shall use the internal announcement feature of the on-board public address (PA) system to make the announcements set forth below. In the event that the PA system is not available or is inoperable, the operator shall make the following required announcements using his/her own voice loudly and clearly to be heard by all passengers:

- a. transfer points with other fixed-routes; and
- b. other major intersections and destination points; and
- c. intervals along a route to orient individuals with visual impairments or other disabilities to his or her location, especially if there is a long distance between other announcements; and
- d. any stop requested by a passenger with a disability, even if it does not meet any of the other criteria for announcement.

2.1.20 CITY shall be solely responsible to provide, during the term of this Agreement, a high quality community bus service which shall include, but not be limited to, all Vehicles, equipment, personnel, training, labor, and materials necessary to provide the transportation, scheduling, dispatching, reporting, and monitoring of

the community bus service required herein throughout the term of this Agreement.

2.1.21 CITY service shall connect with regular COUNTY bus routes and community bus routes, as set forth in Exhibit "A."

2.1.22 CITY agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provide that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions set forth in 49 CFR Part 604. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.

2.1.23 CITY shall comply with the provisions of 69 U.S.C. 5323(f) and 49 CFR Part 605, and may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients may not use federally funded equipment, Vehicles, or facilities

2.2 Maintenance of Vehicles. CITY shall have a continuing obligation to ensure safe and proper mechanical condition and cleanliness of the Vehicle(s). CITY shall perform additional cleaning and extermination for pests in the Vehicle(s). All equipment on the Vehicle(s) shall be maintained in a fully and proper operable condition at all times (by way of example, but not as a method of exclusion, "all equipment" shall include, but in no way shall be limited to, fully functioning air-conditioning system, turn signals, wheelchair lifts, etc.). CITY agrees to maintain all Vehicle(s) in first class appearance and mechanical condition throughout the duration of this Agreement.

2.2.1 CITY shall maintain all Vehicle(s) and equipment in accordance with a preventive maintenance schedule from the Vehicle manufacturer (Scheduled Maintenance Guide). CITY shall conduct and document pre-trip and post-trip/Bus Defect Vehicle inspections each day and shall utilize the form attached hereto attached hereto as Exhibit "G." In addition, CITY shall perform all necessary maintenance to ensure the continued and safe operation of all Vehicle(s).

2.2.2 COUNTY may conduct periodic inspections using its own or contracted service personnel to ensure compliance with all maintenance and cleaning requirements specified in this Agreement or in manufacturers' specification and any Vehicle not determined by COUNTY to be acceptable will be removed from service by CITY and all deficiencies corrected immediately. At COUNTY's request, CITY shall take the Vehicle(s) to a location designated by Contract Administrator for inspection.

2.2.3 CITY agrees to allow such on-board surveys and/or inspections as may be requested by COUNTY. COUNTY shall have the right to inspect the Vehicle(s) during CITY's regular hours or at any time in case of emergency to determine whether CITY has complied with and is complying with the terms and conditions of this Agreement. COUNTY may, at its discretion, require CITY to effect repairs.

2.3 CITY shall ensure that all personnel providing services pursuant to this Agreement comply with all applicable federal, state, and COUNTY regulations, laws, and licensing requirements prior to and at all times while operating Vehicle(s) or performing any duties or functions relating to the requirements of this Agreement.

2.4 Safety and Security Reporting Requirements. CITY shall notify Contract Administrator as indicated below and shall submit a monthly report to Contract Administrator summarizing the following:

(a) CITY shall notify Contract Administrator within two (2) hours of the occurrence and provide a full incident report of any Major Incident involving a transit Vehicle. A Major Incident involves one of the following conditions:

- § A fatality due to an incident which shall include suicides, but does not include deaths by natural causes, or death not associated with an incident
- § Injuries requiring immediate medical attention away from the scene for one or more persons
- § Total property damage is equal to or in excess of \$25,000.00
- § An evacuation due to life safety reasons

(b) A summary report of all Non-Major Incidents involving a transit Vehicle. A Non-Major Incident involves one of the following conditions:

- § Where one person is transported for off-site medical care
- § Total property damage is equal to or in excess of \$7,500.00, but less than \$25,000.00
- § All non-arson fires not qualifying as Major Incidents
- § All crimes aboard transit Vehicle(s) and resulting arrests.

2.5 Minimum Standards. CITY agrees to comply with the following minimum standards:

(a) CITY, as a contracted public transit provider, shall comply with the requirements of Rule 14-90, "Equipment and Operation Safety Standards for Bus Transit Systems" Florida Administrative Code, as currently enacted or as may be amended from time to time, (Rule 14-90).

(b) CITY agrees to comply with the following minimum standards:

- (1) Develop and adopt a System Safety Program Plan (SSPP) and Security Program Plan (SPP)) that complies, with the safety standards set forth in Rule 14-90.
- (2) Make the SSPP and SPP available for review and/or inspection at least annually and upon request of COUNTY.
- (3) Permit inspections, safety and security review by COUNTY and/ or the state of Florida.
- (4) Comply with CITY's adopted SSPP and ensure that safety inspections have been performed no less than annually on all Vehicle(s) operated pursuant to the provisions of this Agreement by person meeting the requirements of Rule 14-90.
- (5) All Vehicle(s) shall be kept clean and orderly during all times of active service.
- (6) All accidents shall be reported immediately to the police.
- (7) Vehicle(s) shall not be operated if the top or interior lights or the headlights or taillights are not functioning properly. Likewise, a Vehicle shall not be driven unless the brakes, steering mechanism, tires, horn, windshield wipers, and side and rearview mirrors are in good working order.
- (8) Advertising, if allowed by COUNTY on any Vehicle, shall not obstruct the driver's view and shall not obstruct the Vehicle's top lights or other lights. No Vehicle shall have within it, or on its exterior, any sign which encourages, advertises for, or otherwise solicits tips.
- (9) All Vehicle(s) shall be equipped with rearview mirror and side mirrors on driver's and passenger's side.
- (10) Speedometer shall be properly installed, in good working order, and exposed to the view of both the driver and the passenger(s).
- (11) The interior of the Vehicle(s) shall be clean, sanitary, free from torn or damaged upholstery or floor coverings and from damages or broken seats.
- (12) Door hinges and latches shall be in good mechanical working order and all doors shall operate easily and close securely.

- (13) Vehicle(s) shall be structurally sound and operate with a minimum of noise, vibration, and visible exhaust fumes.
- (14) The body, fenders, doors trim and grill of the Vehicle(s) shall be free from cracks, breaks and dents, and painted.
- (15) Vision shall be unobstructed on all four (4) sides of the Vehicle(s).

2.6 EQUIPMENT

- 2.6.1 CITY shall utilize one (1) wheelchair accessible, passenger Vehicle(s), as described on Exhibit "E" to be used in regular route service as set forth in Exhibit "A." Such Vehicle(s) shall comply with the Americans with Disabilities Act of 1990 and all applicable federal and state regulations.
- 2.6.2 Vehicle(s) used by CITY, or its subcontractor, to provide services pursuant to this Agreement, shall be equipped with bicycle racks or similar device used to transport non-motorized bicycles.

2.7 SERVICES TO BE PROVIDED BY COUNTY

- 2.7.1 COUNTY shall provide CITY with sufficient bus stop signs and sign posts to cover the route described in Exhibit "A." Bus stop sign installation shall be the responsibility of CITY and must comply with Roadway and Traffic Design Standards Index #11865, published by the Florida Department of Transportation. In the event, CITY desires to supply its own signage at its own expense such signage must be approved by COUNTY.
- 2.7.2 COUNTY, in its sole discretion, acting through its Contract Administrator, may authorize a replacement Vehicle(s). In the event that a Vehicle(s) is replaced, Exhibit "E" shall be updated. CITY's use of any replacement Vehicle(s) shall be subject to all terms and conditions of this Agreement.

2.8 TECHNICAL ASSISTANCE

- 2.8.1 COUNTY shall provide Florida Commercial Driver's License operators hired by CITY or its contractors with training in passenger relations, rules of the road, and transit system information. All Florida Commercial Driver's License operators shall be required to attend and successfully complete COUNTY's training program prior to operating the Vehicle(s) addressed herein. This requirement shall extend to any and all Florida Commercial Driver's License operators employed at any time during the term of this Agreement. In the event training is not available, Contract Administrator may provide a written extension, not to exceed sixty (60) days from the date the driver begins operating the Vehicle(s), for Florida Commercial Driver's License operators to attend and complete COUNTY's training.

2.8.2 COUNTY shall assist CITY staff with any aspect of planning and scheduling of public transit routing that CITY might request.

2.8.3 COUNTY shall print and provide CITY with bus route timetables sufficient to inform CITY residents and passengers of service made available as described in Exhibit "A" or any modification thereto.

2.9 CITY acknowledges and agrees that Contract Administrator, unless specifically authorized herein, has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement.

2.10 EMERGENCY SERVICE.

2.10.1 In addition to the scheduled community bus service as set forth in Exhibit "A," CITY, upon direction of BCT, may be required to provide Emergency Service. Emergency Service may include, but shall not be limited to, evacuation and reverse evacuation transportation for individuals, as well as any other transportation deemed necessary by COUNTY staff. The parties agree that extreme conditions or catastrophic events may not affect the operations of all cities equally and at COUNTY's discretion, COUNTY may require CITY to authorize the use of Vehicle(s) leased to CITY herein by any other city that has an agreement with COUNTY for Community Bus Service. CITY shall not be entitled to any compensation for the use of any Vehicle that is utilized by another CITY as set forth above. Fares shall not be collected from passengers during Emergency Service.

2.10.2 Suspension of Operations: CITY may suspend all or a portion of service when said performance is made impossible by inclement weather, hurricane, 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 unforeseeable cause beyond control of CITY or its contractor. CITY shall request verbal or written approval of COUNTY prior to suspending operations.

2.10.3 Emergency Response Plan: CITY shall have a plan, updated on an annual basis, to maintain operations during the occurrence of emergencies such as, but not limited to, natural disasters and acts of terrorism. Plans for backup telecommunications such as cellular phones, backup generators and backup fuel sources and other alternatives shall be detailed in a written plan and submitted to COUNTY thirty (30) days from the effective date of this Agreement.

2.11 ADVERTISING

2.11.1 CITY shall not place advertisements of any kind or nature on any Vehicle(s) without the prior written approval of Contract Administrator. In the event that advertisements are allowed, all advertising shall conform to the Broward County Transit Division Advertising Guidelines and Regulations, as currently enacted or as may be amended from time to time. Additionally, CITY, subject to approval of Contract Administrator, may obtain advertising services pursuant to the terms and conditions of the agreement between Broward County and Direct Media, Inc. for Transit Advertising Program dated April 28, 2009.

ARTICLE 3 COMPLAINTS

3.1 CITY shall respond to complaints regarding the quality of service brought by patrons or by COUNTY on its own initiative or otherwise. Such response shall be provided by CITY verbally within two (2) calendar days of complaint and in writing within five (5) calendar days. CITY shall copy Contract Administrator on all correspondence. At the request of COUNTY, CITY shall meet with Contract Administrator to review any complaints or concerns and to promptly correct any deficiencies. Contract Administrator's determination as to quality of operation or services shall be conclusive, and curative measures shall be implemented by CITY as expeditiously as possible.

3.1.1 CITY shall be required to resolve all written and oral complaints received from the public or COUNTY. CITY shall be required to conduct the necessary investigation, impose disciplinary action on employees where appropriate and respond in writing to each complainant with the results of such investigation and/or disciplinary action. Copies of all such correspondence shall be provided to Contract Administrator on a weekly basis.

3.1.2 CITY shall submit a monthly report to Contract Administrator summarizing complaints and damage or other claims received during the preceding month as well as the resolution, if known, of such matters. In addition, CITY shall prepare and furnish such other reports as Contract Administrator may, from time to time, require.

ARTICLE 4 TERM AND TIME OF PERFORMANCE

4.1 The term of this Agreement shall begin on the date it is fully executed by both parties and shall end on September 30, 2012; the term may be extended for up to two (2) additional one (1) year periods upon written approval of Contract Administrator ninety days prior to the expiration date of the current term. If the term of this Agreement extends beyond a single fiscal year of COUNTY, the continuation of this Agreement beyond the end of any fiscal year shall be subject to the availability of funds from COUNTY in accordance with Chapter 129, Florida Statutes.

- 4.2 Prior to beginning the performance of any services under this Agreement, CITY must receive a Notice to Proceed from Contract Administrator.

ARTICLE 5
FINANCIAL ASSISTANCE

- 5.1 COUNTY agrees to pay CITY Fifteen Dollars (\$15.00) per revenue service hour, per vehicle in revenue service under the terms of this Agreement, during the term of this Agreement. CITY shall submit its vehicle revenue service hour calculations on the form and pursuant to instructions prescribed by Contract Administrator as set forth in Exhibit "F" attached hereto and made a part hereof. The funds addressed herein shall be used by CITY solely for the purpose of maintaining, operating, and properly equipping the vehicle(s) and for no other purpose. On the effective date of this Agreement, COUNTY shall pay CITY, in advance, the anticipated amount due through the first quarter. All payments for subsequent quarters, if applicable, shall be paid in advance on a quarterly basis.

- 5.1.1 Advance payments made by COUNTY to CITY for any quarter based on projected revenue service hours will be adjusted by COUNTY in future quarterly payments based on the actual revenue hours achieved.

- 5.2 The name of the official payee to whom COUNTY shall issue checks shall be the CITY OF HALLANDALE BEACH.

5.3 METHOD OF BILLING AND PAYMENT

- 5.3.1 CITY shall submit invoices for compensation, in advance, on a quarterly basis. To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and include a list of all Florida commercial licensed drivers, including drivers' license numbers, for each individual permitted to operate the Vehicle(s) under this Agreement. Each invoice must be submitted on the form and pursuant to instructions prescribed by Contract Administrator as set forth in Exhibit "F" attached hereto and made a part hereof.

ARTICLE 6
CHANGES IN SCOPE OF SERVICES

- 6.1 Except for those changes permitted in Section 2.1 herein, any change to the Scope of Services must be accomplished by a written amendment, executed by the parties in accordance with Section 10.16 below.
- 6.2 Any appreciable changes in the level of services, as determined by Contract Administrator's sole discretion, to be provided by CITY as set forth herein shall only be implemented after COUNTY and CITY have entered into a modified agreement describing the changed services. Nothing in this Agreement precludes the possibility of

COUNTY once again providing public transportation services if ridership levels warrant expanded service.

- 6.3 The parties agree to renegotiate this Agreement if applicable federal, state, or local laws or revisions of said laws make changes in the Agreement necessary or desirable, as determined by Contract Administrator.

ARTICLE 7 INDEMNIFICATION / GOVERNMENTAL IMMUNITY

- 7.1 Nothing herein is intended to serve as a waiver of sovereign immunity by any party nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. CITY is a state agency or political subdivision as defined in Chapter 768.28, Florida Statutes, and agrees to be fully responsible for the acts and omissions of its agents or employees to the extent permitted by law.

ARTICLE 8 INSURANCE

- 8.1 The parties hereto acknowledge that CITY is an entity subject to Section 768.28, Florida Statutes, and CITY shall furnish Contract Administrator with written verification of liability protection in accordance with state law prior to final execution of said agreement. CITY shall institute and maintain a fiscally sound and prudent risk management program with regard to its obligations under this Agreement in accordance with the provisions of Section 768.28, Florida Statutes.
- 8.2 If CITY contracts with a third party to provide the transportation service addressed herein, any contract with such third party shall include the following provisions:

Indemnification: CITY's contractor shall at all times hereafter indemnify, hold harmless and, at County Attorney's option, defend or pay for an attorney selected by the County Attorney to defend COUNTY, its officers, agents, servants, and employees from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any kind, including attorney fees, court costs, and expenses, caused or alleged to be caused by intentional or negligent act of, or omission of, CITY's contractor, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, losses, liabilities, expenditures, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. In the event any lawsuit or other proceeding is brought against COUNTY by reason of any such claim, cause of action or demand, CITY's contractor shall, upon written notice from COUNTY, resist and defend such lawsuit or proceeding by counsel satisfactory to COUNTY or, at COUNTY's option, pay for an attorney selected by County Attorney to defend COUNTY. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary

by Contract Administrator and County Attorney, any sums due CITY's contractor under this Agreement may be retained by COUNTY until all of COUNTY's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by COUNTY.

Insurance: CITY's contractor shall at all times during the term of this Agreement keep and maintain in full force and effect, at contractor's sole cost and expense, insurance of the types and amounts as set forth on Exhibit "C," a copy of which is attached hereto and incorporated herein by reference as if set forth in full, and shall name COUNTY as an additional insured.

Provisions Applicable to Insurance: At or prior to the commencement of CITY's performance pursuant to the provisions of any agreement with CITY involving the Vehicle(s) provided hereunder, CITY shall deliver the original certificate of insurance required herein to COUNTY. CITY shall pay the premiums for all insurance required by this Agreement. CITY shall cause all policies of insurance required by this Agreement to be renewed from time to time so that at all times the insurance protection required by this Agreement shall continuously exist. The policy shall not be canceled or materially changed without the giving of at least thirty (30) days' prior written notice thereof to COUNTY, and in such event, a policy pursuant to the above terms must be substituted.

ARTICLE 9 TERMINATION

- 9.1 This Agreement may be terminated for cause by action of the Board or by CITY upon thirty (30) days' written notice by the party that elected to terminate, or for convenience by action of Board upon not less than sixty (60) days' written notice by Contract Administrator. This Agreement may also be terminated by Contract Administrator upon such notice as Contract Administrator deems appropriate under the circumstances in the event Contract Administrator determines that termination is necessary to protect the public health, safety, or welfare.
- 9.2 Termination of this Agreement for cause shall include, but not be limited to, failure to suitably perform the work, failure to continuously perform the work in a manner calculated to meet or accomplish the objectives of COUNTY as set forth in this Agreement, or multiple breach of the provisions of this Agreement notwithstanding whether any such breach was previously waived or cured.
- 9.3 Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement except that notice of termination by Contract Administrator which Contract Administrator deems necessary to protect the public health, safety, or welfare may be verbal notice which shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Agreement.

- 9.4 CITY acknowledges and agrees that Ten Dollars (\$10.00) of the compensation to be paid by COUNTY, the adequacy of which is hereby acknowledged by CITY, is given as specific consideration to CITY for COUNTY's right to terminate this Agreement for convenience.
- 9.5 Upon termination of this Agreement for whatever reason, CITY shall return the Vehicle leased herein to COUNTY within seven (7) days of the termination date. CITY shall return the equipment to COUNTY in the condition it was received at the onset of this Agreement, normal wear and tear excepted. CITY's obligation to return the equipment to COUNTY in the condition it was received shall include the removal of any painting or wrapping of the Vehicle for advertisement purposes. Any costs necessary to restore and/or prepare the Vehicle for return to COUNTY shall be the sole responsibility of CITY. COUNTY, through its Maintenance Transit Manager, shall have the right to inspect and to approve the condition of the Vehicle prior to acceptance and should the Maintenance Transit Manager determine that the Vehicle is not in the proper condition, CITY shall at its sole cost and expense remedy any and all deficiencies identified by the Maintenance Transit Manager.

ARTICLE 10 MISCELLANEOUS

10.1 RIGHTS IN DOCUMENTS AND WORK

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of COUNTY; and, if a copyright is claimed, CITY grants to COUNTY a non-exclusive license to use the copyrighted item(s) indefinitely, to prepare derivative works, and to make and distribute copies to the public. In the event of termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by CITY, whether finished or unfinished, shall become the property of COUNTY and shall be delivered by CITY to Contract Administrator within seven (7) days of termination of this Agreement by either party. Any compensation due to CITY shall be withheld until all documents are received as provided herein.

10.2 AUDIT RIGHT AND RETENTION OF RECORDS

COUNTY shall have the right to audit the books, records, and accounts of CITY and its subcontractors that are related to this Agreement. CITY and its subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Agreement. All books, records, and accounts of CITY and its subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, CITY or its subcontractor, as applicable, shall make same available at no cost to COUNTY in written form.

CITY and its subcontractors shall preserve and make available, at reasonable times for examination and audit by COUNTY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by COUNTY to be applicable to CITY's and its subcontractors' records, CITY and its subcontractors shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by CITY or its subcontractors. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for COUNTY's disallowance and recovery of any payment upon such entry.

CITY shall, by written contract, require its subcontractors to agree to the requirements and obligations of this Section 10.2.

10.3 EEO COMPLIANCE

CITY shall not unlawfully discriminate on the basis of race, color, national origin, sex, religion, age, marital status, political affiliation, familial status, disability, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement, the solicitation for or purchase of goods or services relating to this Agreement, or in subcontracting work in the performance of this Agreement and shall not otherwise unlawfully discriminate in violation of the Broward County Code, Chapter 16½, as may be amended from time to time. CITY shall include the foregoing or similar language in its contracts with any subcontractors or subconsultants, except that any project assisted by the U.S. Department of Transportation funds shall comply with the non-discrimination requirements in 49 C.F.R. Parts 21 and 26, as amended. Failure to comply with the foregoing requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as COUNTY deems appropriate.

CITY shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement. CITY shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by COUNTY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, CITY shall take affirmative steps to ensure nondiscrimination in employment against disabled persons.

By execution of this Agreement, CITY represents that it has not been placed on the discriminatory vendor list (as provided in Section 287.134, Florida Statutes, as may be amended from time to time). COUNTY hereby materially relies on such representation in entering into this Agreement. An untrue representation of the foregoing shall entitle COUNTY to terminate this Agreement and recover from CITY all monies paid by COUNTY pursuant to this Agreement, and may result in debarment from COUNTY's competitive procurement activities.

Consistent with the provisions of the Title VI, FTA Circular 4702.1A, CITY, as a grant recipient of FTA assisted funds, CITY shall ensure that transit services and related benefits shall be distributed in an equitable manner with no discrimination on the grounds of race, color, or national origin. Accordingly, CITY shall provide information to the public regarding its Title VI complaint procedures and apprise members of the public of protections against discrimination afforded to them by Title VI, including, but not limited to posting notices on its vehicle(s), website, and bus schedules.

10.4 PUBLIC ENTITY CRIME ACT

CITY represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, as may be amended from time to time, which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to COUNTY, may not submit a bid on a contract with COUNTY for the construction or repair of a public building or public work, may not submit bids on leases of real property to COUNTY, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with COUNTY, and may not transact any business with COUNTY in excess of the threshold amount provided in Section 287.017, Florida Statutes, as may be amended from time to time, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid by COUNTY pursuant to this Agreement, and may result in debarment from COUNTY's competitive procurement activities.

In addition to the foregoing, CITY further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether CITY has been placed on the convicted vendor list.

10.5 INDEPENDENT CONTRACTOR

CITY is an independent contractor under this Agreement. Services provided by CITY pursuant to this Agreement shall be subject to the supervision of CITY. In providing such services, neither CITY nor its agents shall act as officers, employees, or agents of

COUNTY. No partnership, joint venture, or other joint relationship is created hereby. COUNTY does not extend to CITY or CITY's agents any authority of any kind to bind COUNTY in any respect whatsoever.

10.6 THIRD PARTY BENEFICIARIES

Neither CITY nor COUNTY intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

10.7 NOTICES

Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

FOR COUNTY:

Director
Broward County Transit Division
3201 West Copans Road
Pompano Beach, FL 33069

FOR CITY:

City Manager
City of Hallandale Beach
400 s. Federal Highway
Hallandale Beach, FL 333009

10.8 ASSIGNMENT AND PERFORMANCE

Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other party. In addition, CITY shall not subcontract any portion of the work required by this Agreement, except as authorized herein. COUNTY may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by CITY of this Agreement or any right or interest herein without COUNTY's written consent.

CITY 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/she will render his/her services.

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

10.9 CONFLICTS

Neither CITY nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with CITY's loyal and conscientious exercise of judgment and care related to its performance under this Agreement.

CITY further agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against COUNTY in any legal or administrative proceeding in which he, she, or CITY is not a party, unless compelled by court process. Further, CITY agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of COUNTY in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude CITY or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

In the event CITY is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, CITY agrees to require such subcontractors, by written contract, to comply with the provisions of this section to the same extent as CITY.

10.10 MATERIALITY AND WAIVER OF BREACH

COUNTY and CITY agree that each requirement, duty, and obligation set forth herein was bargained for at arms'-length and is agreed to by the parties in exchange for quid pro quo, that each is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof.

COUNTY's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

10.11 COMPLIANCE WITH LAWS

CITY shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

10.12 SEVERANCE

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless COUNTY or CITY elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

10.13 JOINT PREPARATION

Each party and its counsel have participated fully in the review and revision of this Agreement and acknowledge that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

10.14 PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of Articles 1 through 10 of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 10 shall prevail and be given effect.

10.15 JURISDICTION, VENUE, WAIVER OF JURY TRIAL

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. All parties agree and accept that jurisdiction of any controversies or legal problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. BY ENTERING INTO THIS AGREEMENT, CITY AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.

10.16 AMENDMENTS

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Board and CITY or others delegated authority to or otherwise authorized to execute same on their behalf.

10.17 PRIOR AGREEMENTS

This document represents the final and complete understanding of the parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

10.18 HIPAA COMPLIANCE

It is expressly understood by the parties that COUNTY personnel and/or its agents have access to protected health information (hereinafter known as "PHI") that is subject to the requirements of 45 CFR 164.502 and related regulations. In the event CITY is considered by COUNTY to be a covered entity or business associate and/or is required to comply with the Health Insurance Portability and Accountability Act of 1996 (hereinafter known as "HIPAA"), CITY shall fully protect individually identifiable health information as required by HIPAA and, if requested by COUNTY, shall execute a Business Associate Agreement in the form attached hereto as Exhibit "H" for the purpose of complying with HIPAA. Where required, CITY shall handle and secure such PHI in compliance with HIPAA and its related regulations and, if required by HIPAA or other laws, include in its "Notice of Privacy Practices" notice of CITY's and COUNTY's uses of client's PHI. The requirement to comply with this provision and HIPAA shall survive the expiration or earlier termination of this Agreement. COUNTY hereby authorizes the County Administrator to sign Business Associate Agreements on its behalf.

10.19 PAYABLE INTEREST

10.19.1 Payment of Interest. Except as required by the Broward County Prompt Payment Ordinance, COUNTY shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof CITY waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement.

- 10.19.2. Rate of Interest. In any instance where the prohibition or limitations of Section 10.19.1 are determined to be invalid or unenforceable, the annual rate of interest payable by COUNTY under this Agreement, whether as prejudgment interest or for any other purpose, shall be .025 percent simple interest (uncompounded).

10.20 INCORPORATION BY REFERENCE

The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties. The attached Exhibits A, B, C, D, E, F, G and H are incorporated into and made a part of this Agreement.

10.21 REPRESENTATION OF AUTHORITY

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he/she is, on the date he/she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

10.22 MULTIPLE ORIGINALS

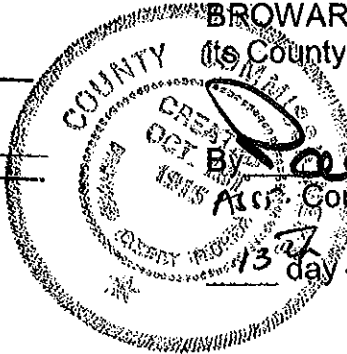
Multiple copies of this Agreement may be executed by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have made and executed this Interlocal Agreement: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its County Administrator, authorized to execute same by Board action on the 25 day of August, 2009, and CITY, signing by and through its City Manager, duly authorized to execute same.

COUNTY:

Shirley A. Ayers
Andri M. [Signature]



BROWARD COUNTY, by and through
its County Administrator

By [Signature]
Atty. County Administrator

13 day of October, 2009

Insurance requirements
approved by Broward County
Risk Management Division

By [Signature]

Approved as to form by
Office of County Attorney
Broward County, Florida
JEFFREY J. NEWTON, County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-6968

By [Signature]
Sharon V. Thorsen
Senior Assistant County Attorney

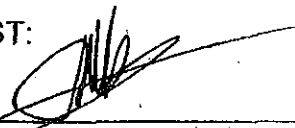
INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF HALLANDALE
BEACH FOR USE OF VEHICLES FOR COMMUNITY BUS SERVICE

CITY:

Approved by Resolution no: N/A

Dated: N/A

ATTEST:



City Clerk

(CORPORATE SEAL)

CITY OF HALLANDALE BEACH

By: 

City Manager

____ day of _____, 20____

APPROVED AS TO FORM:

By: 

City Attorney

SVT:slw
9/3/09
2009HALLANDALEfinanasst
8-114.20

Exhibit A

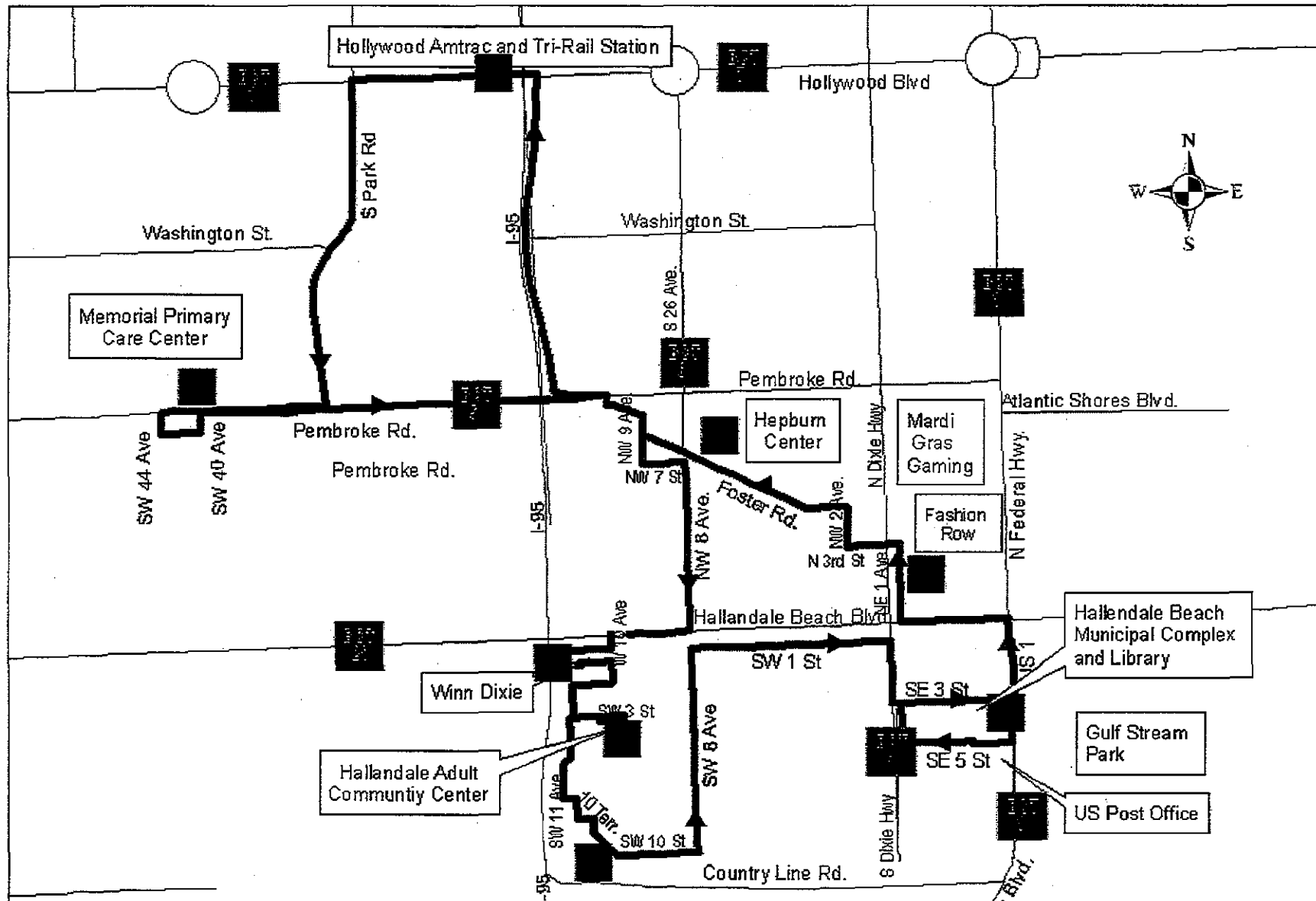
Hallandale Beach Route 3

Weekdays & Saturday

Hallandale Beach City Hall & Library	Fashion Row NE 1 Ave	Hepburn Center NW 8 Ave	Hollywood Tri-Rail	Memorial Primary Care Center	Winn-Dixie NW 10th Terrace	Hallandale Adult Community Center	SW 10 Terr & SW 10 Ave
1	2	3	4	5	6	7	8
7:00	7:06	7:12	7:18	7:25	7:36	7:39	7:46
8:00	8:06	8:12	8:18	8:25	8:36	8:39	8:46
9:00	9:06	9:12	9:18	9:25	9:36	9:39	9:46
10:00	10:06	10:12	10:18	10:25	10:36	10:39	10:46
11:00	11:06	11:12	11:18	11:25	11:36	11:39	11:46
12:00	12:06	12:12	12:18	12:25	12:36	12:39	12:46
1:00	1:06	1:12	1:18	1:25	1:25	1:36	1:46
2:00	2:06	2:12	2:18	2:25	2:25	2:36	2:46
3:00	3:06	3:12	3:18	3:25	3:25	3:36	3:46
4:00	4:07	4:14	4:21	4:29	4:25	4:40	4:46
5:00	5:07	5:14	5:21	5:29	5:25	5:40	5:46
6:00	6:07	6:14	6:21	6:29	6:30	6:40	6:46
7:00							

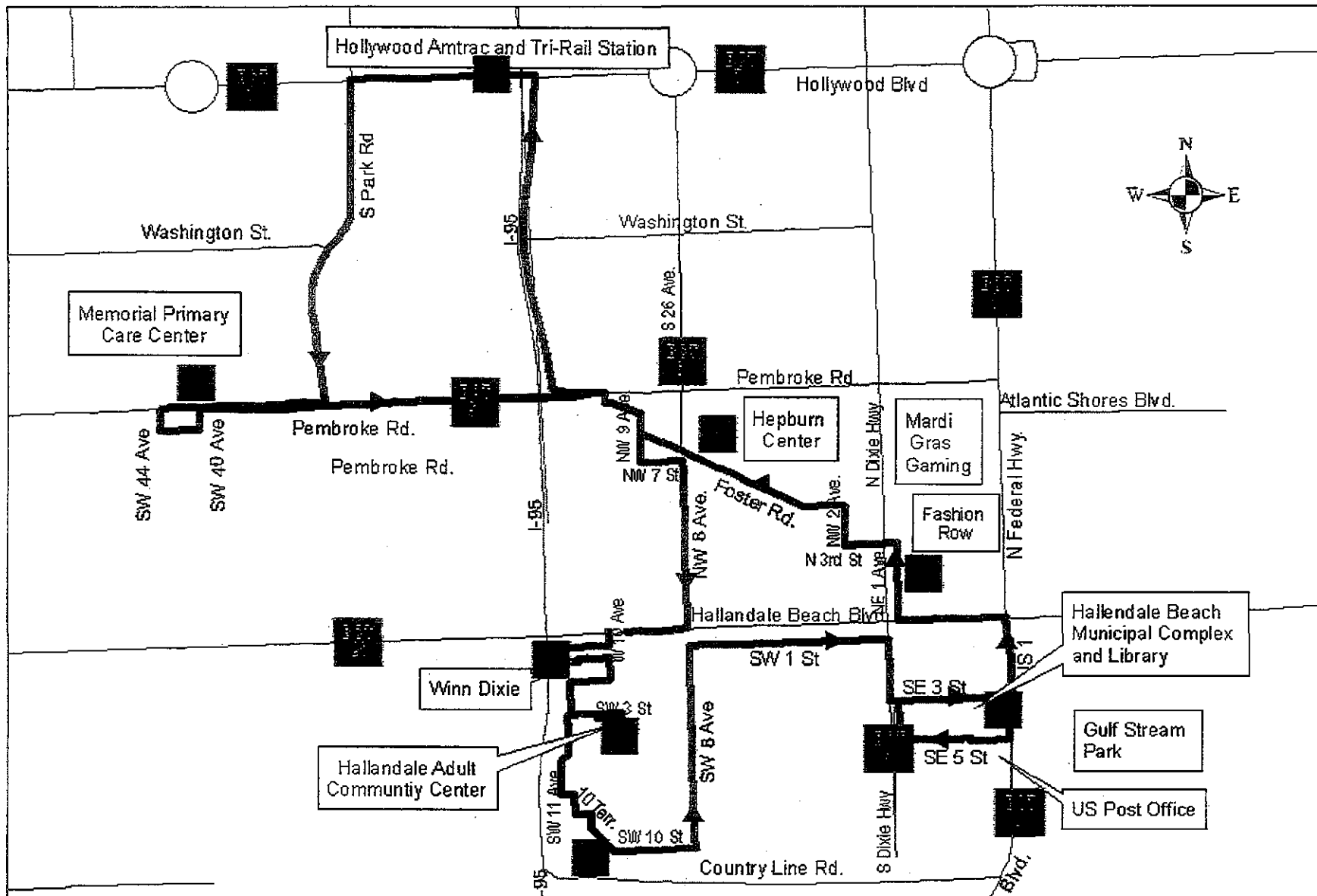
8/26/2009

Hallandale Beach Route 3



August 26, 2009

Hallandale Beach Route 3



August 26, 2009

EXHIBIT "B"

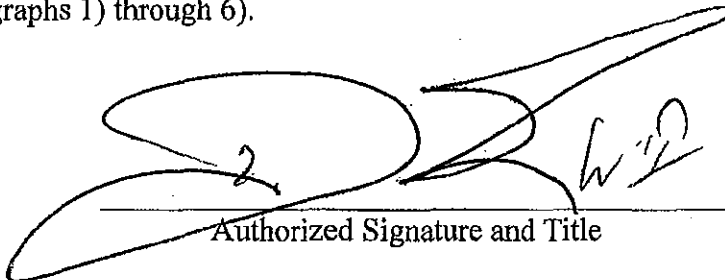
DRUG FREE WORKPLACE CERTIFICATION

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

- 1) Publishing a statement notifying its employees that the unlawful manufacture, distribution, dispense, possession, or use of a controlled substance is prohibited in the workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
- 2) Establishing a continuing drug-free awareness program to inform its employees about:
 - i) The dangers of drug abuse in the workplace;
 - ii) The 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 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 under a criminal drug statute for a violation occurring in the workplace no later than 5 calendar days after such conviction;
- 5) Notifying Broward County 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

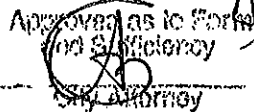
federal, state, or local health, law enforcement, or other appropriate agency; and

- 7) Making a good faith effort to maintain a drug-free workplace program through implementation of subparagraphs 1) through 6).


Authorized Signature and Title

D. Mike Good, City Manager
Printed Name and Title

STATE OF Florida
COUNTY OF Broward


Approved as to Form
and Sufficiency
City Attorney

The foregoing instrument was acknowledged before me this 7 day of Oct,
2009, by D. Mike Good as City Manager
(Name of Person Whose Signature is Notarized) (Title)
of the City of Hallandale Beach known to me to be the person described herein.

NOTARY PUBLIC


Signature

Chinta Jones
Print Name

My Commission Expires: NOV. 5, 2011



EXHIBIT "C"

ACORD		CERTIFICATE OF LIABILITY INSURANCE		OP ID WY LIMOU-1	DATE (MM/DD/YYYY) 05/29/09
PRODUCER ISU Insurance Serv. of Irvine DBA of Norton Ins. Srvc., Inc. 5 Corporate Park, Suite #170 Irvine CA 92606-5164 Phone: 949-419-2100 Fax: 949-419-0491		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
INSURED Limousines of South FL, Inc. 2595 NW 38th Street Miami FL 33142		INSURERS AFFORDING COVERAGE		NAIC #	
		INSURER A: First Mercury Insurance			
		INSURER B: National Casualty Company			
		INSURER C:			
		INSURER D:			
		INSURER E:			

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSR	TYPE OF INSURANCE		POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	X	GENERAL LIABILITY	EPCA000269	06/01/09	06/01/10	EACH OCCURRENCE	\$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 5,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:							
<input type="checkbox"/> POLICY	<input type="checkbox"/> PRO-JECT	<input type="checkbox"/> LOC					
B	X	AUTOMOBILE LIABILITY	CA00219871	06/01/09	06/01/10	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
		<input checked="" type="checkbox"/> ANY AUTO					
		<input type="checkbox"/> ALL OWNED AUTOS					
		<input type="checkbox"/> SCHEDULED AUTOS					
		<input type="checkbox"/> HIRED AUTOS					
		<input type="checkbox"/> NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
		<input type="checkbox"/> ANY AUTO					
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	\$
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$
							\$
		<input type="checkbox"/> DEDUCTIBLE					\$
		<input type="checkbox"/> RETENTION \$					\$
							\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS	OTH-ER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?					
		E.L. EACH ACCIDENT				\$	
		E.L. DISEASE - EA EMPLOYEE				\$	
If yes, describe under SPECIAL PROVISIONS below						E.L. DISEASE - POLICY LIMIT	\$
OTHER							
A		Excess Auto Liab	EXCA000260	06/01/09	06/01/10		1,000,000 *
A		Excess Auto Liab	EXCA000260	06/01/09	06/01/10		4,000,000**

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER IS NAMED ADDITIONAL INSURED UNDER THE AUTO AND GENERAL
LIABILITY AS RESPECTS OPERATIONS OF THE NAMED INSURED.
SEE ATTACHED VEHICLE SCHEDULE EFFECTIVE 6/1/09.

10-DAY NOTICE OF CANCELLATION FOR NON-PAYMENT OF PREMIUM

CERTIFICATE HOLDER <div style="text-align: right;">BROCCOUN</div> <div style="text-align: left;"> BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS RISK MANAGEMENT DIV, RM 210 115 SOUTH ANDREWS AVE FORT LAUDERDALE FL 33301 </div>		CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>Michael Scanlon</i>
--	--	--

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/22/09

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

NAIC #

INBURER E:

Limousines of South FL, Inc.
Mark Levitt
2595 NW 38th Street
Miami FL 33142

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSR		TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	EPCA000269	06/01/09	06/01/10	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPOF AGG \$2,000,000
B	X	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	CAO0219871	06/01/09	06/01/10	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				<div style="display: flex; justify-content: space-between;"> WC STATU-TORY LIMITS OTH-ER </div> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 CERTIFICATE HOLDER IS NAMED ADDITIONAL INSURED UNDER THE AUTO AND GENERAL
 LIABILITY AS RESPECTS OPERATIONS OF THE NAMED INSURED.

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

CITY OF HALLENDALE
ATTN: JIM BUSCHMAN, RISK MGR
400 S. FEDERAL HIGHWAY
HALLENDALE FL 33009

AUTHORIZED REPRESENTATIVE

Michael Scanlon

EXHIBIT "C"



City of Hallandale Beach

September 24, 2009

400 South Federal Highway
Hallandale Beach, FL 33009-6433
Phone: (954) 458-3251
Fax: (954) 457-1342

Irvin Minney
Community Transit Officer
Service and Capital Planning
Broward County Transportation Dept.
1100 Park Central Blvd. So., Suite 3500
Pompano Beach, Florida 33064

Re: Community Bus Services

Dear Mr. Minney:

The City of Hallandale Beach maintains a program of self-insurance pursuant to City of Hallandale Beach Ordinance 85-32. This program meets the requirements of Florida Statute 768.28 and provides for the payment of claims up to the limit of \$100,000/\$200,000 for tort liability.

Should you have any questions regarding this matter, please do not hesitate to contact my office.

Sincerely,

James R. Buschman
Risk Manager

JRB/mao

EXHIBIT "D"

CERTIFICATE OF COMPLIANCE

To: Director,
Broward County Office of Transportation
3201 West Copans Road
Pompano Beach, Florida 33069

I, Mark Levitt, President, certify that
Name Title
Limousines of South Florida, Inc. has established and implemented an anti-drug and
Name of Contractor
alcohol misuse prevention program in accordance with the terms of Federal Transit
Administration (FTA) regulation 49 CFR Part 655. I further certify that employee
training conducted under this program meets the requirements of this regulation.

09/09/08
Date

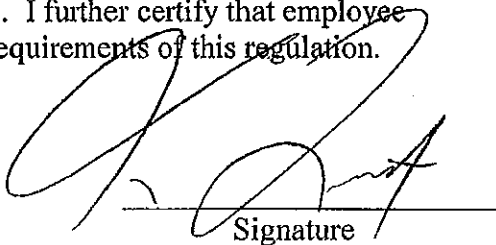

Signature

EXHIBIT "E"

City of Hallandale Beach

Operating vehicle in Route 3 owned by the City of Hallandale

<u>Vehicle #</u>	<u>Year</u>	<u>Make</u>	<u>Seats</u>	<u>Asset</u>	<u>VIN</u>
836	2007	Ford E450	20	N/A	IFDXE45F93HA45850

EXHIBIT "F"

City of Hallandale Beach

Annual Operating Funding for Fiscal Year 2010

Community Bus Service for "Route 3"- (\$15.00/Hour)

Buses	Service	Route	Span of Service	Frequency	Daily Service Hours	Days	Funding Per Revenue Hour	Annual Funding
1	Weekday	3	7:00a -11:00a	60 min	4.00	257	\$15.00	\$ 15,420.00
1	Weekday	3	1:00p - 7:00 pm	60 min	6.00	257	\$15.00	\$ 23,130.00
Financial assistance for weekdays								\$ 38,550.00
Buses	Service	Route	Span of Service	Frequency	Daily Service Hours	Days	Funding Per Revenue Hour	Annual Funding
1	Saturday	3	7:00a -11:00a	60 min	4.00	52	\$15.00	\$ 3,120.00
1	Saturday	3	1:00p - 7:00 pm	60 min	6.00	52	\$15.00	\$ 4,680.00
Financial assistance for weekends								\$ 7,800.00
Total Annual Operating Funds								\$ 46,350.00

OPERATORS' MINI BUS PRE-INSPECTION REPORT

NAME: _____ DATE: _____
BUS NO.: _____ RUN NO.: _____

PRE-EXT.	NONE	AC/HEAT	NO A/C	SUSP.	AIR BAG
	USED		NO DEFROSTER		KNEELER
FAREBOX REGISTER	JAMMED	BRAKES	NO HEAT	TIRE	LEANS L/R
	LOOSE		FOOT		DAMAGE WORN
GAUGES	NOT REGISTERING	RADIO	PARKING	TRANS.	FLAT TIRE/LOW
	NO READOUT		NOISY		LUG NUTS
LIGHTS	AIR	DOORS	NO INTERLOCK	WINDOWS	HARD SHIFTING
	OIL		PULLS L/R		NOISY
MIRRORS	SPEEDOMETER	ENGINE	WON'T TRANSMIT	SEAT	NO REVERSE
	TEMPERATURE		WON'T RECEIVE		SLIPPING
DEST. SIGN	VOLTS	WCHR.	OTHER	STEER	OIL LEAK
	HEADLIGHTS		TOO FAST		WON'T SHIFT
	DOME		TOO SLOW		BROKEN
	MARKER/SIGN		WON'T CLOSE		OTHER
	FARE BOX		SENSITIVE EDGE		INOPERATIVE
	TAIL/BRAKE		WON'T OPEN		STREAKS
	TURN SIG.		NO POWER		CUT SEAT
	DASHBOARD		OVERHEATS		SEAT BELT
	INSIDE		SMOKES		PASSENGER
	OUTSIDE LEFT		HARD START		WHEELCHAIR LOCK
	OUTSIDE RIGHT		WATER/OIL LEAK		HARD
	FRONT		NOISY		LOOSE
	REAR		WON'T CYCLE		SHIMMY
	SIDE				

MARK EACH DEFECT WITH AN X IN BOX.
IF BUS IS OK, PUT AN X IN THE OK BOX.



OTHER ITEMS

EXHAUST SYS.	DIRTY OUTSIDE	ROOF HATCH
ACCELERATOR PEDAL	DIRTY INSIDE	GRAB RAIL
INSECTS	GRAFFITI	STEPS-FRONT/REAR
PASSENGER SIGNAL	HORN	WHEELCHAIR LIFT/RAMP
COMPART. DOORS	NO TRIANGLES	VISOR
FLOOR MAT	NO REGISTRATION	NO ACC. PACKET

ADDITIONAL INFORMATION

NOTES:

OPERATOR'S MINI BUS DEFECT REPORT

NAME: _____ DATE: _____
BUS NO.: _____ RUN NO.: _____

PRE-EXT.	NONE	AC/HEAT	NO A/C	SUSP.	AIR BAG
	USED		NO DEFROSTER		KNEELER
FAREBOX REGISTER	JAMMED	BRAKES	NO HEAT	TIRE	LEANS L/R
	LOOSE		FOOT		DAMAGE WORN
GAUGES	NOT REGISTERING	RADIO	PARKING	TRANS.	FLAT TIRE/LOW
	NO READOUT		NOISY		LUG NUTS
LIGHTS	AIR	DOORS	NO INTERLOCK	WINDOWS	HARD SHIFTING
	OIL		PULLS L/R		NOISY
MIRRORS	SPEEDOMETER	ENGINE	WON'T TRANSMIT	SEAT	NO REVERSE
	TEMPERATURE		WON'T RECEIVE		SLIPPING
DEST. SIGN	VOLTS	WCHR.	OTHER	STEER	OIL LEAK
	HEADLIGHTS		TOO FAST		WON'T SHIFT
	DOME		TOO SLOW		BROKEN
	MARKER/SIGN		WON'T CLOSE		OTHER
	FARE BOX		SENSITIVE EDGE		INOPERATIVE
	TAIL/BRAKE		WON'T OPEN		STREAKS
	TURN SIG.		NO POWER		CUT SEAT
	DASHBOARD		OVERHEATS		SEAT BELT
	INSIDE		SMOKES		PASSENGER
	OUTSIDE LEFT		HARD START		WHEELCHAIR LOCK
	OUTSIDE RIGHT		WATER/OIL LEAK		HARD
	FRONT		NOISY		LOOSE
	REAR		WON'T CYCLE		SHIMMY
	SIDE				

MARK EACH DEFECT WITH AN X IN BOX.
IF BUS IS OK, PUT AN X IN THE OK BOX.



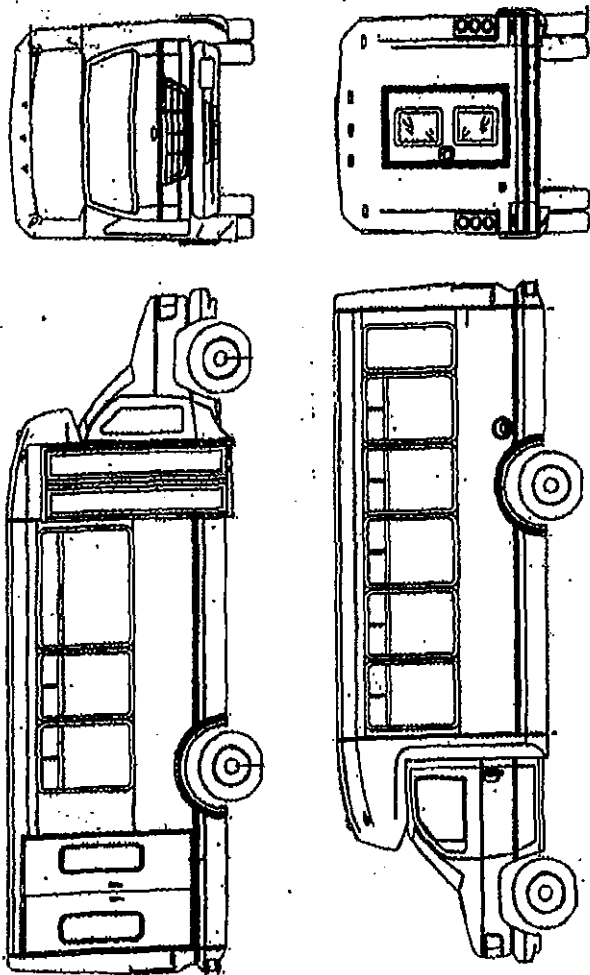
OTHER ITEMS

EXHAUST SYS.	DIRTY OUTSIDE	ROOF HATCH
ACCELERATOR PEDAL	DIRTY INSIDE	GRAB RAIL
INSECTS	GRAFFITI	STEPS-FRONT/REAR
PASSENGER SIGNAL	HORN	WHEELCHAIR LIFT/RAMP
COMPART. DOORS	NO TRIANGLES	VISOR
FLOOR MAT	NO REGISTRATION	NO ACC. PACKET

ADDITIONAL INFORMATION

NOTES:

**MARK AREAS
OF BODY
DAMAGE
ON THE BUS
ILLUSTRATION**



**MARK AREAS
OF BODY
DAMAGE
ON THE BUS
ILLUSTRATION**

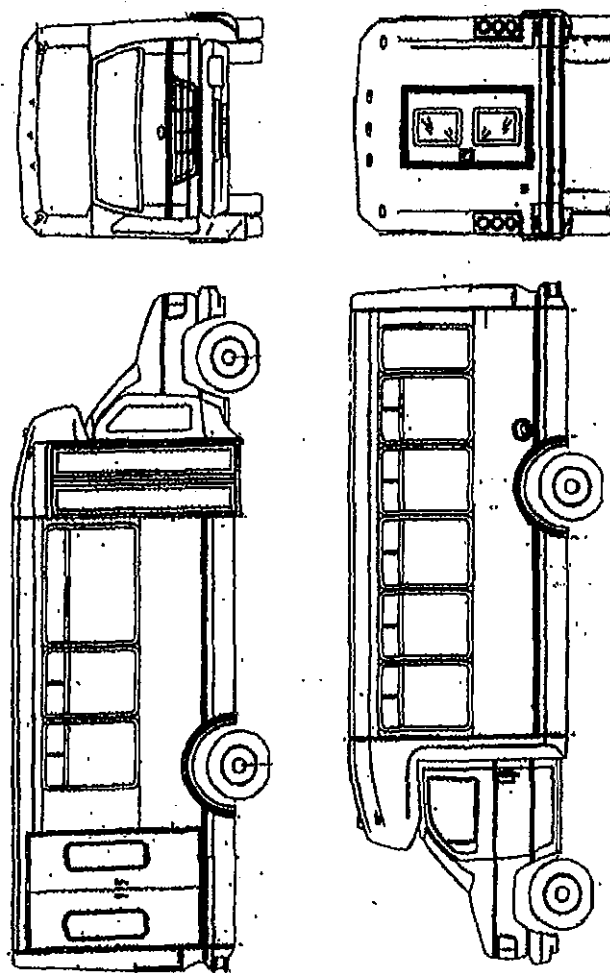


EXHIBIT H

BUSINESS ASSOCIATE ADDENDUM TO AGREEMENT BETWEEN
BROWARD COUNTY, FLORIDA
AND
CITY OF HALLANDALE BEACH
FOR
COMMUNITY BUS SERVICE FINANCIAL ASSISTANCE ONLY

This BUSINESS ASSOCIATE ADDENDUM amends the following Agreement by and between Broward County, Florida (hereinafter called "County"), and City Of Hallandale Beach (hereinafter called "Business Associate"), 400, South Federal Highway, Hallandale Beach, FL 33009, for Community Bus Service Financial Assistance Only:

[Date of original contract and date of most recent amendment], [hereinafter the "Existing Agreement."]

IN CONJUNCTION WITH the Existing Agreement, this Business Associate Addendum is made and entered into by and between the County and the Business Associate.

WHEREAS, the County and the Business Associate have previously entered into an Agreement related to the operation of certain activities related to the provision of health care;

WHEREAS, the operation of such programs is subject to the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA);

WHEREAS, the requirements of HIPAA mandate that certain responsibilities of contractors with access to Protected Health Information as defined under HIPAA must be documented through a written agreement;

WHEREAS, the County and the Business Associate desire to comply with the requirements of HIPAA and acknowledge respective responsibilities;

NOW, THEREFORE, the parties enter into this Business Associate Addendum for the consideration set out below, all of which is deemed to be good and sufficient consideration in order to make this Business Associate Addendum a binding legal instrument.

Section 1: Definitions.

All terms used in this Addendum not otherwise defined shall have the meaning as those terms in 45 CFR ' 164 [hereinafter called, the "HIPAA Privacy Rule"].

Section 2: Obligations and Activities of the Business Associate.

- 2.1 Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by this special agreement or as required by law.
- 2.2 Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as permitted or required by this Addendum or as required by law.
- 2.3 Business Associate agrees to mitigate, to the extent possible, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Addendum.
- 2.4 Business Associate agrees to report to the County any use or disclosure of the Protected Health Information not provided for by this Addendum of which it becomes aware.
- 2.5 Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from the County or created or received on behalf of the County by the Business Associate, agrees to the same restrictions and conditions that apply through this Addendum to the Business Associate with respect to such information.
- 2.6 Business Associate agrees to provide access to the County to all Protected Health Information in Designated Record Sets in a timely manner in order to meet the requirements under 45 CFR ' 164.524.
- 2.7 Business Associate agrees to make any amendments to Protected Health Information in a Designated Record Set as directed or agreed to by the County pursuant to 45 CFR ' 164.526 in a timely manner.
- 2.8 Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from the County or created or received on behalf of the County available to the County or to the Secretary of Health and Human Services or designee within five business days for the purposes of determining the Business Associate's compliance with the Privacy Rule.
- 2.9 Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for the County to respond to an individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR ' 164.528.

- 2.10 Business Associate agrees to provide the County, or an individual under procedures approved by the County, information and documentation collected in accordance with the preceding paragraph to respond to an individual requesting an accounting for disclosures as provided under 45 CFR ' 164.528.

Section 3: Permitted Uses and Disclosures.

- 3.1 Except as otherwise limited in this Addendum, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, the County as specified in the Existing Agreement, provided that such use or disclosure would not violate the Privacy Rule if done by the County or the minimum necessary policies and procedures of the County that are communicated to the Business Associate in writing.
- 3.2 Except as otherwise limited in this Addendum, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- 3.3 Except as otherwise limited in this Addendum, Business Associate may use Protected Health Information to provide Data Aggregation services to the County as permitted by 42 CFR ' 164.504 (e)(2)(i)(B).
- 3.4 Business Associate may use Protected Health Information to report violations of law to appropriate federal and state authorities, consistent with 42 CFR ' 164.504 (j)(1).

Section 4: Obligations of the County.

- 4.1 The County shall notify Business Associate of any limitations in its notice of privacy practices in accordance with 45 CFR ' 164.520, to the extent that such limitation may affect Business Associate's use of Protected Health Information.
- 4.2 The County shall notify Business Associate of any changes in, or revocation of, permission by an individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use of Protected Health Information.
- 4.3 The County shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information to which the County has agreed in accordance with 45 CFR ' 164.522, to the extent that such changes may affect Business Associate's use of Protected Health Information.
- 4.4 The County shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by the County.

Section 5: Term.

The term of this Addendum shall be effective upon execution by all parties, and shall terminate when all of the Protected Health Information provided by the County or contractors for the County, or created or received by the Business Associate on behalf of the County, is destroyed, turned over to the County, or turned over to Contractors designated by the County.

Section 6: Amendment.

The parties agree to take such action as is necessary to amend this Addendum from time to time as is necessary for the County to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Public Law No. 104-191.

[THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY.]

BUSINESS ASSOCIATE ADDENDUM TO AGREEMENT BETWEEN BROWARD COUNTY, FLORIDA AND CITY OF HALLANDALE BEACH for COMMUNITY BUS SERVICE FINANCIAL ASSISTANCE ONLY.

WHEREAS, the parties have made and executed this Business Associate Addendum to Agreement between COUNTY and CITY OF HALLANDALE BEACH for COMMUNITY BUS SERVICE FINANCIAL ASSISTANCE ONLY, on the respective dates under each signature: Broward County through its County Administrator, authorized to execute same, and the City Manager, duly authorized to execute same on behalf of the City of Hallandale Beach.

COUNTY

BROWARD COUNTY

WITNESSES:

By: _____

_____, County Administrator

____ day of _____, 20__.

Approved as to form by
Office of County Attorney

By: _____ (Date)

Assistant County Attorney

BUSINESS ASSOCIATE

WITNESSES:

CITY OF HALLANDALE BEACH

By: _____
D. Mike Good, City Manager

Dated ____ day of _____, 20__.

Approved as to Form
and Sufficiency

City Attorney

CITY OF HALLANDALE BEACH ROUTE 1 COMMUNITY BUS SERVICE

The City of Hallandale Beach and Broward County Transit (BCT) have partnered to provide Three (3) Hallandale Beach Community Bus Routes. This community bus service will increase the number of destinations and connections that can be reached through public transit. Destinations along the Hallandale Beach Route 1 include: Hallandale Beach Boulevard Wal-Mart, Diplomat Mall Winn-Dixie, City Hall and Library, Mardi Gras Casino, Publix Golden Isles, Ocean Drive/County Line, North Beach Fire Station, and surrounding neighborhood.

Connections are available to BCT Routes 1 and US 1 Breeze 4, 5, 6, 28 and Miami Dade Transit "E".

All buses on this route are air-conditioned and wheelchair accessible in accordance with the American with Disabilities Act (ADA). Bicycle racks are also provided. Please refer to this pamphlet for instruction on how to correctly use the bicycle racks. The Hallandale Beach Route 1 is free of charge, but riders making connections to BCT routes are expected to pay the appropriate fares.

HOURS OF OPERATION

Monday Through Saturday: 7:00 am – 7:00 pm

The Hallandale Beach Route 1 operates approximately every 65 minutes, with assigned stops.

Please refer to the timetable and map on the reverse side of this pamphlet. The bus will operate as close to schedule as possible. Traffic conditions and/or inclement weather may cause the bus to arrive earlier or later than the expected time. Please allow yourself enough time when using this service.

The Hallandale Beach Route 1 will not operate once a hurricane warning has been issued or if other hazards do not allow for the safe operation of the bus.



HOLIDAYS

Hallandale Beach Route 1 does not operate on the following holidays observed by City of Hallandale Beach:

- New Year's Day
- 4th OF JULY
- Thanksgiving Day
- Christmas Eve/Day

Also if the holidays fall on a Sunday they are not observed.

BIKE RACKS

Bike Racks are available on The Hallandale Beach Community Buses. Bike Racks are designed to carry two bikes only. It is important to have the operator's attention before loading and unloading your bike. As the bus approaches, have your bike ready to load. Remove any loose items that may fall off.

Loading

- Always load your bike from the curbside of the street.
- Lower-Squeeze the handle and pull down to release the folded bike rack.
- Lift your bike into the rack, fitting the wheels into the slots of the vacant position closest to the bus.
- Latch-Pull and release the support arm over the front tire, making sure the support arm is resting on the tire, not on the fender or frame.

Unloading

- Before exiting, notify the operator you are removing your bike.
- Pull the support arm off the tire. Move the support arm down and out of the way. Lift your bike out of the rack. If your bike is the only one on the rack, return the rack to the upright position.
- Move quickly to the curb.

INFORMATION

For more information about the City of Hallandale Beach Community Bus service routes and connections call:

954.457.1620

Monday through Friday: 8 a.m. – 5 p.m.

Hearing-speech impaired/TTY*

800.955.8771

*Teletype machine required

Visit the City of Hallandale Beach web site at:

www.hallandalebeachfl.gov

For more information about BCT routes, fares or connections, call:

BCT Rider Info

954.357.8400

Hearing-speech impaired/TTY*

954.357.8302

*Teletype machine required



Visit Broward County Transit's web site at:

www.broward.org/bct

This publication can be made available in LARGE PRINT, tape cassette or Braille by request.



BROWARD COUNTY
BOARD OF COUNTY COMMISSIONERS
TRANSPORTATION DEPARTMENT

An equal opportunity employer and provider of services.

PROTECTIONS OF TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 AS AMENDED

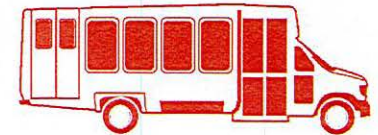
Any person(s) or group(s) who believes that they have been subjected to discrimination because of race, color, or national origin, under any transit program or activity provided by Broward County Transit (BCT), may call 954-357-8481 to file a Title VI discrimination complaint or write to Broward County Transit Division, Compliance Manager, 1 N. University Drive, Suite 3100A, Plantation, FL 33324.

This public document was promulgated at a cost of \$____, or \$____ per copy, to inform the public about community bus service between Broward County Transit and the City of Hallandale Beach. 8/13

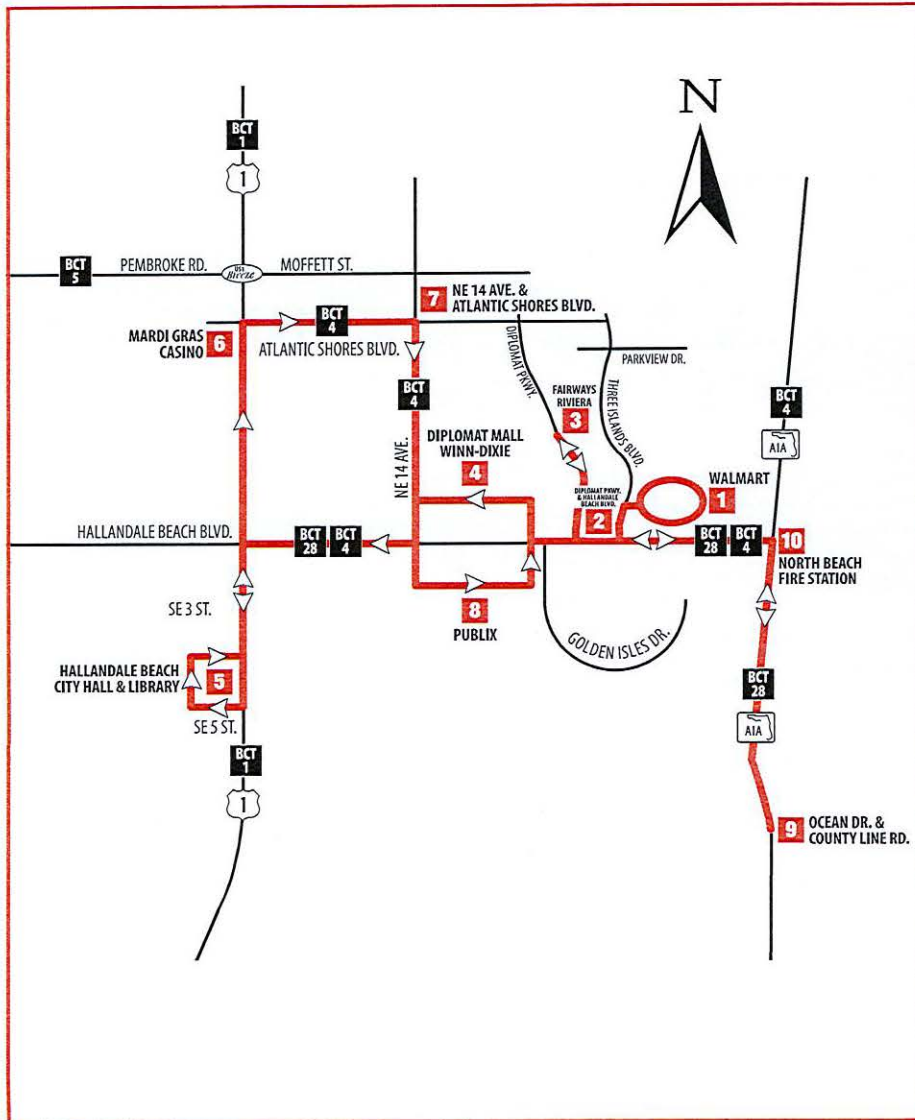
HALLANDALE BEACH COMMUNITY BUS SERVICE ROUTE 1



Hallandale Beach
PROGRESS. INNOVATION. OPPORTUNITY.



Effective October 2013



Route 1

HALLANDALE BEACH WALMART	DIPLOMAT PKWY HALLANDALE BEACH BLVD	FAIRWAYS RIVIERA	DIPLOMAT MALL WINN-DIXIE	HALLANDALE CITY HALL & LIBRARY	MARDI GRAS	NE 14 AVE ATLANTIC SHORES BLVD	GOLDEN ISLES SC PUBLIX SE 14 AVE	OCEAN DR COUNTY LINE RD	NORTH BEACH FIRE STATION	HALLANDALE BEACH WALMART
1	2	3	4	5	6	7	8	9	10	1
7:00a	7:05a	7:10a	7:15a	7:24a	7:33a	7:38a	7:43a	7:49a	7:54a	7:59a
8:00a	8:05a	8:10a	8:15a	8:24a	8:33a	8:38a	8:43a	8:49a	8:54a	8:59a
9:00a	9:05a	9:10a	9:15a	9:24a	9:33a	9:38a	9:43a	9:49a	9:54a	9:59a
10:00a	10:05a	10:10a	10:15a	10:24a	10:33a	10:38a	10:43a	10:49a	10:54a	10:59a
11:00a	11:05a	11:10a	11:15a	11:24a	11:33a	11:38a	11:43a	11:49a	11:54a	11:59a
12:01p	12:07p	12:13p	12:19p	12:29p	12:39p	12:45p	12:50p	12:57p	1:03p	1:08p
1:11p	1:17p	1:23p	1:29p	1:39p	1:49p	1:55p	2:00p	2:07p	2:13p	2:18p
2:21p	2:27p	2:33p	2:39p	2:49p	2:59p	3:05p	3:10p	3:17p	3:23p	3:28p
3:31p	3:37p	3:43p	3:49p	3:59p	4:09p	4:15p	4:20p	4:27p	4:33p	4:38p
4:41p	4:47p	4:53p	4:59p	5:09p	5:19p	5:25p	5:30p	5:37p	5:43p	5:48p
5:53p	5:59p	6:05p	6:11p	6:21p	6:31p	6:37p	6:42p	6:49p	6:55p	7:00p

Bold type indicates PM hours.



CITY OF HALLANDALE BEACH ROUTE 2 COMMUNITY BUS SERVICE

The City of Hallandale Beach and Broward County Transit (BCT) have partnered to provide Three (3) Hallandale Beach Routes. This community bus service will increase the number of destinations and connections that can be reached through public transit. Destinations along the Hallandale Beach Community Bus Route 2 include: Hallandale Beach Boulevard Wal-Mart, Diplomat Mall, City Hall and Library, Mardi Gras Casino, Publix Golden Isles, Golden Isles Community, Three Island Parkview Drive, Aventura Hospital and surrounding neighborhood.

Connections are available to BCT Routes 1, and US 1 Breeze 4, 5, 28 and Miami Dade Transit "E"

All buses on this route are air-conditioned and wheelchair accessible in accordance with the American with Disabilities Act (ADA). Bicycle racks are also provided. Please refer to this pamphlet for instruction on how to correctly use the bicycle racks.

The Hallandale Beach Route 2 is free of charge, but riders making connections to BCT routes are expected to pay the appropriate fares.

HOURS OF OPERATION

Monday Through Saturday: 7:00 am – 7:00 pm

The Hallandale Beach Route 2 operates approximately every 66 minutes, with assigned stops.

Please refer to the timetable and map on the reverse side of this pamphlet. The bus will operate as close to schedule as possible. Traffic conditions and/or inclement weather may cause the bus to arrive earlier or later than the expected time. Please allow yourself enough time when using this service.

The Hallandale Beach Route 2 will not operate once a hurricane warning has been issued or if other hazards do not allow for the safe operation of the bus.

HOLIDAYS

Hallandale Beach Route 2 does not operate on the following holidays observed by City of Hallandale Beach:

- New Year's Day
- 4th OF JULY
- Thanksgiving Day
- Christmas Eve/Day

Also if the holidays fall on a Sunday they are not observed.

BIKE RACKS

Bike Racks are available on the Hallandale Beach Community Buses. Bike Racks are designed to carry two bikes only. It is important to have the operator's attention before loading and unloading your bike. As the bus approaches, have your bike ready to load. Remove any loose items that may fall off.

Loading

- Always load your bike from the curbside of the street.
- Lower-Squeeze the handle and pull down to release the folded bike rack.
- Lift your bike into the rack, fitting the wheels into the slots of the vacant position closest to the bus.
- Latch-Pull and release the support arm over the front tire, making sure the support arm is resting on the tire, not on the fender or frame.

Unloading

- Before exiting, notify the operator you are removing your bike.
- Pull the support arm off the tire. Move the support arm down and out of the way. Lift your bike out of the rack. If your bike is the only one on the rack, return the rack to the upright position.
- Move quickly to the curb.

INFORMATION

For more information about the City of Hallandale Beach Community Bus service routes and connections call:

954.457.1620

Monday through Friday: 8 a.m. – 5 p.m.

Hearing-speech impaired/TTY*

800.955.8771

*Teletype machine required

Visit the City of Hallandale Beach web site at:
www.hallandalebeachfl.gov

For more information about BCT routes, fares or connections, call:

BCT Rider Info
954.357.8400

Hearing-speech impaired/TTY*

954.357.8302

*Teletype machine required



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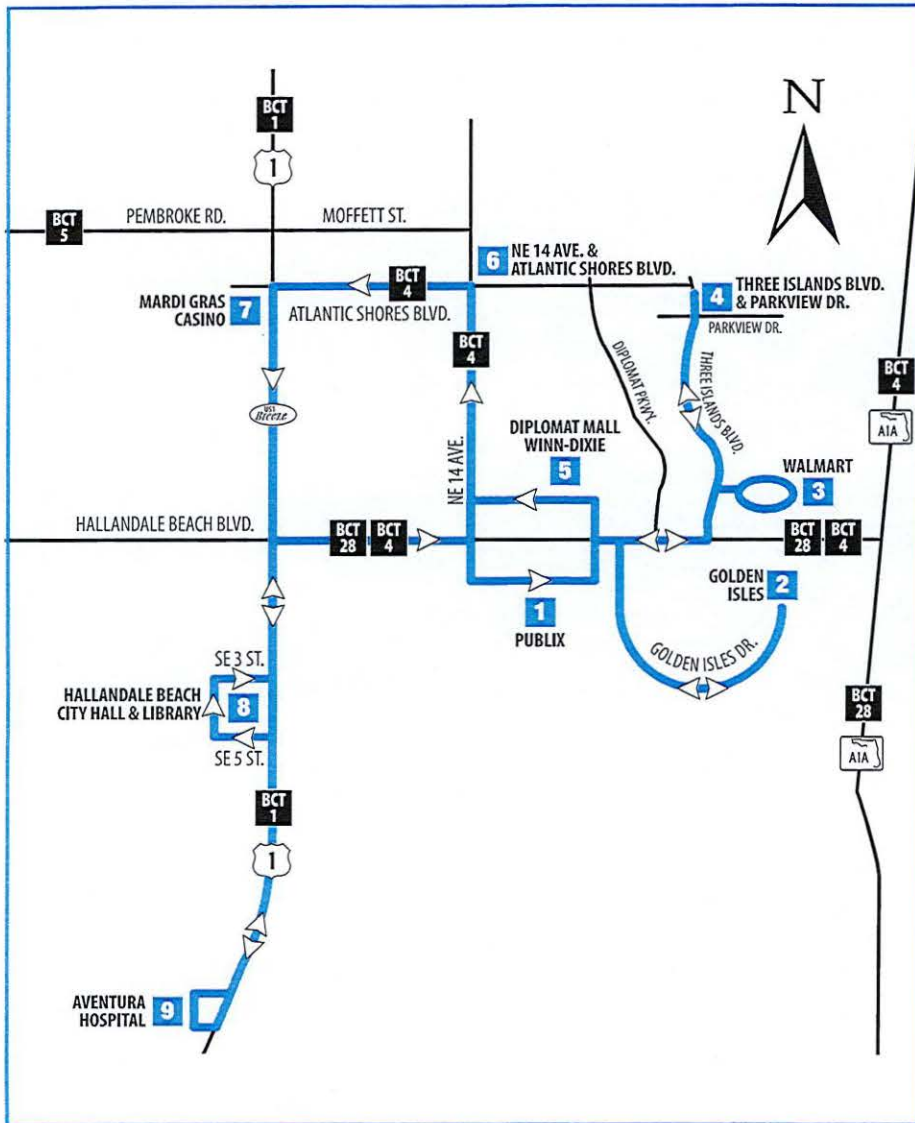
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8/13

HALLANDALE BEACH COMMUNITY BUS SERVICE ROUTE 2



Effective October 2013



Route 2

GOLDEN ISLES SC PUBLIX SE 14 A	GOLDEN SLES	HALLANDALE BEACH WALMART	THREE ISLANDS BLVD PARKVIEW DR	DIPLOMAT MALL	NE 14 AVE ATLANTIC SHORES BLVD	MARDI GRAS	HALLANDALE CITY HALL & LIBRARY	AVENTURA HOSPITAL	GOLDEN ISLES SC PUBLIX SE 14 A
1	2	3	4	5	6	7	8	9	1
7:00a	7:05a	7:12a	7:18a	7:27a	7:35a	7:39a	7:47a	7:53a	8:03a
8:04a	8:09a	8:16a	8:22a	8:31a	8:39a	8:43a	8:51a	8:57a	9:07a
9:08a	9:13a	9:20a	9:26a	9:35a	9:43a	9:47a	9:55a	10:01a	10:11a
10:12a	10:17a	10:24a	10:30a	10:39a	10:47a	10:51a	10:59a	11:05a	11:15a
11:16a	11:21a	11:28a	11:34a	11:43a	11:51a	11:55a	12:04p	12:11p	12:21p
12:22p	12:27p	12:34p	12:40p	12:49p	12:57p	1:01p	1:11p	1:18p	1:28p
1:29p	1:34p	1:41p	1:47p	1:56p	2:04p	2:08p	2:18p	2:25p	2:35p
2:36p	2:41p	2:48p	2:54p	3:03p	3:11p	3:15p	3:25p	3:32p	3:42p
3:42p	3:47p	3:54p	4:00p	4:09p	4:17p	4:21p	4:31p	4:38p	4:48p
4:48p	4:53p	5:00p	5:06p	5:15p	5:23p	5:27p	5:37p	5:44p	5:54p
5:54p	5:59p	6:06p	6:12p	6:21p	6:29p	6:33p	6:43p	6:50p	7:00p

Bold type indicates PM hours.



CITY OF HALLANDALE BEACH ROUTE 3 COMMUNITY BUS SERVICE

The City of Hallandale Beach and Broward County Transit (BCT) have partnered to provide Three (3) Hallandale Beach Community Bus Routes. This community bus service will increase the number of destinations and connections that can be reached through public transit. Destinations along the Hallandale Beach Route 3 include: City Hall & Library, Fashion Row NW 1 Ave Hallandale Beach, Hepburn Center NW 8 Ave, Hollywood Tri-Rail, Broward South Regional Health Center, Winn-Dixie Hallandale Beach Boulevard, Hallandale Beach Community Center, SW 10 Street and SW 10 Avenue and surrounding neighborhood.

Connections are available to BCT routes 1 and US 1 Breeze 4, 5, 6, 7, 28, 95-Express (Hollywood Tri-Rail Station) and Miami Dade Transit "E".

All buses on this route are air-conditioned and wheelchair accessible in accordance with the American with Disabilities Act (ADA). Bicycle Racks are also provided. Please refer to this pamphlet for instruction on how to correctly use the bicycle racks.

The Hallandale Beach Route 3 is free of charge, but riders making connections to BCT routes are expected to pay the appropriate fares.

HOURS OF OPERATION

Monday Through Saturday: 7:00 am – 7:00 pm

The Hallandale Beach Route 3 operates approximately every 65 minutes, with assigned stops. The Hallandale Beach Route 3 does not provide service to Broward South Regional Health center on the last trip beginning at 6:00 pm. From the Hallandale Library.

Please refer to the timetable and map on the reverse side of this pamphlet. The bus will operate as close to schedule as possible. Traffic conditions and/or inclement weather may cause the bus to arrive earlier or later than the expected time. Please allow yourself enough time when using this service.

The Hallandale Beach Route 3 will not operate once a hurricane warning has been issued or if other hazards

do not allow for the safe operation of the bus.

HOLIDAYS

Hallandale Beach Route 3 does not operate on the following holidays observed by City of Hallandale Beach:

- New Year's Day
- 4th OF JULY
- Thanksgiving Day
- Christmas Eve/Day

Also if the holidays fall on a Sunday they are not observed.

BIKE RACKS

Bike Racks are available on the Hallandale Beach Community Buses. Bike Racks are designed to carry two bikes only. It is important to have the operator's attention before loading and unloading your bike. As the bus approaches, have your bike ready to load. Remove any loose items that may fall off.

Loading

- Always load your bike from the curbside of the street.
- Lower-Squeeze the handle and pull down to release the folded bike rack.
- Lift your bike into the rack, fitting the wheels into the slots of the vacant position closest to the bus.
- Latch-Pull and release the support arm over the front tire, making sure the support arm is resting on the tire, not on the fender or frame.

Unloading

- Before exiting, notify the operator you are removing your bike.
- Pull the support arm off the tire. Move the support arm down and out of the way. Lift your bike out of the rack. If your bike is the only one on the rack, return the rack to the upright position.
- Move quickly to the curb.

INFORMATION

For more information about the City of Hallandale Beach Community Bus service routes and connections call:

954.457.1620

Monday through Friday: 8 a.m. – 5 p.m.

Hearing-speech impaired/TTY*

800.955.8771

*Teletype machine required

Visit the City of Hallandale Beach web site at:
www.hallandalebeachfl.gov

For more information about BCT routes, fares or connections, call:

BCT Rider Info
954.357.8400

Hearing-speech impaired/TTY*

954.357.8302

*Teletype machine required



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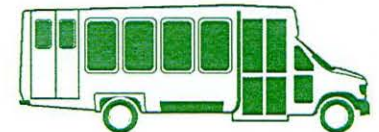
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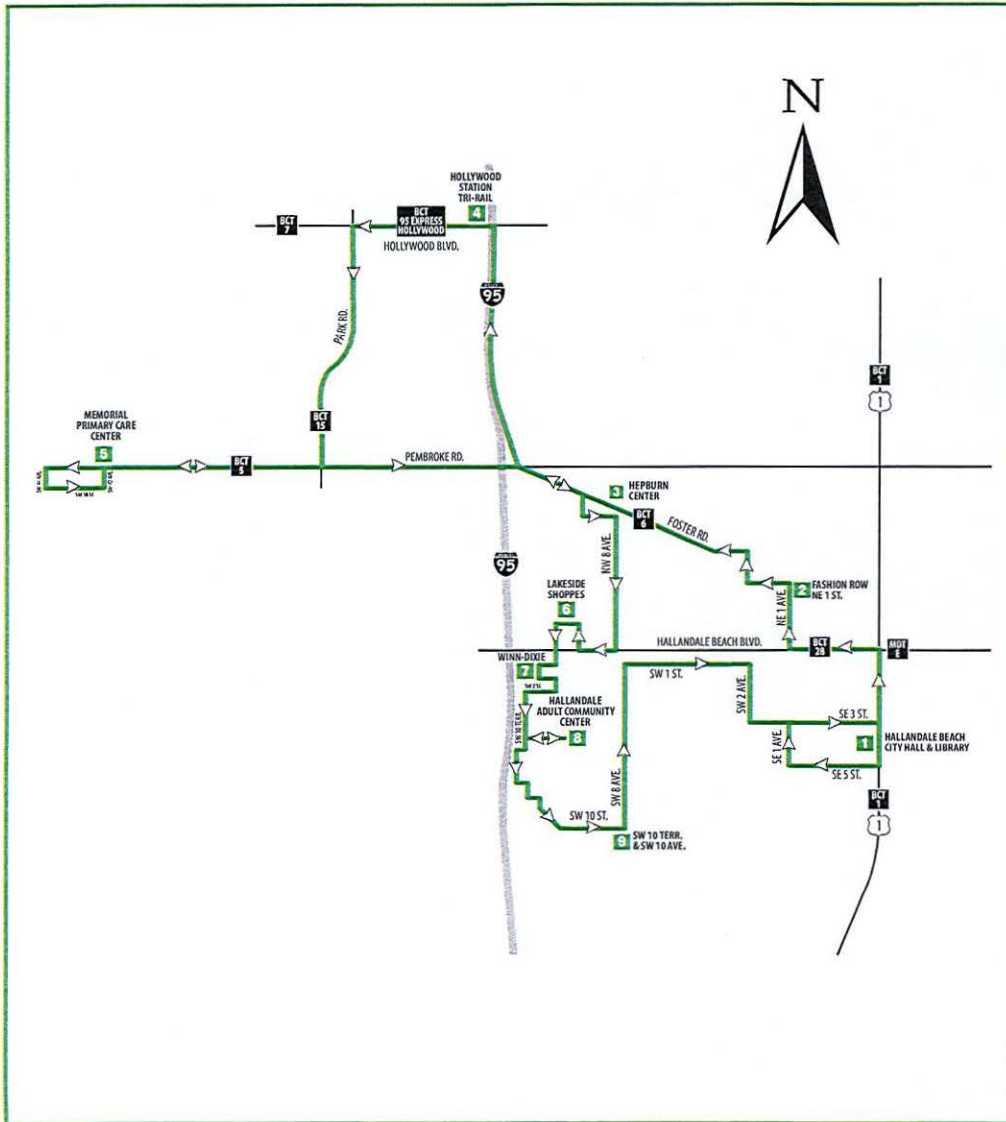
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8/13

HALLANDALE BEACH COMMUNITY BUS SERVICE ROUTE 3



Effective October 2013



Route 3

HALLANDALE CITY HALL LIBRARY	FASHION ROW NW 1 AVE	HEPBURN CENTER NW 8 AVE	TCRA HOLLYWOOD TRI-RAIL	BROWARD SOUTH REGIONAL HEALTH CTR	LAKE SIDE SHOPS	WINN-DIXIE HALLANDALE BB & SW 10 T	HALLANDALE ADULT COMMUNITY CENTER	SW 10 T SW 10 A HALLANDALE	HALLANDALE CITY HALL LIBRARY
1	2	3	4	5	6	7	8	9	1
7:00a	7:07a	7:13a	7:23a	7:30a	7:36a	7:41a	7:45a	7:52a	8:02a
8:05a	8:12a	8:18a	8:28a	8:35a	8:41a	8:46a	8:50a	8:57a	9:07a
9:10a	9:17a	9:23a	9:33a	9:40a	9:46a	9:51a	9:55a	10:02a	10:12a
10:15a	10:22a	10:28a	10:38a	10:45a	10:51a	10:56a	11:00a	11:07a	11:17a
11:20a	11:27a	11:33a	11:43a	11:50a	11:56a	12:01p	12:05p	12:13p	12:23p
12:25p	12:32p	12:39p	12:47p	12:56p	1:03p	1:08p	1:12p	1:20p	1:30p
1:30p	1:37p	1:44p	1:52p	2:01p	2:08p	2:13p	2:17p	2:25p	2:35p
2:37p	2:44p	2:51p	2:59p	3:08p	3:15p	3:20p	3:24p	3:32p	3:42p
3:44p	3:51p	3:58p	4:06p	4:15p	4:22p	4:27p	4:31p	4:39p	4:49p
4:52p	4:59p	5:06p	5:14p	5:23p	5:30p	5:35p	5:39p	5:47p	5:57p
6:00p	6:07p	6:14p	6:22p		6:33p	6:38p	6:42p	6:50p	7:00p

Bold type indicates PM hours.



Minibus Hours of Operation:

7:00 am – 7:00 pm
Monday through Sunday

Route #4

Route Cycle: 60 Minutes

Minibus does not operate on:

- ▶ New Year's Day ◀
- ▶ 4th of July ◀
- ▶ Thanksgiving Day ◀
- ▶ Christmas Day ◀

Information

For additional information about the City of
Hallandale Beach Community Bus
Services, routes and connections, call:

954.457.1620
Monday through Friday
8 am – 5 pm

Hearing/speech impaired/TTY
800.955.8771

Visit the City of Hallandale Beach website at
www.cohb.org/minibusroute

Community Bus Route No. 4 7-Month Trial Run



Hallandale Beach
PROGRESS. INNOVATION. OPPORTUNITY.

Mayor
Joy F. Cooper

Vice Mayor
Alex Lewy

Commissioners
Bill Julian
Anthony Sanders
Michele Lazarow

City Manager
Renee C. Miller

Enjoy the Ride!

Rider Guidelines

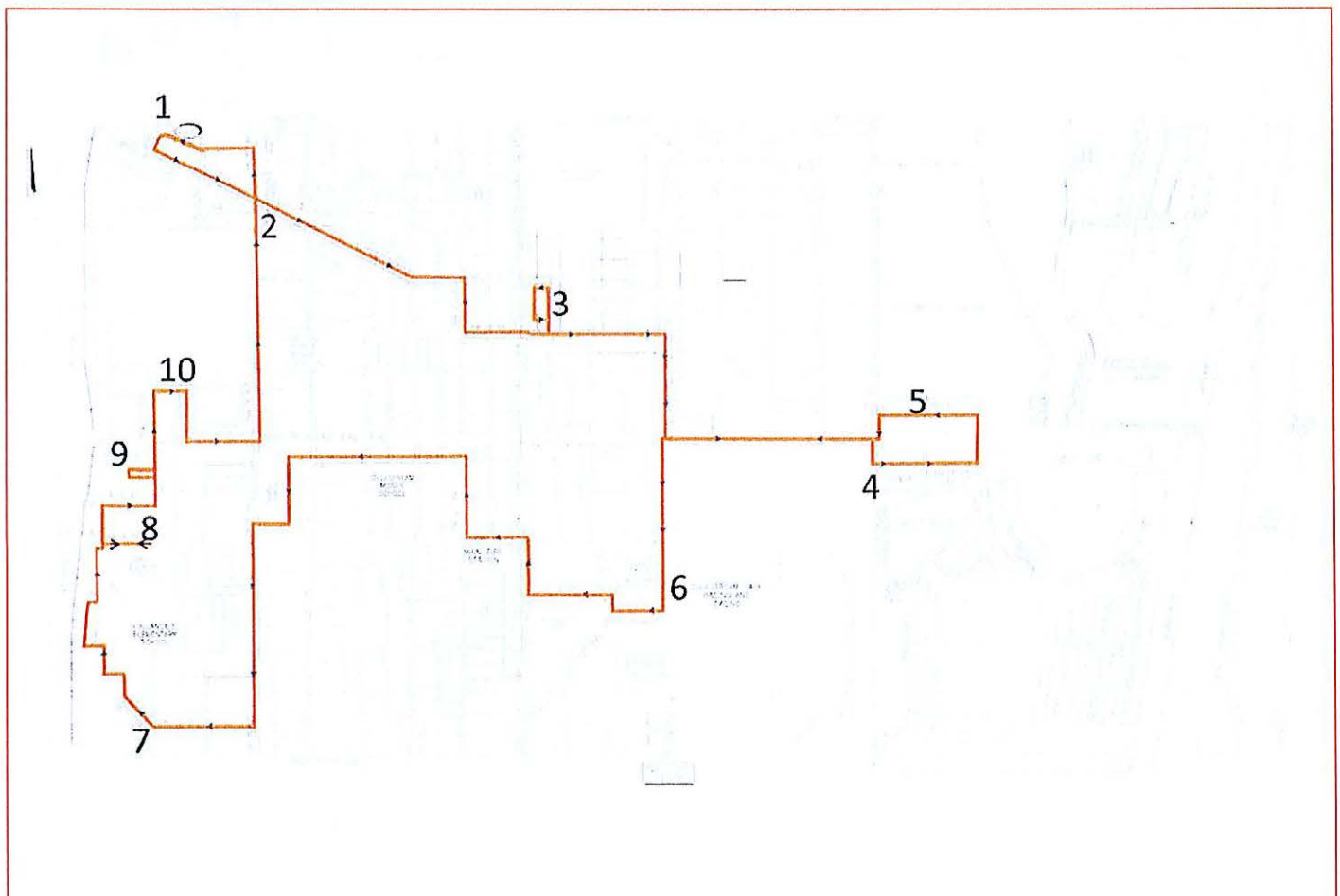
- Route runs 7 days (Monday thru Sunday). **All rides are FREE.**
- The community bus system is operated by a private contractor for the City of Hallandale Beach.
- The bus stops at Broward County Transit System stops. **Flag stop is allowed when it is safe to do so.**
- Shoes and shirt must be worn. No feet on seats.
- When waiting for the bus, never stand in the street.
- Do not talk to the bus operator while the bus is moving.
- Give the seats behind the driver to senior or disabled passengers.
- No eating, drinking, smoking or spitting. Rude behavior is not allowed.
- No radio/tapes/CD players.
- Shopping carts of any size are prohibited from blocking aisles.
- Bags and packages should be of a number and size that allows them to be reasonably carried by the rider.
- The rider and his/her bags/packages should occupy only one seat.
- For additional information about BCT routes, fare or connections, call:

954.357.8400

Hearing-speech impaired/TTY
954.357.8302

1	2	3	4	5	6	7	8	9	10	1
NW 10th Street/ 10th Ave.	HEPBURN	FASHION ROW	PUBLIX/ GOLDEN ISLES	DIPLO- MAT MALL	CITY HALL/ LIBRARY	SW 10 TERR/ SW 10TH ST	HALLANDALE BEACH ADULT COMMUNITY CENTER	WINN DIXIE	LAKESIDE SHOPS/ IHOP	NW 10th Street/ 10th Ave.
7:00 AM	7:03	7:07	7:16	7:20	7:30	7:40	7:43	7:47	7:50	8:00
8:00 AM	8:03	8:07	8:16	8:20	8:30	8:40	8:43	8:47	8:50	9:00
9:00 AM	9:03	9:07	9:16	9:20	9:30	9:40	9:43	9:47	9:50	10:00
10:00 AM	10:03	10:07	10:16	10:20	10:30	10:40	10:43	10:47	10:50	11:00
11:00 AM	11:03	11:07	11:16	11:20	11:30	11:40	11:43	11:47	11:50	12:00
12:00 PM	12:03	12:07	12:16	12:20	12:30	12:40	12:43	12:47	12:50	1:00
1:00 PM	1:03	1:07	1:16	1:20	1:30	1:40	1:43	1:47	1:50	2:00
2:00 PM	2:03	2:07	2:16	2:20	2:30	2:40	2:43	2:47	2:50	3:00
3:00 PM	3:03	3:07	3:16	3:20	3:30	3:40	3:43	3:47	3:50	4:00
4:00 PM	4:03	4:07	4:16	4:20	4:30	4:40	4:43	4:47	4:50	5:00
5:00 PM	5:03	5:07	5:16	5:20	5:30	5:40	5:43	5:47	5:50	6:00
6:00 PM	6:03	6:07	6:16	6:20	6:30	6:40	6:43	6:47	6:50	7:00

**Community Bus
Route No. 4
7-Month Trial Run
(April 2013—October 2013)**





September 23, 2019

Mark Levitt, Vice President
Limousines of South Florida Inc. (LSF)
3300 SW 11th Ave
Fort Lauderdale, FL 33315

**RE: Agreement between City of Hallandale Beach and Contractor for Minibus Services
Dated May 14th, 2014 (RFP #FY 2013-2014-002)**

Greg Chavarria
City Manager

Joy D. Adams
Mayor

Sabrina Javellana
Vice Mayor

Mike Butler
Commissioner

Michele Lazarow
Commissioner

Anabelle Lima-Taub
Commissioner

To Mr. Levitt:

Pursuant to Article 1, Term, of the above referenced Contract Agreement (RFP No. 2013-2014-002) and the Hallandale Beach Resolution No. 2019-406, by which the City of Hallandale Beach City Commission approved to extend the term of the above referenced Contract Agreement for a period to not exceed six (6) months at the same terms and conditions; and pursuant to your request that the existing contract extension at the same terms and conditions not exceed sixty (60) days; I am hereby extend your existing contract agreement for two months, from October 1, 2019 through November 30, 2019. Upon acceptance of this extension, please sign below and return this letter to Eric Houston, Transportation and Mobility Planner, to the address listed above.

Should you have any questions, please contact Eric Houston at (954) 457-2224 or by email ehouston@cohb.org

Sincerely,

Greg Chavarria
City Manager
City of Hallandale Beach

CC: Jeremy Earle, City of Hallandale Beach CRA Executive Director
Keven Klopp, City of Hallandale Beach Assistant City Manager
Vanessa Leroy, City of Hallandale Beach Development Services Director
Andrea Lues, City of Hallandale Beach Procurement Director
Noemy Sandoval, City of Hallandale Beach Grants Manager
Eric Houston, City of Hallandale Beach Transportation and Mobility Planner

400 S. Federal Highway
Hallandale Beach, FL 33009
Ph. (954) 457-1300
Fax (954) 457-1454

www.coHB.org

On behalf of Limousines of South Florida Inc. (LSF), I hereby accept the Contract Extension as referenced above on the contract agreement between the City of Hallandale Beach and Limousines of South Florida, Inc.

Signature

Print Name

Date

9/27/19



Greg Chavarria
City Manager

Joy D. Adams
Mayor

Sabrina Javellana
Vice Mayor

Mike Butler
Commissioner

Michele Lazarow
Commissioner

Anabelle Lima-Taub
Commissioner

400 S. Federal Highway
Hallandale Beach, FL 33009
Ph. (954) 457-1300
Fax (954) 457-1454

www.coHB.org

November 12, 2019

Mark Levitt, Vice President
Limousines of South Florida Inc. (LSF)
3300 SW 11th Ave
Fort Lauderdale, FL 33315

**RE: Agreement between City of Hallandale Beach and Contractor for Minibus Services
Dated May 14th, 2014 (RFP #FY 2013-2014-002)**

To Mr. Levitt:

Pursuant to Article 1, Term, of the above referenced Contract Agreement (RFP No. 2013-2014-002) and the Hallandale Beach Resolution No. 2019-406, by which the City of Hallandale Beach City Commission approved to extend the term of the above referenced Contract Agreement for a period to not exceed six (6) months at the same terms and conditions; and pursuant to your request that the existing contract extension at the same terms and conditions not exceed sixty (60) days.

On September 23, 2019, you accepted and signed a contract extension for two (2) months, from October 1, 2019 through November 30, 2019. Pursuant to your email dated November 7, 2019, you agreed to further extend your contract for another three (3) months or ninety (90) days, at the same terms and conditions. Therefore, I am hereby extending your existing contract agreement for an additional three (3) months, from December 1, 2019 through February 29, 2020. Upon acceptance of this extension, please sign below and return this letter to Vanessa Leroy, Development Services Director, at City of Hallandale Beach City Hall, 400 S. Federal Highway, Hallandale Beach, FL 33009.

Should you have any questions, please contact Vanessa Leroy at (954) 457-1376 or by email vleroy@cohb.org.

Sincerely,

Greg Chavarria
City Manager
City of Hallandale Beach

On behalf of Limousines of South Florida Inc. (LSF), I hereby accept the Contract Extension as referenced above on the contract agreement between the City of Hallandale Beach and Limousines of South Florida, Inc.

Signature

Print Name

Date

Mark Levitt

11/21/19

CC: Jeremy Earle, City of Hallandale Beach CRA Executive Director
Keven Klopp, City of Hallandale Beach Assistant City Manager
Vanessa Leroy, City of Hallandale Beach Development Services Director
Andrea Lues, City of Hallandale Beach Procurement Director
Noemy Sandoval, City of Hallandale Beach Grants Manager
Liam Devine, City of Hallandale Beach Transportation and Mobility Planning



Greg Chavarria
City Manager

JOY COOPER
Mayor

SABRINA JAVELLANA
Vice Mayor

MIKE BUTLER
Commissioner

MICHELE LAZAROW
Commissioner

ANABELLE LIMA-TAUB
Commissioner

400 S. Federal Highway
Hallandale Beach, FL 33009
Ph (954) 457-1300
Fax (954) 457-1454

February 24, 2020

Mark Levitt, Vice President
Limousines of South Florida Inc. (LSF)
3300 SW 11th Ave
Fort Lauderdale, FL 33315

RE: Agreement between City of Hallandale Beach and Contractor for Minibus Services Dated May 14th, 2014 (RFP #FY 2013-2014-002)

To Mr. Levitt:

Pursuant to Article 1, of the referenced Contract Agreement (RFP No. 2013-2014-002) and the Hallandale Beach Resolution No. 2019-406, by which the City of Hallandale Beach City Commission approved to extend the term of the above referenced Contract Agreement on a month-to-month basis for a period to not exceed six (6) months at the same terms and conditions; your contract agreement may be extended up to March 31, 2020.

On two previous occasions your contract was extended up to February 29, 2020 in agreement letters dated September 23, 2019 and November 12, 2019. Based on your conversation with Director Leroy on February 11, 2020, you agreed to extend the existing contract for the remaining month of March under the same terms and conditions. Therefore, I am hereby extending the existing contract agreement for an additional one (1) month, from March 1, 2020 through March 31, 2020. Upon acceptance of this extension, please sign below and return this letter to Igor Colmenares, the Mobility and Transportation Planner, at City of Hallandale Beach City Hall, 400 S. Federal Highway, Hallandale Beach, FL 33009.

Should you have any questions, please contact Igor Colmenares, Transportation and Mobility Planner, at (954) 457-2224 or by email icolmenares@COHB.org.

Sincerely,

Greg Chavarria
City Manager
City of Hallandale Beach

On behalf of Limousines of South Florida Inc. (LSF), I hereby accept the Contract Extension as referenced above on the contract agreement between the City of Hallandale Beach and Limousines of South Florida, Inc.

Signature

Mark Levitt

Print Name

2/27/2020

Date

CC: Jeremy Earle, City of Hallandale Beach CRA Executive Director
Keven Klopp, City of Hallandale Beach Assistant City Manager
Vanessa Leroy, City of Hallandale Beach Development Services Director
Andrea Lues, City of Hallandale Beach Procurement Director
Noemy Sandoval, City of Hallandale Beach Grants Manager
Igor Colmenares, City of Hallandale Beach Transportation and Mobility Planner
Liam Devine, City of Hallandale Beach Transportation and Planning Intern



March 30, 2020

Mark Levitt, Vice President
Limousines of South Florida Inc. (LSF)
3300 SW 11th Avenue
Fort Lauderdale, FL 33315

**Re: Agreement between City of Hallandale Beach and Contractor for Minibus Services
Dated May 14th, 2014 (RFP #FY 2013-2014-002)**

Greg Chavarria
City Manager

JOY COOPER
Mayor

SABRINA JAVELLANA
Vice Mayor

MIKE BUTLER
Commissioner

MICHELE LAZAROW
Commissioner

ANABELLE LIMA-TAUB
Commissioner

400 S. Federal Highway
Hallandale Beach, FL 33009
Ph (954) 457-1300
Fax (954) 457-1454

To Mr. Levitt:

Pursuant to Article 1 of the referenced Contract Agreement (RFP No. 2013-2014-002) and the Hallandale Beach Resolution No. 2019-406, by which the City of Hallandale Beach City Commission approved to extend the term of the above referenced Contract Agreement on a month-to-month basis for a period to not exceed six (6) months at the same terms and conditions; your contract agreement was extended up to March 31, 2020. That letter agreement dated February 24, 2020 is attached hereto as Exhibit "A".

Given that the City of Hallandale Beach remains under a d Coronavirus Disease 2019 (COVID-19) declared state of emergency (effective as of March 9, 2020 and renewed on March 16, 2020 and March 24, 2020), I hereby exercise my emergency power pursuant to Sec. 23-8.- Exception to bid requirements (1) Emergency purchases, Code of Ordinances, City of Hallandale Beach, Florida, to procure an additional one (1) month extension at the same terms and conditions until April 30, 2020. Such extension(s) shall be submitted to the full Commission of the City of Hallandale Beach at its next regularly scheduled Commission meeting.

Should you have any questions, please contact Igor Colmenares, Transportation and Mobility Planner, at (954) 457 2224 or by email icolmenares@COHB.org.
Sincerely,

Greg Chavarria
City Manager
City of Hallandale Beach

On _____
behalf of Limousines of South Florida Inc. (LSF), I hereby accept the Contact Extension as referenced above on the contract agreement between the City of Hallandale Beach and Limousines of South Florida, Inc.

Signature

Print Name of Authorized Signatory

Title

Date

Cc:

Jeremy Earle, City of Hallandale Beach CRA Executive Director
Keven Klopp, City of Hallandale Beach Assistant City Manager

Vanessa Leroy, City of Hallandale Beach Development Services Director
Andrea Lues, City of Hallandale Beach Procurement Manager
Noemy Sandoval, City of Hallandale Beach Grants Manager
Igor Colmenares, City of Hallandale Beach Transportation and Mobility Planner
Liam Devine, City of Hallandale Beach Transportation and Planning Intern

AMENDMENT NO. 1 AND GENERAL RELEASE

THIS AMENDMENT NO. 1 TO THE **OPERATION AND MAINTENANCE OF MINIBUS ROUTES AGREEMENT** between Limousines of South Florida, Inc., a Florida corporation located at 3300 SW 11th Avenue, Fort Lauderdale FL, 33315 (the "Contractor") and the CITY OF HALLANDALE BEACH located at 400 S. Federal Highway, Hallandale Beach, Florida 33009 (the "City") (the "Agreement") is entered into effective as of May 1, 2020 ("Amendment No. 1").

RECITALS

WHEREAS, Contractor is presently providing Community Shuttle Services to the City; and

WHEREAS, City issued RFP FY 2018-2019-007 for Community Shuttle Services, which was awarded to the Contractor, pending negotiation of an agreement, in February 2020; and

WHEREAS, on March 9, 2020, the City declared a state of emergency due to the global pandemic of COVID-19; and

WHEREAS, the Parties agree that the global state of emergency resulting from COVID-19 has drastically affected all businesses and economies; and

WHEREAS, rapidly shifting dynamics have resulted in an inability for the parties to reach an agreement to proceed with the award of RFP FY 2018-2019-007 as solicited by the City and as proposed by the Contractor; and

WHEREAS, the City expects to reject all proposals to RFP FY 2018-2019-007 and to issue a new RFP in mid-2020; and

WHEREAS, in order to continue to provide shuttle bus service to the public without disruption while the City pursues a new procurement process, the Parties have agreed to extend the existing Agreement utilizing older shuttle buses on a reduced schedule and make other related revisions described below; and

WHEREAS, due to the current state of Emergency, the City is unable to pursue a procurement process for the immediate continuation of services and the City Manager is

authorized to waive procurement formalities to ensure the immediate continuation of this essential service; and

WHEREAS, the Contractor is able to dedicate for City routes the existing shuttle buses, but the maintenance cost due to age has increased the cost of the existing hourly rate for operations; and

WHEREAS, the City and the Contractor desire to enter a six (6) month extension of the Agreement on the terms below so as to continue to provide no-fare shuttle services to the public.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the foregoing recitals are incorporated herein by reference as a material part of this Agreement, and the Parties agree as follows:

1. The Contractor agrees to continue providing shuttle services in accordance with the reduced service routes as specified by the City for a term commencing on May 1, 2020 and expiring no later than October 31, 2020 (the "Term") at an hourly rate of \$51.94.
2. All routes must be run by buses equipped with active trackers registered to the specific route. Together with the one (1) mobile tracker currently utilized by the Contractor for the City (the rest being not easily transferable), the Contractor will utilize five (5) total trackers and agrees to replace all non-mobile trackers with city-supplied new mobile trackers within one business day of receipt. The City shall have the right, pursuant to this agreement and its TSO Mobile agreement, to request available data and reports directly from TSO Mobile for data relating to all shuttle services provided to the City.
3. The routes as referenced herein are specified in Exhibit A. The parties agree that the City may increase routes or resume full service, or further reduce routes in response to a State of Emergency, during the Term upon written notice to the Contractor.
4. All terms and conditions of the Agreement not expressly modified in this Amendment No. 1 shall remain in full force and effect. In the event of conflict

between this Amendment No. 1 and the Agreement, this Amendment No. 1 shall control.

5. **MUTUAL RELEASE.** For and in the valuable consideration which constitutes the execution and terms of this agreement, sufficiency of which is hereby acknowledged, the Contractor and the City, together with each party's officials, successors, assigns, agents, employees, representatives, attorneys, divisions and any and all persons acting by, through or in concert with either party (collectively, "Releasors") hereby unconditionally remise, release, acquit, satisfy and forever discharge, from any and all claims, rights, damages, costs, losses, suits, actions, causes of action, attorneys' fees, obligations, liabilities, promises, agreements, controversies, debts, expenses, accounts, bills, contracts, counterclaims, crossclaims, and demands of any nature whatsoever, in law or in equity, whether in contract or tort or otherwise, and whether federal or state claims which Releasors ever had, or now have or which any personal representative, successor, heir or assign of Releasors can, shall or may have in connection to all claims arising under, or **relating to the procurement process, solicitation, proposals or any other aspect of RFP FY 2018-2019-007**, known or unknown, against any Releasor, including, but not limited to, any and all claims which were raised or could have been raised in any lawsuit between the parties; provided, however, Releasors do not release claims that may arise from the failure to comply with the terms and conditions set forth in this Amendment No. 1. Execution of this Release does not constitute an admission of fault, guilt or liability by any party hereto.

[Signatures appear on following pages]


IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment No. 1 to the Agreement on the respective dates under each signature: CITY OF HALLANDALE BEACH signing by and through its City Manager, duly authorized to execute same pursuant to Sec. 23-8, Code of Ordinances, AND LIMOUSINES OF SOUTH FLORIDA, INC., signing by and through its Vice President, duly authorized to execute same.

ATTEST:



CITY CLERK

CITY OF HALLANDALE BEACH

By 
Jeremy Earle (Aug 27, 2020 16:00 EDT)

CITY MANAGER

27 DAY OF AUGUST, 2020.

Approved as to legal sufficiency and form by

CITY ATTORNEY



Jennifer Merino, CITY ATTORNEY

CONTRACTOR MUST EXECUTE THIS CONTRACT AS INDICATED BELOW. USE CORPORATION OR NONCORPORATION FORMAT, AS APPLICABLE.

If the Company President does not sign the Contract, there must be a Secretary's Certificate Form provided to the CITY of Hallandale Beach, Florida indicating designee signing, has the authority to sign.

(If incorporated sign below).

CONTRACTOR

ATTEST:

(Secretary)

(Corporate Seal)

16 Day of July, 2020.
(If not incorporated sign below).

WITNESSES:

Mayra Luzbet
(PRINT NAME)

[Signature]
(PRINT NAME)

(Name of Corporation)

(Signature and Title)

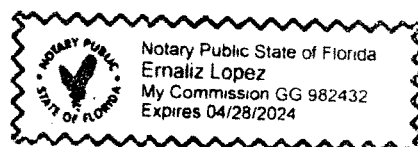
(Type Name and Title Signed Above)

CONTRACTOR

(PRESIDENT OR VICE-PRESIDENT)

(TYPE NAME AND SIGNED ABOVE)

NOTARY SEAL



REVISED JUNE 12, 2020

Exhibit A

Reduced Schedule for Routes 1,2,3, and 4

Red Route 1

HALLANDALE CITY HALL & LIBRARY	THE BIG EASY CASINO	YOUNG CIRCLE	NE 14TH AVE & ATLANTIC SHORES BLVD	GOLDEN ISLES / PUBLIX SE 14TH AVE	OCEAN DR & COUNTY LINE RD	NORTH BEACH FIRE STATION	WALMART HALLANDALE BEACH BLVD	DIPOMAT PKWY / HALLANDALE BEACH BLVD	FAIRWAYS RIVIERA	DIPOMAT MALL	HALLANDALE CITY HALL & LIBRARY
1	2	3	4	5	6	7	8	9	10	11	1
7:45 AM	7:58 AM	8:08 AM	8:14 AM	8:22 AM	8:32 AM	8:38 AM	8:43 AM	8:48 AM	8:54 AM	9:00 AM	9:10 AM
8:30 AM	8:43 AM	8:53 AM	8:59 AM	9:07 AM	9:17 AM	9:23 AM	9:28 AM	9:33 AM	9:39 AM	9:45 AM	9:55 AM
9:15 AM	9:28 AM	9:38 AM	9:44 AM	9:52 AM	10:02 AM	10:08 AM	10:13 AM	10:18 AM	10:24 AM	10:30 AM	10:40 AM
10:00 AM	10:13 AM	10:23 AM	10:29 AM	10:37 AM	10:47 AM	10:53 AM	10:58 AM	11:03 AM	11:09 AM	11:15 AM	11:25 AM
10:45 AM	10:58 AM	11:08 AM	11:14 AM	11:22 AM	11:32 AM	11:38 AM	11:43 AM	11:48 AM	11:54 AM	12:00 PM	12:10 PM
11:30 AM	11:43 AM	11:53 AM	11:59 AM	12:07 PM	12:17 PM	12:23 PM	12:28 PM	12:33 PM	12:39 PM	12:45 PM	12:55 PM
12:15 PM	12:28 PM	12:38 PM	12:44 PM	12:52 PM	1:02 PM	1:08 PM	1:13 PM	1:18 PM	1:24 PM	1:30 PM	1:40 PM
1:00 PM	1:13 PM	1:23 PM	1:29 PM	1:37 PM	1:47 PM	1:53 PM	1:58 PM	2:03 PM	2:09 PM	2:15 PM	2:25 PM
1:45 PM	1:58 PM	2:08 PM	2:14 PM	2:22 PM	2:32 PM	2:38 PM	2:43 PM	2:48 PM	2:54 PM	3:00 PM	3:10 PM
2:30 PM	2:43 PM	2:53 PM	2:59 PM	3:07 PM	3:17 PM	3:23 PM	3:28 PM	3:33 PM	3:39 PM	3:45 PM	3:55 PM
3:15 PM	3:28 PM	3:38 PM	3:44 PM	3:52 PM	4:02 PM	4:08 PM	4:13 PM	4:18 PM	4:24 PM	4:30 PM	4:40 PM
4:00 PM	4:13 PM	4:23 PM	4:29 PM	4:37 PM	4:47 PM	4:53 PM	4:58 PM	5:03 PM	5:09 PM	5:15 PM	5:25 PM

Blue Route 2

PUBLIX SE 14TH AVE RK PLAZA	GOLDEN ISLES DR LAKE POINT TOWER	WALMART HALLANDALE BEACH BLVD	THREE ISLANDS BLVD & PARKVIEW DR	DIPOMAT MALL WINN-DIXIE	NE 14TH AVE ATLANTIC SHORES BLVD	THE BIG EASY CASINO	HALLANDALE CITY HALL & LIBRARY	AVENTURA HOSPITAL	PUBLIX SE 14TH AVE RK PLAZA
1	2	3	4	5	6	7	8	9	1
8:04 AM	8:09 AM	8:16 AM	8:22 AM	8:31 AM	8:39 AM	8:43 AM	8:51 AM	8:57 AM	9:07 AM
9:08 AM	9:13 AM	9:20 AM	9:26 AM	9:35 AM	9:43 AM	9:47 AM	9:55 AM	10:01 AM	10:11 AM
10:12 AM	10:17 AM	10:24 AM	10:30 AM	10:39 AM	10:47 AM	10:51 AM	10:59 AM	11:05 AM	11:15 AM
11:16 AM	11:21 AM	11:28 AM	11:34 AM	11:43 AM	11:51 AM	11:55 AM	12:03 PM	12:09 PM	12:19 PM
12:20 PM	12:25 PM	12:32 PM	12:38 PM	12:47 PM	12:55 PM	12:59 PM	1:07 PM	1:13 PM	1:23 PM
1:24 PM	1:29 PM	1:36 PM	1:42 PM	1:51 PM	1:59 PM	2:03 PM	2:11 PM	2:17 PM	2:27 PM
2:28 PM	2:33 PM	2:40 PM	2:46 PM	2:55 PM	3:03 PM	3:07 PM	3:15 PM	3:21 PM	3:31 PM
3:32 PM	3:37 PM	3:44 PM	3:50 PM	3:59 PM	4:07 PM	4:11 PM	4:19 PM	4:25 PM	4:35 PM

Green Route 3

HALLANDALE CITY HALL & LIBRARY	FASHION ROW NW 1ST AVE	NW 8TH AVE / HEPBURN CENTER	HOLLYWOOD STATION TRI- RAIL - 95 EXPRESS	BROWARD SOUTH COMMUNITY HEALTH SERVICES - HOLLYWOOD	LAKE SIDE SHOPES - IHOP	WINN-DIXIE / HALLANDALE BEACH BLVD & SW 10TH TERR	GULFSTREAM ACADEMY OF HALLANDALE BEACH K-8	SW 10TH TERR & HALLANDALE BEACH	HALLANDALE CITY HALL & LIBRARY
1	2	3	4	5	6	7	8	9	1
8:05 AM	8:12 AM	8:18 AM	8:28 AM	8:35 AM	8:41 AM	8:46 AM	8:50 AM	8:57 AM	9:07 AM
9:10 AM	9:17 AM	9:23 AM	9:33 AM	9:40 AM	9:46 AM	9:51 AM	9:55 AM	10:02 AM	10:12 AM
10:15 AM	10:22 AM	10:28 AM	10:38 AM	10:45 AM	10:51 AM	10:56 AM	11:00 AM	11:07 AM	11:17 AM
11:20 AM	11:27 AM	11:33 AM	11:43 AM	11:50 AM	11:56 AM	12:01 PM	12:05 PM	12:12 PM	12:22 PM
12:25 PM	12:32 PM	12:38 PM	12:48 PM	12:55 PM	1:01 PM	1:06 PM	1:10 PM	1:17 PM	1:27 PM
1:30 PM	1:37 PM	1:43 PM	1:53 PM	2:00 PM	2:06 PM	2:11 PM	2:15 PM	2:22 PM	2:32 PM
2:35 PM	2:42 PM	2:48 PM	2:58 PM	3:05 PM	3:11 PM	3:16 PM	3:20 PM	3:27 PM	3:37 PM
3:40 PM	3:47 PM	3:53 PM	4:03 PM	4:10 PM	4:16 PM	4:21 PM	4:25 PM	4:32 PM	4:42 PM

Orange Route 4

NE 10TH ST AND NW 8TH AVE HEPBURN CENTER	NW 8TH AVE FOSTER RD	FASHION ROW NE 1 AVE	GOLDEN ISLES / PUBLIX SE 14TH AVE	DIPOMAT MALL	HALLANDALE CITY HALL & LIBRARY	SW 10TH TERR / SW 10TH STREET HALLANDALE BEACH	GULFSTREAM ACADEMY OF HALLANDALE BEACH K- 8	WINN-DIXIE HALLANDALE BEACH BLVD & SW 10TH TERR	LAKE SIDE SHOPS IHOPS	NE 10TH ST AND NW 8TH AVE HEPBURN CENTER
1	2	3	4	5	6	7	8	9	10	1
8:00 AM	8:03 AM	8:07 AM	8:15 AM	8:19 AM	8:28 AM	8:38 AM	8:41 AM	8:45 AM	8:48 AM	8:57 AM
9:00 AM	9:03 AM	9:07 AM	9:15 AM	9:19 AM	9:28 AM	9:38 AM	9:41 AM	9:45 AM	9:48 AM	9:57 AM
10:00 AM	10:03 AM	10:07 AM	10:15 AM	10:19 AM	10:28 AM	10:38 AM	10:41 AM	10:45 AM	10:48 AM	10:57 AM
11:00 AM	11:03 AM	11:07 AM	11:15 AM	11:19 AM	11:28 AM	11:38 AM	11:41 AM	11:45 AM	11:48 AM	11:57 AM
12:00 PM	12:03 PM	12:07 PM	12:15 PM	12:19 PM	12:28 PM	12:38 PM	12:41 PM	12:45 PM	12:48 PM	12:57 PM
1:00 PM	1:03 PM	1:07 PM	1:15 PM	1:19 PM	1:28 PM	1:38 PM	1:41 PM	1:45 PM	1:48 PM	1:57 PM
2:00 PM	2:03 PM	2:07 PM	2:15 PM	2:19 PM	2:28 PM	2:38 PM	2:41 PM	2:45 PM	2:48 PM	2:57 PM
3:00 PM	3:03 PM	3:07 PM	3:15 PM	3:19 PM	3:28 PM	3:38 PM	3:41 PM	3:45 PM	3:48 PM	3:57 PM
4:00 PM	4:03 PM	4:07 PM	4:15 PM	4:19 PM	4:28 PM	4:38 PM	4:41 PM	4:45 PM	4:48 PM	4:57 PM









Partially Signed LSF Contract Agreement Extension June 12. 2020

Final Audit Report

2020-08-27

Created:	2020-08-27
By:	Jenorgen Guillen (jguillen@cohb.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAAnJyNkon9pzH-cagGbBEJl3UpGL4-gU-W

"Partially Signed LSF Contract Agreement Extension June 12. 2020" History

-  Document created by Jenorgen Guillen (jguillen@cohb.org)
2020-08-27 - 7:51:23 PM GMT- IP address: 174.228.9.143
-  Document emailed to Jeremy Earle (jearle@cohb.org) for signature
2020-08-27 - 7:52:39 PM GMT
-  Email viewed by Jeremy Earle (jearle@cohb.org)
2020-08-27 - 7:59:47 PM GMT- IP address: 73.49.54.60
-  Document e-signed by Jeremy Earle (jearle@cohb.org)
Signature Date: 2020-08-27 - 8:00:10 PM GMT - Time Source: server- IP address: 73.49.54.60
-  Document emailed to Jenorgen Guillen (jguillen@cohb.org) for signature
2020-08-27 - 8:00:11 PM GMT
-  Email viewed by Jenorgen Guillen (jguillen@cohb.org)
2020-08-27 - 8:03:05 PM GMT- IP address: 174.228.9.143
-  Document e-signed by Jenorgen Guillen (jguillen@cohb.org)
Signature Date: 2020-08-27 - 8:03:51 PM GMT - Time Source: server- IP address: 174.228.9.143
-  Signed document emailed to Jenorgen Guillen (jguillen@cohb.org) and Jeremy Earle (jearle@cohb.org)
2020-08-27 - 8:03:51 PM GMT

AMENDMENT NO. 2

THIS AMENDMENT NO. 2 TO THE **OPERATION AND MAINTENANCE OF MINIBUS ROUTES AGREEMENT** between Limousines of South Florida, Inc., a Florida corporation located at 3300 SW 11th Avenue, Fort Lauderdale FL, 33315 (the "Contractor") and the CITY OF HALLANDALE BEACH located at 400 S. Federal Highway, Hallandale Beach, Florida 33009 (the "City") (the "Agreement") is entered into effective as of November 1, 2020 ("Amendment No. 2").

RECITALS

WHEREAS, on May 21, 2014, the City and LSF entered into an Operation and Maintenance of Minibus Routes Agreement to provide no-fare shuttle services to the public; and

WHEREAS, on March 9, 2020, the City declared a state of emergency due to the global pandemic of COVID-19; and

WHEREAS, in order to continue to provide shuttle bus service to the public without disruption pending delivery by the County of propane fuel buses, the Parties extended the existing Agreement for six (6) months effective May 1, 2020 at a slightly higher rate that takes into account additional maintenance for the aging fleet that will be replaced by County propane fuel buses (Amendment No. 1); and

WHEREAS, the County has recently advised that its propane fuel bus fleet delivery will be delayed until the end of January or February, 2021, and requires an additional month of testing after delivery before the propane fleet will be in service;

WHEREAS, based on the above pandemic-related delays, the City and the Contractor desire to enter into an additional six (6) month extension of the Agreement on the terms set forth in the Agreement, as modified by Amendment No. 1, so as to continue to provide no-fare shuttle services to the public for an additional period from November 1, 2020 through April 30, 2021.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the foregoing recitals are incorporated herein by reference as a material part of this Agreement, and the Parties agree as follows:

1. The Contractor agrees to continue providing shuttle services for an extended six (6) month term commencing on November 1, 2020 and expiring no later than April 30, 2021 (the "Extended Term") at the rate established in Amendment No. 1.
2. The City may continue operations with a reduced schedule until the emergency due to COVID-19 ends, or may continue with the original schedule.
3. All terms and conditions of the Agreement, as amended by Amendment No. 1, not expressly modified in this Amendment No. 2 shall remain in full force and effect.
4. This Amendment No 2 shall be governed by and construed in accordance with the terms and conditions of the Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment No. 2 to the Agreement, as amended, on the respective dates under each signature: CITY OF HALLANDALE BEACH signing by and through its Interim City Manager, duly authorized to execute same pursuant to Sec. 23-8, Code of Ordinances as authorized by the City of Hallandale Beach City Commission on December 2, 2020, AND LIMOUSINES OF SOUTH FLORIDA, INC., signing by and through its Vice President, duly authorized to execute same.

ATTEST:



CITY CLERK

CITY OF HALLANDALE BEACH

By 

INTERIM CITY MANAGER

1 DAY OF MARCH, 2020.

Approved as to legal sufficiency and form by

CITY ATTORNEY



Jennifer Merino, CITY ATTORNEY

CONTRACTOR MUST EXECUTE THIS CONTRACT AS INDICATED BELOW. USE CORPORATION OR NONCORPORATION FORMAT, AS APPLICABLE.

If the Company President does not sign the Contract, there must be a Secretary's Certificate Form provided to the CITY of Hallandale Beach, Florida indicating designee signing, has the authority to sign.

(If incorporated sign below).

CONTRACTOR

ATTEST:

[Signature]
(Secretary)

(Corporate Seal)

26 Day of December, 2020.

(If not incorporated sign below).

Limosines of South Florida, Inc

(Name of Corporation)

By [Signature] Vice President
(Signature and Title)

Mark Levitt, Vice President

(Type Name and Title Signed Above)

CONTRACTOR

WITNESSES:

[Signature]

(PRINT NAME)

Mayra Lozbet

(PRINT NAME)

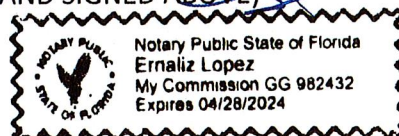
[Signature] Vice Pres.

(PRESIDENT OR VICE-PRESIDENT)

Mark Levitt, Vice Pres.

(TYPE NAME AND SIGNED ABOVE)

NOTARY SEAL



AMENDMENT NO. 3

THIS AMENDMENT NO. 3 TO THE **OPERATION AND MAINTENANCE OF MINIBUS ROUTES AGREEMENT** between Limousines of South Florida, Inc., a Florida corporation located at 3300 SW 11th Avenue, Fort Lauderdale FL, 33315 (the "Contractor") and the CITY OF HALLANDALE BEACH located at 400 S. Federal Highway, Hallandale Beach, Florida 33009 (the "City") (the "Agreement") is entered into effective as of May 1, 2021 ("Amendment No. 3").

RECITALS

WHEREAS, on May 21, 2014, the City and the Contractor entered into an Operation and Maintenance of Minibus Routes Agreement to provide no-fare shuttle services to the public, which was extended in 2019; and

WHEREAS, on August 27, 2020, the parties amended the Agreement to provide for an additional extension of time until October 20, 2020, as well as an increased rate to pay for maintenance of the fleet ("Amendment No. 1"); and

WHEREAS, on March 1, 2021, the parties amended the Agreement to provide for an additional extension of time until April 30, 2021 ("Amendment No. 2"); and

WHEREAS, the County has recently indicated that it cannot guarantee when the newly manufactured fleet will arrive, and in order to continue providing fare-free Community Shuttle services to the public without disruption the parties agree to enter into this Amendment No. 3 of the Agreement to provide 1) for an extension of time effective May 1, 2021 and terminating upon the earlier of (a) October 31, 2021 or (b) ten (10) business days after the City delivers notice to LSF that the newly manufactured County leased fleet has been delivered to the City, the County driver training program is complete, and all associated administrative processes are completed 2) in exchange for an increase in the hourly rate paid by the City of one dollar (\$1) during the term of this Amendment No. 3 in order to pay for increased maintenance on the fleet.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the foregoing recitals are incorporated herein by reference as a material part of this Agreement, and the Parties agree as follows:

1. The Contractor agrees to continue providing shuttle services for an extended six (6) month term at the rate established in Amendment No. 1 commencing on May 1, 2021 and terminating upon the earlier of (a) October 31, 2021 or (b) ten (10) business days after the City delivers notice to the Contractor that the newly manufactured County leased fleet has been delivered to the City, the County driver training program is complete, and all associated administrative processes are completed in exchange for an hourly rate of fifty-two dollars and ninety four cents (\$52.94) during the term of this Amendment No. 3 in order to pay for increased maintenance on the fleet.
2. All terms and conditions of the Agreement, as amended by Amendment No. 1 and by Amendment No. 2, which are not expressly modified in this Amendment No. 3, shall remain in full force and effect.
3. This Amendment No. 3 shall be governed by and construed in accordance with the terms and conditions of the Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment No. 3 to the Agreement, as amended, on the respective dates under each signature: CITY OF HALLANDALE BEACH signing by and through its City Manager, duly authorized to execute same pursuant to Sec. 23-8, Code of Ordinances as authorized by the City of Hallandale Beach City Commission on May 5, 2021, AND LIMOUSINES OF SOUTH FLORIDA, INC., signing by and through its Vice President duly authorized to execute same.

ATTEST:

CITY CLERK

Approved as to legal sufficiency and form by

CITY ATTORNEY

Jennifer Merino, CITY ATTORNEY

CITY OF HALLANDALE BEACH

By

Jeremy Earle (May 17, 2021 18:12 EDT)

CITY MANAGER

DAY OF May 17, 2021, 2021.

CONTRACTOR MUST EXECUTE THIS CONTRACT AS INDICATED BELOW. USE CORPORATION OR NONCORPORATION FORMAT, AS APPLICABLE.

If the Company President does not sign the Contract, there must be a Secretary's Certificate Form provided to the CITY of Hallandale Beach, Florida indicating designee signing, has the authority to sign.

(If incorporated sign below).

CONTRACTOR

ATTEST:

(Name of Corporation)

Lanousine of South Florida, Inc

By [Signature], Vice President

(Signature and Title)

(Secretary)

(Corporate Seal)

Mark Leuth, Vice President

(Type Name and Title Signed Above)

10th Day of May, 2021.

(If not incorporated sign below).

CONTRACTOR

WITNESSES:

[Signature]

(PRINT NAME)

Mayra Luzbet

(PRINT NAME)

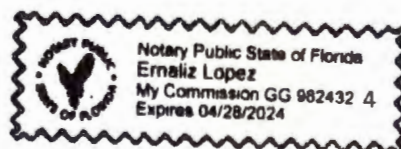
[Signature] Vice President

(PRESIDENT OR VICE-PRESIDENT)

Mark Leuth, Vice President

(TYPE NAME AND SIGNED ABOVE)

NOTARY SEAL



[Signature]