



ADDENDUM #8

RFP #FY 2018-2019-007 COMMUNITY SHUTTLE 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.

Firm must provide this form signed by an authorized officer of your Firm to acknowledge receipt of ADDENDUM #8 and provide with your Firm's response.

PLEASE NOTE: RFP DOCUMENT – REVISED AS OF 7/2/2019



REVISED AS OF 7/2/2019
REQUEST FOR PROPOSALS
(RFP) # FY 2018-2019-007

COMMUNITY SHUTTLE SERVICES

<u>RFP DOCUMENT RELEASED</u>	<u>MAY 21, 2019</u>
<u>MANDATORY PRE-PROPOSAL CONFERENCE</u>	<u>JUNE 5, 2019 @ 11:00 A.M.</u>
<u>QUESTIONS DUE</u>	<u>JULY 5, 2019 @ 11:00 A.M.</u>
<u>RFP DEADLINE FOR RECEIPT OF PROPOSALS</u>	<u>JULY 25, 2019 @ 11:00 A.M.</u>
<u>PUBLIC OPENING</u>	<u>JULY 25, 2019 @ 11:10 A.M.</u> <u>CITY COMMISSION CHAMBERS</u>
<u>SUBMIT TO:</u>	<u>CITY OF HALLANDALE BEACH</u> <u>OFFICE OF THE CITY CLERK – SUITE 204</u> <u>400 SOUTH FEDERAL HIGHWAY</u> <u>HALLANDALE BEACH, FL 33009</u>

PREPARED BY:
CITY OF HALLANDALE BEACH
DEVELOPMENT SERVICES DEPARTMENT
AND
PROCUREMENT DEPARTMENT

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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.

The City of Hallandale Beach is seeking a qualified shuttle service provider to operate and/or maintain various shuttle routes in the City of Hallandale Beach Florida and surrounding areas.

This RFP is composed of the following items which all Firm's must review prior to submittal of Firm's response.

Be advised that Exhibit E – City and Broward County Interlocal Agreement is due to expire as of September 30, 2019. A new Interlocal Agreement (ILA) between the City and Broward County is being processed and should the new agreement be received from Broward County prior to the submittal due date, the ILA will be released as an addendum to this RFP. Once available the new ILA will be incorporated into the agreement with the awarded Firm.

- RFP Document
- Exhibit A – COHB Community Shuttle Service Route 1 Red
- Exhibit B – COHB Community Shuttle Service Route 2 Blue
- Exhibit C – COHB Community Shuttle Service Route 3 Green
- Exhibit D – COHB Community Shuttle Service Route 4 Orange
- Exhibit E –Interlocal Agreement Between Broward County and City of Hallandale Beach for Community Bus Service Financial Assistance Only
- Exhibit F – Chapter 14-90 Equipment and Operational Safety Standards for Bus Transit Systems

Any revisions 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 the Community Redevelopment Agency (CRA). The CRA and the City have processed a Memorandum of Understanding (MOU) for such funds to be provided to the City.

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 E – Interlocal Agreement between Broward County and City of Hallandale Beach for Community Bus Service Financial Assistance Only.

The City reserves the right to make minor adjustments to the routes such as service hours, frequency of service, days of operation, and service areas, in an effort to enhance the level of service. A minimum of two (2) weeks' notice will be provided to the Contractor, in the event minor adjustments are expected/required.

The City of Hallandale Beach oversees four (4) bus routes, with five (5) buses in service of those routes. 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 are 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.

Site Visit

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 storage facilities, the proposed maintenance facilities and the proposed vehicle options.
3. This site visit will be held on the following days Friday, July 26, 2019, Monday, July 29, 2019 and Tuesday, July 30, 2019. City staff will arrive between the hours of 12:00p.m. and 5:00p.m each day. for the site visit. Proposing Firm must plan to receive City staff on the dates provided at any time between 12:00p.m. and 5:00p.m each day.
4. Proposing Firm must acknowledge acceptance of this scheduled site visit by checking the box below:

Yes

☐

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 Firm:	
Date Signed by President of Firm:	

Revenue Service Hours:

Revenue service hours are defined as the time a shuttle bus is operating on a scheduled route. It is currently set at twelve (12) hours per day from 7:00am to 7:00pm.

All routes are designed to end within the twelve (12) hour period. Billable time(s) does not include service delays. Any changes to this policy will be determined by the City with the awarded Contractor.

COHB Community Shuttle Service Route 1:

See Exhibit A – COHB 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 7:00 pm, roundtrip starting from The Hallandale Beach Wal-Mart. Each shuttle follows the same route. The route has a total of eleven (11) time points (TP). The TP along this route are: Hallandale Beach Wal-Mart, Diplomat Parkway, Fairways Riviera, Diplomat Mall, City Hall & Library, Mardi Gras Casino, Young Circle, NE 14 Street and Atlantic Shores, Publix (NE 14 Street and Hallandale Boulevard), Ocean Drive County line, North Beach Fire Station. Connections are available with BCT routes 1, 4, 7, 9, 28, MDTE, 1 Breeze.

The COHB Community Shuttle Service Route 1 operates two (2) shuttles on a 90-minute route with 45-minute headway that totals 12.1 miles. There are 16 trips with two (2) to five (5) minutes layover built into each trip.

COHB Community Shuttle Service Route 2:

See Exhibit B – COHB Community Shuttle Service Route 2.

Route 2 operates Monday through Saturday from 7:00 am to 7:00 pm, roundtrip starting from Publix (NE 14 Street and Hallandale Boulevard). The route has total of nine (9) time points (TP). The TP along this route are: Publix (NE 14 Street and Hallandale Boulevard), Golden Isles and Hallandale Beach Blvd, Hallandale Beach-Wal-Mart, Three Island Parkview, Diplomat Mall, NE 14 Street and Atlantic Shores Blvd, Mardi Gras Casino, City Hall & Library, and Aventura Hospital. Connections are available to BCT routes 1, 4, 28, MDTE, 1 Breeze.

The COHB Community Shuttle Service Route 2 operates on sixty-four (64) to sixty-six (66) minutes headway that totals 12.1 miles. There are eleven (11) daily trips with one (1) to two (2) minutes layover built into each trip.

COHB Community Shuttle Service Route 3:

See Exhibit C – COHB Community Shuttle Service Route 3.

Route 3 operates Monday through Saturday from 7:00 am to 7:00 pm, roundtrip starting from City Hall and Library. The route has total nine (9) time points (TP). The TP along this route are: City Hall and Library, Fashion Row NW 1 Ave Hallandale, Hepburn Center NW 8 Ave Hallandale, Hollywood Station Tri-Rail, Broward South Regional Center, Lakeside Shops (IHOP), Winn-Dixie West Hallandale Beach Boulevard, Gulfstream Academy, 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 COHB Community Shuttle Service Route 3 operates on sixty-five (65) minute headway that total 11.2 miles. There are eleven (11) daily trips with one (1) to two (2) minutes layover built into each trip, with the exception of the last trip (6:00 - 7:00 pm) with an eight (8)-minute layover.

COHB Community Shuttle Service Route 4:

See Exhibit D – COHB Community Shuttle Service Route 4.

Route 4 operates Monday through Sunday from 7:00 am to 7:00 pm, roundtrip starting from NW10th Street/NW 10th Avenue. The route has total ten (10) time points (TP). The TP along this route are: NW 10th Street/NW 10th Avenue, Hepburn Center, Fashion Row, Publix/Golden Isles, Diplomat Mall, City Hall/Library, SW 10th Terrace/SW 10th Street, Gulfstream Academy, Winn-Dixie West Hallandale Beach Boulevard, Lakeside Shops (IHOP) 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 COHB Community Shuttle Service Route 4 operates on fifty-seven (57) minutes headway that totals 9.5 miles. There are twelve (12) daily trips with one (1) to three (3) minutes layover built into each trip.

Pre-Service Requirements:

The City will require on-site pre-service inspections of all 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 extensions.

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 shuttle buses and technology to be used for this service.

Service Requirements:

Service includes the operation and maintenance for each shuttle bus route. Contractor must agree to provide the service for the current and any future bus routes. Contractor acknowledges that the routes shall be subject to modification by the City of Hallandale Beach, at any time during the term, in response to the needs of the community. 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.

1. Fare

- a. Contractor must operate the shuttle bus service as a free fare public transportation service. Implementation of fares and subsequent increases will be solely be at the City's discretion.
- b. Contractor will not be allowed to pursue shuttle bus advertising inside or outside the shuttle, unless otherwise specified by the City.

2. Service Provision

- a. Contractor will be required to perform all services. Contractor will be expected to perform all required mechanical maintenance on vehicles, including fuel and interior/exterior cleanings.
- b. Contractor must ensure any driver hired must meet the qualifications and requirements imposed by the City, the County, the State and Federal per Florida Statute Section 14.90 Equipment and Operational Safety Standards for Bus Transit System see Exhibit F.
- c. Contractor may recommend methods of decreasing headway, increasing route, increasing ridership, connecting to public facilities, or any other methods of improving service.
- d. If a vehicle is disabled while servicing the routes, the Contractor must have the capability and will be required to provide backup/spare vehicles, within a half-hour of the time of breakdown. This requirement is expected for all cost proposals.
- e. Contractor must have the capability and will be required to track the vehicles with a global positioning system (GPS) or similar technology. Contractor will be responsible for cost incurred with satisfying this requirement.

- f. Contractor must have a mechanism and will be required to clearly announce each bus stops (timepoints) for each route. Contractor will be responsible for cost incurred with satisfying this requirement.
- g. 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. Contractor will be responsible for cost incurred with satisfying this requirement.
- h. Contractor must have the capability to provide passengers with the opportunity to track buses in real time using mobile applications and public webpage, on-board cameras, and on-board free public Wi-Fi access. The Contract must also provide the City with the capability to utilize the same real time tracking application in the City's digital signage program.

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 Bus Program see Exhibit E – Interlocal Agreement between Broward County and City of Hallandale Beach for Community Bus Service Financial Assistance Only.
- b. Vehicle(s) must be no older than two (2) years or have more than 105,000 miles and be in like new condition at the start of the contract. This includes all replacement and new service vehicles. Vendors must submit a list of all fleet vehicles being proposed for award of this contract and include vehicle's year, make, model, mileage, and vin #. This information must be kept up-to-date throughout the contract and submitted as a preservice requirement each year.
- c. All vehicles must be equipped with an electronic system to count riders per stop and will be required to provide daily ridership information for each route. Contractor will be responsible for cost incurred with satisfying this requirement.
- d. Vehicles must be wrapped with a design provided by the City.
- e. Proposer's are encouraged to meet Broward County's vehicle standards for clean fuel propane buses or use a greener technology such as hybrid and electric power.
- f. Any loaner/spare vehicle must use the same wrapped design as provided by the City or clearly identify the City's name and the route number on all sides of the shuttle, making this information visible to riders as the shuttle approaches the stop. Vehicle

must be equipped with an area to post informational flyers, brochures and shuttle schedules.

- g. Loaner/spare vehicles must be equipped with and will be required to have the same technology packages as the original vehicles assigned to the route when in service.
- h. A minimum of five (5) buses and one (1) dedicated spare bus must be included in the proposal. The contractor may propose more than the minimum number of spare vehicles needed to fully operate the service for up to five (5) years. Any dedicated spare bus must use the same wrapped design as provided by the City. Loaner/spare vehicles shall be no older than 5 years old, with no more than 350,000 miles, and no fueling requirements, however they must be of the same character and quality as the original vehicles assigned to the route and approved by the City's Project Manager prior to use. A loaner/spare vehicle(s) shall not exceed ten (10) days per calendar month on any route without prior authorization from City's Project Manager.

4. Additional Services

Contractor must be available for any additional services outside of the scheduled Community Shuttle Service, including but not limited to, special events needed to promote the City and 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 Service. The vendor may not be entitled to any compensation for the use of any Vehicle(s) that is utilized by another City. Fares shall not be collected from passengers during Emergency Transportation Service.

6. Frequency of Service

- a. Proposed passengers should have waiting intervals of no more than sixty-five (65) minutes during hours of operation. This is subject to change at the City's discretion.
- b. Service will be provided at a minimum level of six (6) days per week for COHB Community Shuttle Services Routes 1, 2 and 3; and 7 days for COHB Community Shuttle Service Route 4; with a minimum of 120 hours for COHB Community Shuttle Services Routes 1, 2 and 3; and 144 hours for COHB Community Shuttle Services Route 4.

7. Vehicle Replacement Plan

- a. Contractor should provide a comprehensive vehicle replacement schedule that is equal to or superior to the standards set by the Broward County Community Shuttle Bus Program. If vendor proposes new vehicles with a replacement schedule longer than the contract term and no replacement is needed, this must be stated in the vehicle replacement plan. The vehicle replacement plan should address loss of vehicles due to crashes, theft, damages, mechanical failures, and all other circumstances in which a vehicle would need to be replaced.

8. Maintenance Plan

- a. Contractor should provide a comprehensive vehicle maintenance plan.

9. Drivers

- a. Drivers are required to attend and successfully complete Broward County's training program for drivers in Broward County's Community Bus Program or an approved equivalent type of program. A Project Manager must be assigned and oversee the complete operation of the public transportation service and who will serve as the day-to-day liaison with the City.
- b. Vehicle chauffeurs employed by the Contractor during the term of the Agreement must be properly licensed operators. The vehicle chauffeurs 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.

10. County Program

- a. Contractor must operate the service subject to Broward County Transit's Community Shuttle Bus 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 with 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.

11. Americans with Disabilities Act (ADA) Compliance

- a. Contractor and all vehicles are always 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. Penalty and Liquidated Damages

The awarded agreement will contain penalty and liquidated damages that will be negotiated with the awarded Contractor.

13. Vehicles to be provided by the City

- a. If the City provides vehicles, they will be new and include all manufacturer warranties.
- b. The types of vehicles the City will provide are as follows:
 - i. Champion Bus Inc. – Ford F550 Defender
 - ii. HomeTown Trolley – The Villager
 - iii. Eldorado – Aerotech
 - iv. GreenPower Bus – EV 250
 - v. GreenPower Van - EV Star Transit Plus
- c. The contractor must be capable of providing storage facilities for City owned vehicles if required.

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

1. The City requires proposers to provide in their proposal a response for all three (3) Total Cost Proposals Options proposal.
2. The City will consider all Total Cost Proposal Options to determine which option best serves the City's needs and will award the contract based on the City's best interest.
3. The City is requesting that the Contractor provide in their response a willingness to maintain the Total Cost Proposal Options pricing available for future negotiations. Should the City require during the term of the five (5) year agreement to utilize either of these options that were not awarded, the City and the awarded Contractor will determine an agreement for amortizing vehicles should the City choose to go from Options 1 or 3 to Option 2 at any point throughout the contract.
 - a. Option 1 – Firm to operate and manage the Community Shuttle Service Program for each of the specified routes and the **Firm** will supply the shuttle buses. **City** to supply added technology packaging including mobile app tracking, on-board cameras, and on-board free public Wi-Fi access or a portion thereof to be specified in proposal.
 - b. Option 2 – Firm to operate and manage the Community Shuttle Service Program for each of the specified routes and the **City** will supply the shuttle buses. The **City** to supply added technology packaging including mobile app tracking, on-board cameras, and on-board free public Wi-Fi access.
 - c. Option 3 – Firm will operate and manage the Community Shuttle Service Program for each of the specified routes and the **Firm** will supply the shuttle buses. The **Firm** will supply all added technology packaging including mobile app tracking, on-board cameras, and on-board free public Wi-Fi access.

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

BROWARD COUNTY REQUIREMENTS:

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.

Diversity Achievement

Minority Business Enterprise (MBE). This is not a requirement for this project.

Public Opening

All proposal responses will be publicly opened in the City Commission Chambers and Firm's name(s) read aloud on the submittal due date and time. The selection of the successful respondent(s) will be at the discretion of the City and will be made in a prompt manner after the receipt and evaluation of all RFP responses. The City reserves the right to reject any and all submissions, to waive any and all irregularities in any submission, and to make award of contract in the best interest of the City.

Intended Award

The City intends to award a Contract to the responsive and responsible Firm with the highest cumulative total points for the evaluation criteria specified herein Evaluation Process and Criteria section. The Intended Award decision will be announced at the Selection Committee meeting specified in the tentative schedule.

MINIMUM QUALIFICATION REQUIREMENTS (MQRs):

1. This RFP contains Minimum Qualification Requirements (MQRs) which the proposing Firm **must** meet in order for the Firm's response to be considered responsive.
2. **Please read the MQRs to ensure your Firm meets these requirements prior to submitting a response to this RFP. All Minimum Qualification Requirements (MQRs) must be submitted with your Firm's response.**
3. **Firm(s) that do not comply with MQRs will be determined non-responsive and disqualified from the evaluation process and their proposal will not be evaluated.**
4. All Firms that are submitting a response to this RFP, either through Joint Venture, a Joint Collaborative Proposal, etc., must submit a single response proposal.
5. All Firm(s) named and providing work under your Firm's submission must submit all forms requested in the [Forms Section](#).

6. The Firm awarded the contract will be required to maintain the Minimum Qualification Requirements #1 during the term of the contract and any contract renewals.

Minimum Qualification Requirement (MQR) # 1: Years in Business- Sunbiz:

Firm must be incorporated through Sunbiz with a status of “Active”. Provide a copy of your Firm’s Sunbiz with your response showing a date filed of year **2019** or earlier.

Minimum Qualification Requirement (MQR) # 2: Experience and Projects:

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

Proposing Firm must have held three (3) contracts of similar size and scope as to the requested services outlined in this RFP within the last year. The information for the three (3) contracts must be detailed and provided in the charts below.

Make sure your response to MQR # 2 addresses similar projects related to the scope of work as stated in this RFP that your Firm has done. The Evaluation Committee will be looking for the provision of detailed responses to the MQR # 2 addressing your Firm’s previous similar projects and experience to the scope of work as outlined in this RFP.

Note: If additional space is needed in chart(s), insertion of additional pages will be accepted using the titles which must be the same as the chart(s).

Proposers **must** provide the information for MQR #2 on the following chart(s):

Name and Location of Contract # 1:	
Name of the Firm that was awarded the Contract:	
Date when Contract started:	Month: Year:
Is Contract ongoing:	<input type="checkbox"/> Yes or <input type="checkbox"/> No
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.	

Name and Location of Contract # 2:	
Name of the Firm that was awarded the Contract:	
Date when Contract started:	Month: Year:
Is Contract ongoing:	<input type="checkbox"/> Yes or <input type="checkbox"/> No
Date when Contract Ends:	Month: Year: Comments:
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.	

Name and Location of Contract # 3:	
Name of the Firm that was awarded the Contract:	
Date when Contract started:	Month: Year:
Is Contract ongoing:	<input type="checkbox"/> Yes or <input type="checkbox"/> No
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.	

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.

COST PROPOSALS:

The City requires proposers to provide a response to all three (3) Total Cost Proposals Options in their proposal.

No cost increases will be accepted during the contract terms.

TOTAL COST PROPOSAL FOR OPTION 1

Firm to operate and manage the Community Shuttle Service Program for each of the specified routes and the Firm will supply the shuttle buses. City to supply added technology packaging including mobile app tracking, on-board cameras, and on-board free public Wi-Fi access or a portion thereof to be specified in proposal.

The City will consider Option 1, Option 2, and Option 3 Total Cost Proposals to determine which Option best serves the City's needs and will award the Contract based on the City's best interest.

The City is requesting that the Firm provide with their response a willingness to maintain the Option 1, Option 2, and Option 3 Total Cost Proposal pricing available for future negotiations should the City require during the term of the five (5) year agreement to utilize either of these options that were not awarded. **Do you meet the requirements for Option 1?**

☐

Yes

or

☐

No

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 Cost Annually</u>
Routes 1 - 3	\$	14,832	\$
Route 4	\$	4,332	\$
TOTAL COST ANNUALLY FOR OPTION 1 FOR ROUTES 1- 4			\$

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

Print Name

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

www.cohb.org/solicitations

The City requires proposers to provide back in proposal response all three (3) Total Cost Proposals Options.

No cost increases will be accepted during the contract terms.

TOTAL COST PROPOSAL FOR OPTION 2

Firm to operate and manage the Community Shuttle Service Program for each of the specified routes and the City will supply the shuttle buses. The City to supply added technology packaging including mobile app tracking, on-board cameras, and on-board free public Wi-Fi access.

The City will consider Option 1, Option 2, and Option 3 Total Cost Proposals to determine which Option best serves the City's needs and will award the Contract based on the City's best interest.

The City is requesting that the Firm provide with their response a willingness to maintain the Option 1, Option 2, and Option 3 Total Cost Proposal pricing available for future negotiations should the City require during the term of the five (5) year agreement to utilize either of these options that were not awarded. **Do you meet the requirements for Option 2?**

☐

Yes

or

☐

No

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 2</u>	<u>Hourly Rate</u>	<u>Estimated # of Hours</u>	<u>Total Cost Annually</u>
Routes 1 - 3	\$	14,832	\$
Route 4	\$	4,332	\$
TOTAL COST ANNUALLY FOR OPTION 2 FOR ROUTES 1- 4			\$

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

Print Name

The City requires proposers to provide back in proposal response all three (3) Total Cost Proposals Options.

No cost increases will be accepted during the contract terms.

TOTAL COST PROPOSAL FOR OPTION 3

Firm will operate and manage the Community Shuttle Service Program for each of the specified routes and the Firm will supply the shuttle buses. The Firm will supply all added technology packaging including mobile app tracking, on-board cameras, and on-board free public Wi-Fi access.

The City will consider Option 1, Option 2, and Option 3 Total Cost Proposals to determine which Option best serves the City's needs and will award the Contract based on the City's best interest.

The City is requesting that the Firm provide with their response a willingness to maintain the Option 1, Option 2, and Option 3 Total Cost Proposal pricing available for future negotiations should the City require during the term of the five (5) year agreement to utilize either of these options that were not awarded. **Do you meet the requirements for Option 3?**

☐

Yes

or

☐

No

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 3</u>	<u>Hourly Rate</u>	<u>Estimated # of Hours</u>	<u>Total Cost Annually</u>
Routes 1 - 3	\$	14,832	\$
Route 4	\$	4,332	\$
TOTAL COST ANNUALLY FOR OPTION 3 FOR ROUTES 1- 4			\$

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

Print Name

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).

INSURANCE REQUIREMENTS

The awarded firm(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.

PERFORMANCE AND LABOR MATERIALS PAYMENT BOND

A Performance and Labor Materials Payment Bond is not required for this project.

CONTRACT TERMS

Service shall commence upon award of contract by the City Commission with an expected start date of October 1, 2019.

The initial Contract term shall be for three (3) years, commencing upon award by the City Commission. There are two (2) one (1) year renewal terms which are contingent upon satisfactory performance of the services and available funding. Total contract terms, including renewals, are five (5) years.

Services will be authorized to begin once the City issues a notice to proceed, fully executed contract and purchase order. The terms and conditions contained therein will become an integral part of the awarded contract resulting from this solicitation. In submitting a proposal, the proposer agrees to be legally bound by these terms and conditions.

Contract 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.

CONTRACT COST

No cost increase will be accepted during the contract terms.

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.

<http://fiche.hallandalebeach.org/WebLink/0/doc/5274/Page1.aspx>

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.

Criteria

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

Proposals will not be considered if not received **on or before** the date and time specified as the due date for submission. All proposals must be typed or printed in ink. A responsive proposal is an offer to perform the scope of services called for in this Request for Proposal in accordance with all requirements of this Request for Proposal. Proposals found to be non-responsive shall not be considered. Proposals may be rejected if found to be irregular or not in conformance with the requirements and instructions herein contained. A proposal may be found to be irregular or non-responsive by reasons that might include, but are not limited to, failure to utilize or complete prescribed forms, conditional proposals, incomplete proposals, indefinite or ambiguous proposals, and improper and/or undated signatures.

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	10
6.	Cost Proposal	15
7.	Service Requirements	20
8.	Site Visits	10
	TOTAL POINTS	100

INSTRUCTIONS FOR SUBMITTAL OF RESPONSES

Proposing Firm to submit responses on a Universal Serial Bus (USB) drive only. **Provide one (1) USB drive with your Firm's submittal.**

The files on the USB drive must be in a searchable adobe format (.pdf file). No other form of submission is acceptable, including hardcopy (paper), CDs, e-mail, etc. **Firms must make sure that the pdf files provided are searchable prior to submission.** 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 by Firms submitting responses to the RFP.

Firm's response must provide all information requested below for items # 1 through # 13.

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 #13, must be included in Firms proposal. Items #1 through #13 represent the criteria after 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 Content

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

3. Transmittal Letter

- a. A transmittal letter must be provided briefly stating the proposers' 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.

The transmittal letter must be signed by a duly authorized officer(s) of your Firm, as registered with the Florida Secretary of State through the Division of Corporations website at: www.sunbiz.org. Your Firm must provide a copy your Firm's Sunbiz following the transmittal letter in order to verify the duly authorized officers. If such officer is not listed in the Sunbiz for your Firm, your Firm must provide a legal document, such a Certificate of Resolution, naming the officer as authorized to execute on behalf of the Firm.

- b. Provide the names of the persons who will be authorized to make representation for the Proposer, their titles, addresses, telephone numbers and email addresses.
- c. Provide the name of the Project Manager who will be the direct point of contact during the term of the Agreement.

4. Executive Summary

- a. The Proposer shall submit an executive summary, which outlines its Proposal. The executive summary shall, at a minimum, include an identification of the proposed team, responsibilities of the team, and a summary of the proposed services. This section should highlight aspects of this Proposal, which make it superior or unique in addressing the needs of the City.

5. Minimum Qualification Requirements (MQRs)

- a. Firms responding to this RFP must submit with Firm's response all of the [Minimum Qualification Requirements \(MQRs\) requested in MQRs section](#). Please read the MQRs to ensure Firm meets these requirements prior to submitting to this RFP.
- b. **Firm(s) that do not comply with the outline below will be determined non-responsive and disqualified from the evaluation process.**
- c. **All Firm(s) named and providing work under Firm's submission must also submit all forms requested in the [Forms Section](#).**
- d. The Firm awarded the contract will be required to maintain the [Minimum Qualification Requirement #1](#) during the term of the contract and any contract renewals.

6. Required Forms

Please make sure all the forms below are included in your proposal within the USB drive:

- a. [Proposal Submitted by Form](#)
- b. [Variance Form](#)
- c. [Legal Proceedings Form](#)
- d. [Public Entity Crime Form](#)
- e. [Domestic Partnership Certification form](#)
- f. [Conflict of Interest Notification Requirement Questionnaire](#)
- g. [Drug Free Workplace Form](#)
- h. [Reference Check Form](#)
- i. [Anti-Kickback Affidavit](#)
- j. [Confidentiality Form](#)
- k. [Request To Withdraw Proposal Form](#)
- l. [Reference Check Forms – \(Three \(3\) completed and signed by reference\)](#)
- m. [Addenda](#)

7. 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 2020. 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.

8. 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 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.

9. Past Performance -References

The City will send the references the Firm provides a request for verification via email within no later than two (2) business days from receipt of Firm's proposal. Please make sure that the references listed in Firm's response are aware that they will be receiving a verification of reference email from the City of Hallandale Beach to confirm the reference which was submitted with Firm's proposal.

If the reference is not available or unable to respond within two (2) business days from email request, the reference shall not be considered valid and the points for references will be affected.

10. 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

11. Cost Proposal

- a. The City will consider Option 1, Option 2 and Option 3 cost proposals to determine which option best serves the City's needs and will award the Contract based on the City's best interest.

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.

Example of cost proposal evaluation:

- Lowest cost proposed gets total points = 10 points
- Lowest cost submitted is \$100,000 and the proposer's proposed cost being evaluated is \$150,000 so $\$100,000 / \$150,000 = .70$
- $.70 * \text{total \# of points for lowest cost proposed is } 10 = .70 * 10$ (cost criteria maximum potential points) = 7 which would be the total # of points this proposer's cost would receive.

12. Service Requirements

- a. Provide detailed information of the proposing Firm's ability to:
 - i. Vehicle maintenance plan.
 - ii. Provide backup/spare vehicles, within half-hour of the time of breakdown, if a vehicle is disabled while servicing the routes. This requirement is expected for all cost proposals.
 - iii. Track the vehicles with a type of global positioning system (GPS).
 - iv. Provide passengers with the opportunity to track buses in real time using mobile applications and public webpage, on-board cameras, and on-board free public Wi-Fi access. The Contract must also provide the City with the

capability to utilize the same real time tracking application in the City's digital signage program.

- v. Provide a mechanism to clearly announce stops.
- vi. Maintain a log of rider's concerns to be made available to the City's Project Manager monthly. Firm to provide a sample of log, should include name of rider, contact information (if available), date, time, route and description of concern.
- vii. Operate under the terms and conditions specified in the RFP and Broward County Transit's Community Shuttle Bus Program see Exhibit E – Interlocal Agreement between Broward County and City of Hallandale Beach for Community Bus Service Financial Assistance Only.
- viii. To provide Vehicle(s) that are not older than two (2) years or less than 105,000 miles and in like new condition at the start of contract. Firm to submit the list of all fleet being proposed for award of this contract to address year, make, model, mileage, vin #.
- ix. Provide vehicles equipped with an electronic system to count riders per stop.
- x. Provide vehicles wrapped with a design provided by the City.
- xi. Demonstrate Firm ability to provide the same wrapped design to loaner/spare vehicles provided by the City. The wrapped design must clearly identify the City's name and the route number on all sides of the shuttle, making this information visible to riders as the shuttle approaches the stop. Vehicle shall be equipped with an area to post informational flyer, brochures and shuttle schedules.
- xii. Demonstrate ability of Firm to provide loaner/spare vehicles equipped with the technology packages as vehicles assigned to the route.
- xiii. Provide a minimum of five (5) buses and one (1) dedicated spare bus must be included in the proposal. The contractor may propose more than the minimum number of spare vehicles needed to fully operate the service for up to five (5) years. There is no age, mileage, and fueling requirements for loaner/spare vehicles, but they must be of the same quality as the vehicles assigned to the routes.
- xiv. Be available for any additional services outside of the scheduled Community Shuttle Service, including but not limited to, special events needed to promote the Community Shuttle Program.

13. Site Visit

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

ORAL PRESENTATIONS:

Oral presentations may be scheduled with the Firm(s) as requested by the Evaluation Committee. The oral presentations are exempted 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 Firm 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, proposals will be evaluated and ranked 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:

RESPONSES ARE DUE: JULY 25, 2019 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. SEALED ENVELOPES MUST BE LABELED AS FOLLOWS:

CITY OF HALLANDALE BEACH
OFFICE OF THE CITY CLERK
PLACE THE NAME OF YOUR FIRM HERE
400 SOUTH FEDERAL HIGHWAY – 2ND FLOOR – SUITE 204
HALLANDALE BEACH, FL 33009
TITLED: RFP # FY 2018-2019-007
COMMUNITY SHUTTLE SERVICES REVISED AS OF 7/2/2019

LATE PROPOSALS WILL NOT BE ACCEPTED

MANDATORY PRE-PROPOSAL CONFERENCE:

For this RFP the City is holding a Mandatory Pre-Proposal Conference. The Pre-Proposal Conference is held to explain in detail the RFP documents, which make up the RFP for this project. The Pre-Proposal Conference presents the opportunity for Firms to clarify anything within the RFP and to ask questions directly to City Staff. **In order for Firm's proposal to be accepted a representative from your Firm must attend the Mandatory Pre-Proposal Conference and sign in for Firm.**

The Mandatory Pre-Proposal Conference will be held **June 5, 2019 at 11:00 am**, City of Hallandale Beach, 400 South Federal Highway in City Commission Chambers.

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

This meeting will be recorded and available as a public record if requested.

LAST DAY FOR QUESTIONS AND CONTACT INFORMATION:

Any questions are to be submitted via email to Carolyn Allen-Smith, Procurement Specialist, at csmith@cohb.org no later than **July 5, 2019 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.

BIDDERS ARE RESPONSIBLE TO CHECK THE CITY'S WEBSITE PRIOR TO SUBMITTING A RESPONSE TO ENSURE THAT THE BIDDER HAS A COMPLETE BID PACKAGE, INCLUDING ANY ADDENDA.

REQUEST FOR PROPOSAL (RFP) TENTATIVE SCHEDULE:

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

RFP DOCUMENT RELEASED	MAY 21, 2019
MANDATORY PRE-PROPOSAL CONFERENCE	JUNE 5, 2019 11:00 A.M. CITY COMMISSION CHAMBERS
QUESTIONS	ALL QUESTIONS MUST BE EMAILED BY NO LATER THAN JULY 5, 2019 BY NO LATER THAN 11:00 A.M.
RFP DEADLINE FOR RECEIPT OF PROPOSALS	<u>JULY 25, 2019</u> <u>BY NO LATER THAN 11:00 A.M.</u>
PROPOSAL OPENING	<u>JULY 25, 2019 11:05 A.M.</u> <u>COMMISSION CHAMBERS</u>
EVALUATION OF PROPOSAL/SELECTION OF FIRMS	TO BE DETERMINED
ORAL PRESENTATIONS – (IF REQUIRED)	TO BE DETERMINED
CONTRACT AWARD BY CITY COMMISSION – ESTIMATED	TO BE DETERMINED
PROJECT START DATE – ESTIMATED	TO BE DETERMINED

FORMS SECTION

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

- a. Proposal Submitted by Form
- b. Variance Form
- c. Legal Proceedings Form
- d. Public Entity Crime Form
- e. Domestic Partnership Certification form
- f. Conflict of Interest Notification Requirement Questionnaire
- g. Drug Free Workplace Form
- h. Anti-Kickback Affidavit
- i. Confidentiality Form
- j. Request To Withdraw Proposal Form
- k. Reference Check Form(s) – (Three (3) completed and signed by reference)
- l. Addenda



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 2018-2019-007
COMMUNITY SHUTTLE SERVICES REVISED AS OF 7/2/2019

THIS PROPOSAL SUBMITTED BY:

COMPANY:
ADDRESS:
CITY & STATE:
ZIP CODE:
TELEPHONE:
DATE OF RFP:
FACSIMILE NUMBER:
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.

VARIANCE FORM

The proposing Firm must provide and state any and all variances to this RFP, specifications, the Terms and Conditions and City Form Agreement 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, the Agreement will be routed to the awarded Firm for execution by the authorized officer per Sunbiz. The fully executed Agreement will be required to be returned to the City of Hallandale Beach Procurement Department, Tom Camaj, via email tcamaj@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, the Terms and Conditions and the City Form Agreement may result in the City rescinding award of Contract.

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

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

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 _____, 2019

Domestic Partnership Certification Form

This form must be completed and submitted with Firm's submittal.

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. Failure to provide such certification shall result in a Contractor being deemed non-responsive.

Domestic Partner Benefits Requirement means a requirement for City Contractors to provide equal benefits for domestic partners. Contractors with five (5) or more employees contracting with City, in an amount valued over \$50,000, provide benefits to employees' spouses and the children of spouses.

The Firm providing a response, by virtue of the signature below, certifies that it is aware of the requirements of City of Hallandale Beach Ordinance 2013-03 Domestic Partnership Benefits Requirement, and certifies the following:

Check only one box below:

- ☐ 1. The Contractor certifies and represents that it will comply during the entire term of the Contract with the conditions of the Ordinance 2013-03, Section 23-3, Domestic Partner Benefits Requirement of the City of Hallandale Beach, or
- ☐ 2. The Firm does not need to comply with the conditions of Ordinance 2013-03, Section 23-3, Domestic Partner Benefits Requirement of the City of Hallandale Beach, because of allowable exemption: **(Check only one box below):**
 - ☐ The Firm's price for the contract term awarded is \$50,000 or less.
 - ☐ The Firm employs less than five (5) employees.
 - ☐ The Firm does not provide benefits to employees' spouses nor spouse's dependents.
 - ☐ The Firm is a religious organization, association, society, or non-profit charitable or educational institution or organization operated, supervised or controlled by or in conjunction with a religious organization, association or society.
 - ☐ The Firm is a government entity.
 - ☐ The contract is for the sale or lease of property.
 - ☐ The covered contract is necessary to respond to an emergency.

- ☐ The provision of Ordinance 2013-03, Section 23-3 Definition, of the City of Hallandale Beach, would violate grant requirements, the laws, rules or regulations of federal or state law.

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

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

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:			BIDDER'S SIGNATURE:
-------	--	--	---------------------

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: _____

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.

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

REQUEST TO WITHDRAW PROPOSAL FORM

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

This form must be provided back via email to csmith@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 2018-2019-CRA007 COMMUNITY SHUTTLE SERVICES – REVISED AS OF 7/2/2019

Signature

Title

Date: _____

Time: _____

REFERENCE CHECK FORM SECTION

Please note that the references provided below must be the same as the projects/contracts provided for response to MQR # 2.

References are required as a component of due diligence to determine the capability of the proposing Firm to be able to perform the required services.

- Proposers must provide three (3) references supporting the experience presented in [Minimum Qualification Requirement \(MQR\) #2](#).
- Proposing Firm must send to three (3) references and obtain back a completed and signed [Reference Check Form](#) for each of proposing Firm's requested three (3) references.
- Proposing Firm must include the required three (3) completed and signed Reference Check Forms with Firm's response on the USB drive.

Do not provide more than three (3) references.

The City will send the references provided a request for confirmation via email within no later than two (2) business days from receipt of proposals. If the reference is not available or unable to respond within two (2) business days from email request, the reference will not be considered valid. This will cause Firm to lose points awarded for this criterion. Therefore, ensure that the references provided are aware they will be receiving a confirmation of reference email from the City of Hallandale Beach to confirm the references which were submitted with the Firm's response.

REFERENCE CHECK FORM		
RFP # FY 2018-2019-007 COMMUNITY SHUTTLE SERVICES		
PROPOSING FIRM'S NAME(S):		
PROJECT NAME:		
DATE PROJECT STARTED:	MONTH:	YEAR:
DATE PROJECT COMPLETED:	MONTH:	YEAR:
NAME OF FIRM THAT WAS AWARDED THE AGREEMENT:		

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.

1. Was this Firm successful in providing shuttle/bus services for your organization.
2. Provide detail information about the level of commitment of the Firm to your project. Did the Firm devote the time, and personnel necessary to successfully provide the services to your organization?

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

4. Provide detail information about the Firm's response time and success at accomplishing the tasks established as required by your Agreement. Where there ever any issues and why?

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

6. Provide detail information on the Firm's willingness/success to work to solve project related issues that might fall outside of the scope of work/project outlined.

7. Did your Firm and the Project Manager work well together?

8. Can you describe any instances in which there were errors in the project as a result of the Firm which had an impact either financially or on the schedule to the City? If so, what was it and how was it rectified.

--

9. If you had a similar project to undertake in the future, would the Firm be considered to perform the work?

--

ADDITIONAL COMMENTS:

AGREEMENT**Between****CITY of HALLANDALE BEACH, FLORIDA****and**

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

**RFP # FY 2018-2019-007
COMMUNITY SHUTTLE SERVICES****PLEASE NOTE:**

The proposing Firm must provide and state any and all variances to this RFP, Specifications, the Terms and Conditions and City Form Agreement on the Variance Form.

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, the Agreement will be routed to the awarded Firm for execution by the authorized officer per Sunbiz. The fully executed Agreement will be required to be returned to the City of Hallandale Beach Procurement Department, Tom Camaj, via email tcamaj@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, the Terms and Conditions and the City Form Agreement may result in the City rescinding award of Contract.

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

AND

_____, a Florida corporation, hereinafter referred to as "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

TERM

1. The term of this Agreement shall begin on the date it is fully executed by last signing party and shall end on _____. There are four (4) one (1) year renewal terms which are contingent upon satisfactory performance of the services and available funding. Total contract terms, including renewals, are five (5) years.
2. At the _____ (date) 201_ City Commission Meeting the City Commission adopted Resolution # _____ awarded through **RFP # FY 2018-2019-007 COMMUNITY SHUTTLE SERVICES.**

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 2018-2019-007 COMMUNITY SHUTTLE SERVICES**, and Proposal submitted by CONTRACTOR, which is hereby incorporated and made part of this Agreement by reference.
- 2.2 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; said inter-local agreement is attached herein as Exhibit E – Interlocal Agreement Between

Broward County and City of Hallandale Beach for Community Bus Service Financial Assistance Only.

- 2.3. CONTRACTOR shall operate the shuttle 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 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. CONTRACTOR will not be allowed to pursue shuttle/bus advertising inside or outside the shuttle/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 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 three (3) moving violations or accidents (counted individually or combined) within a five (5) 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.

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

2.7 Drivers shall issue CITY shuttle/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 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.

2.10 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 per stop, 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. System Safety Program Plan (SSPP)
3. Current insurance certificate in accordance with County requirements
4. National Transit Database Operating Expenses Summary Form
5. 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 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 must 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 shuttle/bus service which shall include, but not be limited to, all Vehicles, equipment, 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.

2.18 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 Vehicle(s) utilized by CITY shall be cutaway vehicle(s) with a capacity of twenty (20) passengers in a 16/2 format i.e. sixteen (16) passengers with two (2) wheelchair capacity. Vehicle(s) shall comply with the ADA and all applicable federal and state regulations and shall be equipped with bicycle racks to transport non-motorized bicycles. Vehicle(s) shall be equipped with an air conditioning system that has the capacity to meet the requirements of Section 2.22 o. at all times the Vehicle(s) is performing Community Shuttle/Bus Service. Vehicle(s) shall be used exclusively to perform the Community Shuttle/Bus Services set forth in this Agreement and for no other purpose. The Vehicle(s) shall be as described on Exhibit "D." In the event that CITY replaces any Vehicle(s) during the term of this Agreement, Exhibit "D" shall be updated to reflect

the replacement Vehicle(s). CITY shall use only the Vehicle(s) identified in Exhibit "D" to provide Community Bus Service. Vehicles must not be older than two (2) years or less than 105,000 miles and in like new condition.

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

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 shuttle, with the information visible to riders as the shuttle 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 six (6) days per week for COH 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.

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 with all reports and documents necessary to satisfy the terms of the most current inter-local agreement between City and County.

LIQUIDATED DAMAGES

" The awarded agreement will contain liquidated damages that will be negotiated with the awarded Contractor".

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.

In the event that 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 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 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.

ARTICLE 5

INSURANCE REQUIREMENTS

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. 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**

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.

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, the total amount of _____ Dollars (\$_____) for work actually performed and completed 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.

6.2 METHOD OF BILLING AND PAYMENT

6.2.1 Payment shall be due within thirty (30) 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.

6.3 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:

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.

If the CONTRACTOR has questions regarding the application of Chapter 119, Florida Statutes, to the CONTRACTOR'S duty to provide public records relating to the Agreement, contact the custodian of public records at City_Clerk_Office@hallandalebeachfl.gov; City of Hallandale Beach, City Hall, 400 South Federal Highway, Hallandale Beach, FL 33009, 954-457-1340.

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 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 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

Greg Chavarria, 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:

8.7 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 attached Exhibits A-F 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.

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.

9.2 Domestic Partner Benefits Requirement

CONTRACTOR certifies, and has provided the Domestic Partnership Certification Form, that it would provide benefits to Domestic Partners of its employees on the same basis as it provides benefits to employees' spouses.

CONTRACTOR shall comply with the applicable provisions of this section.

- (i) The Contractor certifies and represents that it will comply with this section during the 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.



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 City Commission action on _____, day of _____, 20____, signing by _____ and through its City Manager, duly authorized to execute same, and _____, signing by and through its _____, (name of contractor) (title of authorized officer) duly authorized to execute same.

CITY

ATTEST:

CITY OF HALLANDALE BEACH

CITY CLERK

By _____
Greg Chavarria, CITY MANAGER

_____ day of _____, 20____

Approved as to legal sufficiency and form by
CITY ATTORNEY

Jennifer Merino, CITY ATTORNEY

_____ day of _____, 20____

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)

(Secretary)

By _____
(Signature and Title)

(Corporate Seal)

(Type Name and Title Signed Above)

____ Day of _____, 20____.

(If not incorporated sign below).

CONTRACTOR

WITNESSES:

(PRINT NAME)

(PRESIDENT OR VICE-PRESIDENT)

(PRINT NAME)

(TYPE NAME AND SIGNED ABOVE)

NOTARY SEAL

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.
3. Proposals having any erasure or corrections **MUST** be initialed by the Proposer in **INK**. Proposals shall be signed in INK; all forms shall be typewritten or printed with pen and ink.

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) dollar 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. 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:

- (v) The Contractor certifies and represents that it will comply with this section during entire term of the Contract.
- (vi) 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.
- (vii) The City may terminate the Contract if the Contractor fails to comply with this section.
- (viii) 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.

4. 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.

5. SCRUTINIZED COMPANIES:

The City, entering into a contract for goods or services of \$1 million or more, entered into 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.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. INSPECTION OF FACILITIES / SITE VISIT:

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

20. PROPOSER'S COSTS:

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

21. 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.

22. 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 of 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. SAMPLE FORM CONTRACT:

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.

28. 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.

29. 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](#).

ADDENDUM # 7

PLEASE NOTE RECEIPT OF ADDENDUM #8 BY SIGNING BELOW AND INCLUDE WITH YOUR FIRM'S SUBMISSION.

I ACKNOWLEDGE RECEIPT OF ADDENDUM #8:

Company:	
Name:	
Title:	
Signature:	
Date:	

Sincerely,



Andrea Lues, Director, Procurement Department