



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

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

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AND OPERATION SERVICES**


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

**COMMUNITY SHUTTLE MAINTENANCE  
AND OPERATION SERVICES**

**PURPOSE:**

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

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

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

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

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

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

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

**COMMUNITY SHUTTLE MAINTENANCE  
AND OPERATION SERVICES**

**Minimum Qualification Requirements – MQRs:**

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

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

**SCOPE OF WORK:**

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

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

**EXHIBITS FOR THIS RFP:**

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

RFP Document

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Yes

## COMMUNITY SHUTTLE MAINTENANCE AND OPERATION SERVICES

Provide the following requested information in chart below

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

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

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

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

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

## COMMUNITY SHUTTLE MAINTENANCE AND OPERATION SERVICES

### Phase 2.

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

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

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



## COMMUNITY SHUTTLE MAINTENANCE AND OPERATION SERVICES

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

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

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

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

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

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

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

### **PHASE 1 ROUTE OPERATIONS**

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

#### **Community Shuttle Service Route 1**

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

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

## COMMUNITY SHUTTLE MAINTENANCE AND OPERATION SERVICES

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

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

### **Community Shuttle Service Route 2**

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

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

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

### **Community Shuttle Service Route 3**

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

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

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

### **Community Shuttle Service Route 4**

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

## COMMUNITY SHUTTLE MAINTENANCE AND OPERATION SERVICES

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

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

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

### **PHASE 2 ROUTE OPERATIONS.**

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

### **Community Shuttle Service Route 1**

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

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

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

## **COMMUNITY SHUTTLE MAINTENANCE AND OPERATION SERVICES**

### **Community Shuttle Service Route 2:**

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

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

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

### **Community Shuttle Service Route 3:**

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

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

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

### **Community Shuttle Service Route 4:**

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

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

## COMMUNITY SHUTTLE MAINTENANCE AND OPERATION SERVICES

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

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

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

### **Pre-Service Requirements:**

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

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

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

### **TECHNICAL SPECIFICATION REQUIREMENTS:**

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

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

**3. Type of Vehicle**

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

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- wireless fidelity (Wi-Fi Equipment) in all Vehicle(s). Contractor to allow the City permanent access to the technology System for control and monitoring of services being performed for the City. County may provide Automatic Passenger Counters APC, GPS, and Wi-Fi Technology components during the term of this awarded contract.
- e. Vehicles must be wrapped with a design provided by the City, approved by the County.
  - f. All Vehicles shall be equipped with an area to post informational flyer, brochures, and shuttle schedules. Loaner/spare vehicles to operate with a mobile tracker.
4. Extra Services

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

Include, but must not be limited to, evacuation and reverse evacuation transportation for individuals, as well as any other transportation deemed necessary by the City. Extreme conditions or catastrophic events may not affect the operations of all regional cities equally and at the City's discretion, the City may require the use of Vehicle(s) leased to the City to be used for emergency transportation service by any other City that has an agreement with Broward County for Community Shuttle Services.
  6. Frequency of Service
    - a. For Phase 1, passengers should have waiting intervals of no more than sixty-five (65) minutes during hours of operation.
    - b. For Phase 2, passengers should have waiting intervals of no more than thirty-five (35) minutes during hours of operation for routes 1, 3, and 4; and of no more than forty (40) minutes for route 2.
    - c. Service will be provided at a minimum level of six (6) days per week for the City Community Shuttle Services Routes 1, 2, and 3, and 7 days for the City Community Shuttle Service Route 4; with a minimum of seventy-two (72) hours for the City Community Shuttle Services Routes 1, 2, and 3; and eighty-four (84) hours for the City Community Shuttle Services Route 4.
  7. County Program
    - a. Contractor must operate the service subject to Broward County Transit's Community Shuttle Program and agree to be governed by terms of inter-local agreement between City and County in effect at the time of award of contract and any amendments thereto.
    - b. Contractor must provide the City will all reports and documents necessary to satisfy the terms of the inter-local agreement between City and County in effect at the time of award of contract and any amendments thereto.

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**8. Implementation Program**

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

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

**a. Management Plan**

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

The Proposer shall also include:

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



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

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

**b. Operations Plan**

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

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

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

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

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

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

e. **Proposed Training Program**

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

f. **Proposed Start-Up Program**

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

**9. Drivers**

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

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

**10. County Program**

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

**11. Americans with Disabilities Act (ADA) Compliance**

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

**12. Reporting and Recordkeeping Requirements**

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

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

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

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

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

**MINIMUM QUALIFICATION REQUIREMENTS (MQRs):**

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

**Minimum Qualification Requirement # 1: Years in Business Sunbiz:**

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





**Minimum Qualification Requirement # 2: Previous Experience and projects:**

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

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

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



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

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

**COST PROPOSAL:**

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

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

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

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

**COMMUNITY SHUTTLE MAINTENANCE  
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of \_\_\_\_\_  
Name of Firm as it appears on Sunbiz and/or legal documentation

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

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

The City provides the following services to its residents:

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

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

**DEFINITIONS:**

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

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

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

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

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

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

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

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

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

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

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

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**“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.

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**INSURANCE REQUIREMENTS:**

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

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

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

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

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

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

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



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

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

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

Broward County

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

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

**CONTRACT TERMS:**

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

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

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

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

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

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

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

**CONFLICT OF INTEREST:**

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

**EVALUATION PROCESS AND CRITERIA:****Process**

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

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

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**Criteria**

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

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

**INSTRUCTIONS FOR SUBMITTAL OF RESPONSES:**

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

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

**PROPOSAL FORMAT:**

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

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

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

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

1. **Title Page**

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

2. **Table of Contents**

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

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

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

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

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

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

**5. Firm's Qualifications and Experience**

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

**6. Drivers and Project Manager Experience**

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

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**7. Approach to the Project**

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

**8. Cost Proposal**

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

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

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

**9. Service Provision**

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

**COMMUNITY SHUTTLE MAINTENANCE  
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- Section 14.90 Equipment and Operational Safety Standards for Bus Transit System.
- iv. Recommend methods of decreasing headway, increasing routes, increasing ridership, connecting to public facilities, or any other methods of improving services.
  - v. Track the vehicles with a type of global positioning system (GPS).
  - vi. Have a mechanism to clearly announce stops in case of any problems with the Technology Package that is required.
  - vii. Maintain a log of rider's concerns to be made available to the City's Project Manager monthly.
  - viii. Attend a gasoline/propane fuel training class (scheduled by BCT) prior to release of buses to the City.
  - ix. To provide in a short notice a fleet of five (5) Community Shuttle Vehicles not older than 3 years or no more than 150,000 miles, with excellent maintenance records and conditions, to provide operations until any of new fleets will arrive and continue servicing the four (4) City Routes, and to provide list of the available vehicle fleet.
  - x. Provide a Technology Package (hardware, software, and reporting) as follows automatic vehicle locators (AVL), computer aided dispatching (CAD) global positioning systems (GPS), mobile data computers (MDC) collectively referred to as "AVL/MDC Equipment", Automatic Passenger Counters ("APC Equipment"), Automatic Bus-Stop Announcement, and wireless fidelity (Wi-Fi Equipment) in all Vehicle(s).
  - xi. Wrap vehicles with a design provided by the City after approval by County.
  - xii. Include any service request in addition to the scheduled Community Shuttle Service including but not limited to special events needed to promote the Community Shuttle Program.

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

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

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

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

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

## 11. Required Forms

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

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

## **ORAL PRESENTATIONS:**

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

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

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

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



**SUBMITTAL DUE DATE AND INFORMATION:**

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

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

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

**SEALED ENVELOPES MUST BE SEALED AND LABELED AS FOLLOWS:**

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

**LATE PROPOSALS WILL NOT BE ACCEPTED**

**IN-PERSON NON-MANDATORY PRE-PROPOSAL CONFERENCE:**

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

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

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

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

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

All documents for this RFP are found on the City's website at [www.cohb.org/solicitations](http://www.cohb.org/solicitations)

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

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

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

**LAST DAY FOR QUESTIONS AND CONTACT INFORMATION:**

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

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

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

**REQUEST FOR PROPOSAL (RFP) TENTATIVE SCHEDULE:**

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

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



**COMMUNITY SHUTTLE MAINTENANCE  
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**RESPONSES TO THE RFP MUST BE SUBMITTED TO THIS ADDRESS:**

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

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

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

**NO LATE PROPOSALS WILL BE  
ACCEPTED.**

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

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

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

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

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

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

**FORMS:**

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

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



**FORM A: THIS PROPOSAL SUBMITTED BY:**

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

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

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

**FORM B: VARIANCE FORM**

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

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

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

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



COMMUNITY SHUTTLE MAINTENANCE AND OPERATION SERVICES

FORM C: LEGAL PROCEEDINGS FORM

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

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

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

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

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

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

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

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

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

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

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

I, \_\_\_\_\_, \_\_\_\_\_
Name of Authorized Officer per Sunbiz Title

of \_\_\_\_\_
Name of Firm as it appears on Sunbiz

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

Signature of Authorized Officer per SunBiz

Print Name of Authorized Officer per SunBiz



**FORM D: PUBLIC ENTITY CRIME FORM**

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

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

By: \_\_\_\_\_

Title: \_\_\_\_\_

Signed and Sealed \_\_\_\_\_ day of \_\_\_\_\_, 2021





**FORM E: NOT APPLICABLE**



**COMMUNITY SHUTTLE MAINTENANCE AND OPERATION SERVICES**

**FORM F: CONFLICT OF INTEREST NOTIFICATION REQUIREMENT QUESTIONNAIRE**

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

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

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

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

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

**CONFLICT OF INTEREST NOTIFICATION REQUIREMENT QUESTIONNAIRE**

5.

Signature of person/Firm

Date

**FORM G: DRUG-FREE WORKPLACE FORM**

The undersigned vendor in accordance with Florida Statute 287.087

Hereby certified that \_\_\_\_\_ does:

(Name of Business)

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

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

\_\_\_\_\_  
DATE

\_\_\_\_\_  
FIRM'S SIGNATURE



**COMMUNITY SHUTTLE MAINTENANCE AND OPERATION SERVICES**

**FORM H: ANTI-KICKBACK AFFIDAVIT**

STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

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

By: \_\_\_\_\_  
Signature of Authorized Officer per Sunbiz  
  
\_\_\_\_\_  
Print Name of Authorized Officer per Sunbiz  
  
\_\_\_\_\_  
Title of Authorized Officer per Sunbiz

Sworn and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

NOTARY PUBLIC

State of Florida at Large

My Commission Expires: \_\_\_\_\_



**COMMUNITY SHUTTLE MAINTENANCE  
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**FORM I: CONFIDENTIALITY FORM**

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

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

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

If N/A please circle:    N/A

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title



**FORM J: REQUEST TO WITHDRAW PROPOSAL FORM**

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

This form must be provided back via email to [gcuevas@cohb.org](mailto:gcuevas@cohb.org) before deadline for receipt of proposals

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

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

\_\_\_\_\_  
Signature Title

Date: \_\_\_\_\_

Time: \_\_\_\_\_



**FORM K: UNABLE TO SUBMIT RESPONSE FORM**

UNABLE TO SUBMIT A RESPONSE? We sincerely hope this is not the case. If you're Firm cannot submit a proposal at this time, please provide the information requested in the space provided below and return form to [procurement\\_department@cohb.org](mailto: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: <span style="float: right;">ZIP CODE:</span>
TELEPHONE/AREA CODE: (    )
EMAIL ADDRESS:
<b>RETURN THIS UNABLE TO SUBMIT FORM ONLY TO EMAIL ABOVE:</b>
<b>CITY OF HALLANDALE BEACH</b>
<b>PROCUREMENT DEPARTMENT</b>
<b>400 SOUTH FEDERAL HIGHWAY, ROOM 242</b>
<b>HALLANDALE BEACH, FL 33009</b>
<b>TITLED: RFP # FY 2020-2021-006 COMMUNITY SHUTTLE MAINTENANCE AND OPERATION SERVICES</b>



**COMMUNITY SHUTTLE MAINTENANCE AND OPERATION SERVICES**

**FORM L: REFERENCE FORM**

(Please refer to MQR # 2)

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

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

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

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

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



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

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

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

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



<b>6. What was the value of the Project?</b>

<b>7. Would you consider this Firm for this type of work in the future?</b>

**ADDITIONAL COMMENTS:**

--

**SIGNATURE:** \_\_\_\_\_ **Date:** \_\_\_\_\_

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

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

**II. GENERAL TERMS AND CONDITIONS**

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

**1. CONE OF SILENCE:**

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

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

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

## 2. **CONFIDENTIAL MATERIAL**

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

## 3. **SPECIAL ACCOMODATIONS**

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).

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

**4. NOT APPLICABLE DOMESTIC PARTNER BENEFITS REQUIREMENT:**

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

**Equal Benefits Requirements**

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

**Contracts**

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

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

**Exception and waiver**

The provision of this section shall not apply where:

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

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

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

**5. LOBBYIST REGISTRATION:**

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

**6. SCRUTINIZED COMPANIES:**

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

**7. PROPOSAL ACCEPTANCE PERIOD:**

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

**8. PUBLIC RECORDS:**

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

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

**9. ADDENDA AND MODIFICATIONS:**

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

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

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



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**10. PERFORMANCE:**

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

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

**11. DELIVERY:**

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

**12. DEFAULT PROVISION:**

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

**13. COPYRIGHTS AND/OR PATENT RIGHTS:**

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

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

**14. TAXES:**

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

**15. FAILURE TO SUBMIT PROPOSAL:**

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

**16. SIGNED PROPOSAL CONSIDERED AN OFFER:**

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

**17. LIABILITY, INSURANCE, LICENSES AND PERMITS:**

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

**18. RESERVATION FOR REJECTION AND AWARD:**

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

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

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

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

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

**19. OMISSION OF INFORMATION:**

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

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

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

**21. PROPOSER'S COSTS:**

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

**22. UNAUTHORIZED ALIENS**

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

**23. NONDISCRIMINATION, EQUAL OPPORTUNITY AND AMERICANS WITH DISABILITIES ACT**

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

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

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

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

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

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

#### **24. PROTEST PROCEDURES:**

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

(1) Time for Protest

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

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(2) Form and Content of Protest

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

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

(3) Protest Filing Fee

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

(4) Costs

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

(5) Authority to resolve protests

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

(6) Special Magistrate

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

**25. QUALIFICATIONS OF PROPOSER:**

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

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

**26. TAX SAVINGS DIRECT PURCHASES (TSDP)**

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

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

**27. CONFLICT OF INTEREST**

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

**28. SAMPLE FORM CONTRACT (if applicable):**

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

**29. AWARD OF CONTRACT:**

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

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

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

**30. POLYSTYRENE (STYROFOAM) ADMINISTRATIVE POLICY:**

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

**28. FALSE CLAIMS ORDINANCE NO. 2018-22:**

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

**29. SUSTAINABLE PRACTICE ADMINISTRATIVE POLICY:**

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

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

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

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

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

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



**AGREEMENT**

Between

CITY of HALLANDALE BEACH, FLORIDA

and

\_\_\_\_\_  
(TYPE NAME OF FIRM AS IT APPEARS IN SUNBIZ)

for

\_\_\_\_\_  
RFP # FY 2020-2021-006 COMMUNITY SHUTTLE MAINTENANCE AND OPERATION SERVICES**PLEASE NOTE:**

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

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

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

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



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

AND

\_\_\_\_\_, a \_\_\_\_\_ located at \_\_\_\_\_, (the "CONTRACTOR.")

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

**ARTICLE 1**

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

**1.2 TERM**

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

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

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

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

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

## **ARTICLE 2**

### **SCOPE OF SERVICES TO BE PROVIDED TO THE CITY**

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

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

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

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

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

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

a. Immediately

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

b. Daily

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

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

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

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

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

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

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

**2.16 Maintenance of Vehicles.**

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

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



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

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

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

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

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

A Major Incident involves one of the following conditions:

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

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

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

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

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

### **ARTICLE 3**

#### **INDEMNIFICATION**

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

3.1.1 In the event that any action or proceeding is brought against CITY by reason of any such claim or demand, CONTRACTOR, upon written notice from CITY, shall defend such action or proceeding.

3.1.2 To the extent considered necessary by the CITY any sums due CONTRACTOR under this Agreement may be retained by CITY until all of CITY'S claims for indemnification pursuant to this Agreement have been settled or otherwise

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

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

#### **ARTICLE 4**

#### **PERSONNEL**

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

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functions relating to the requirements of this Agreement.

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

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

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

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

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

## ARTICLE 5

### INSURANCE REQUIREMENTS

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

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

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

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

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



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

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

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

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

**And**

### Broward County

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

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

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

### ARTICLE 6

### COMPENSATION

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



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

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

**6.3 METHOD OF BILLING AND PAYMENT**

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

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

6.5 Payment shall be made to CONTRACTOR at:

\_\_\_\_\_  
\_\_\_\_\_

**ARTICLE 7**

**TERMINATION**

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

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

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

## **ARTICLE 8**

### **MISCELLANEOUS**

#### **8.1 RIGHTS IN DOCUMENTS AND WORK**

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

#### **8.2 AUDIT RIGHT AND RETENTION OF RECORDS**

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

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

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

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

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

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- and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- c. Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by law for the duration of this Contract and following completion or termination of this Contract if the records are not transferred to City; and
  - d. Upon completion or termination of this Contract, transfer to City, at no cost, all public records in possession of Contractor or keep and maintain public records required by City to perform the services. If Contactor transfers the records to City, Contactor shall destroy any duplicate public records that are exempt or confidential and exempt. If Contactor keeps and maintains public records, Contactor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to City upon request in a format that is compatible with the information technology systems of City.

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

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

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

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

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

#### **8.7 PUBLIC ENTITY CRIME ACT**

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

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

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

### **8.8 INDEPENDENT CONTRACTOR**

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

### **8.9 THIRD PARTY BENEFICIARIES**

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

### **8.10 NOTICES**

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





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

**City of Hallandale Beach**

Earle Jeremy  
City Manager  
400 South Federal Highway  
Hallandale Beach, FL 33009

**With Copy to:**

Name of Director  
Attn: Department Name  
Department Address  
Hallandale Beach, FL 33009

**And:**

Jennifer Merino  
City Attorney  
400 South Federal Highway  
Hallandale Beach, FL 33009

**And:**

Procurement Department  
400 South Federal Highway  
Hallandale Beach, FL 33009

Contractor:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

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

**8.12 CONFLICTS**

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

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

**8.13 MATERIALITY AND WAIVER OF BREACH**

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

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

**8.14 COMPLIANCE WITH LAWS**

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

**8.11 SEVERANCE**

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

**8.12 JOINT PREPARATION**

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

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

**8.13 PRIORITY**

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

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

**8.14 JURISDICTION, VENUE, WAIVER OF JURY TRIAL**

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

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

**8.15 AMENDMENTS**

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

**8.16 PRIOR AGREEMENTS**

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

**8.17 PAYABLE INTEREST**

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

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

**8.18 INCORPORATION BY REFERENCE**

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

**8.19 REPRESENTATION OF AUTHORITY**

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

**8.20 MULTIPLE ORIGINALS**

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

**ARTICLE 9**  
**NONDISCRIMINATION, EQUAL OPPORTUNITY**  
**AND AMERICANS WITH DISABILITIES ACT**

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

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

**COMMUNITY SHUTTLE MAINTENANCE  
AND OPERATION SERVICES**

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

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

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

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

**COMMUNITY SHUTTLE MAINTENANCE  
AND OPERATION SERVICES**

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



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

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



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

**CITY**

ATTEST: CITY OF HALLANDALE BEACH

\_\_\_\_\_  
CITY CLERK

By \_\_\_\_\_  
CITY MANAGER

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Approved as to legal sufficiency and form

\_\_\_\_\_  
CITY ATTORNEY

**COMMUNITY SHUTTLE MAINTENANCE AND OPERATION SERVICES**



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

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

**CONTRACTOR**

ATTEST:

\_\_\_\_\_  
Corporate Secretary

By \_\_\_\_\_

\_\_\_\_\_  
(Type Name and Title Signed Above)

\_\_\_\_\_  
PRINT NAME AND TITLE  
\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_.

(Corporate Seal) OR (NOTARIZE BELOW)

**OR (ONLY If not incorporated sign below).**

WITNESSES:	
_____ (PRINT NAME)	_____ (PRESIDENT OR VICE-PRESIDENT)
_____ (PRINT NAME)	_____ (TYPE NAME & SIGNED ABOVE)
<b>NOTARY SEAL</b>	
The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____.	
_____ Signature of Notary	_____ Name of Notary Printed, or Stamped
Personally Known _____ OR Produced Identification _____	
Type of Identification Produced _____	