



Florida's Warmest Welcome

**CITY OF POMPANO BEACH
REQUEST FOR PROPOSALS
E-03-15**

POMPANO BEACH COMMUNITY BUS SERVICE

**RFP OPENING: January 6, 2015, 2:00 P.M.
PURCHASING OFFICE
1190 N.E. 3RD AVENUE, BUILDING C (Front)
POMPANO BEACH, FLORIDA 33060**

December 1, 2014

CITY OF POMPANO BEACH, FLORIDA
REQUEST FOR PROPOSALS
E-03-15
POMPANO BEACH COMMUNITY BUS SERVICE

The City is seeking proposals from qualified firms to provide Community Bus services to the City.

The City will receive sealed proposals until 2:00 p.m. (local), January 6, 2015, in the City's Purchasing Office, 1190 N.E. 3rd Avenue, Building C, Pompano Beach, Florida, 33060. E-mailed or faxed proposals will not be acceptable.

Introduction

The City intends to issue a contract to a single firm to provide bus services as specified herein.

A. Scope Of Services

The City of Pompano Beach oversees FOUR (4) bus routes under Broward County Transit's (BCT) Community Bus Program. The four 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 of the proposed routes connect to the Broward County's Mass Transit Center.

The City is interested in obtaining proposals from qualified contractors to operate and manage the Community Bus Service Program for each of the specified routes, with the contractor supplying the shuttle buses.

The vehicles and services will operate within residential and business communities. The proposed vehicles' size, seating capacity, and other features should be compatible with neighborhood streets that are unable to be utilized by the larger 42 passenger busses. The proposed conduct of the operators and the vehicle's design should be tasteful. Proposer will be required to operate under the terms and conditions specified in the RFP and Broward County Transit's Community Shuttle Bus Program.

Below is a summary of the routes that are being proposed:

Red Route

The Red Route, highlighted in red on Exhibit A, is a mix of residential and business communities. The business districts serviced by the route are a mix of new and old development. The residential communities are predominately retirees, with a few professional and working class residents. The residential communities presently do not

receive any type of transit service, as the roads are too narrow for larger busses to pass through.

The estimated headway time is 68 minutes. The route begins on the corner of Martin Luther King Jr. Boulevard. It proceeds west on Martin Luther King Jr. Boulevard to N.W. 27th Avenue where the route then heads south to Palm Aire Marketplace Plaza. From Palm Aire Marketplace Plaza the route proceeds south on Powerline Road, west on Palm Aire Boulevard North, west on Palm Aire Drive West, circles around Oaks Terrace back to Palm Aire Drive West, heads east on Palm Aire Drive West, south on Cypress Drive West towards the Palm Aire Publix where the route then heads back north on Cypress Drive West to Palm Aire Drive South, then east on Palm Aire Boulevard South passing by the Pompano Harness Track Isle of Capri Casino. The route then heads back west on Palm Aire Drive South until Powerline Road, where the route then proceeds north on Powerline Road. The route heads west on Atlantic Boulevard, north on N.W. 27th Avenue to Martin Luther King Jr. Boulevard, and then back east to the corner of Martin Luther King Jr. Boulevard.

Proposed hours of operation: Monday – Friday from 9:00 a.m. to 4:57 p.m.

Orange Route

The Orange Route, highlighted in orange on Exhibit A, is also a mix of residential and business communities. The business districts serviced by the route are a mix of new and old development along Dixey Highway and Federal Highway. The residential communities are a mix of retirees, professional and working class residents.

The estimated headway time is 68 minutes. The route begins on the corner of Martin Luther King Jr. Boulevard and proceeds north on Dixie Highway to N.E. 33rd Street to Saint Elizabeth Gardens and Save a Lot Sample Road. The route then heads north on N.E. 15th Avenue, circles around Walmart on N.E. 49th Street, and then heads west on N.E. 49th Street. The route turns south on N.E. 3rd Avenue, east on Sample Road and south on Federal Highway, and back on N.E. 33rd Street west, and on N.E. 3rd Avenue south. The route proceeds east on Copans Road towards Pompano Beach City Center and then heads south on Federal Highway, west on N.E. 10th Street, and then back south on N.W. 3rd Avenue to the corner of Martin Luther King Jr. Boulevard.

Proposed hours of operation: Monday – Friday from 9:00 a.m. to 4:57 p.m.

Green Route

The area's residents are a mix of professionals and retirees. However, the City's Coastal Area is a popular destination for both residents and visitors alike, especially between the months of November and April. Accordingly, transit users consist of a mix of local residents and those who reside outside the Coastal Community, whom utilize public transportation to travel to popular destinations along the City's beaches.

Some of the roadways within the community do not receive transit service since they are narrow and difficult to navigate with the 42-passenger buses. Thus, those desiring to travel to certain destinations east of Federal Highway are forced to walk on side streets to access certain destinations.

The Green Route, highlighted in green on Exhibit A (attached), has an estimated headway of sixty (68) minutes. The route begins at the E. Pat Larkins Community Center. The route heads east on Martin Luther King Jr. Boulevard towards Dixie Highway, where the route then turns south on Dixie Highway towards East Atlantic Boulevard. The route proceeds east on East Atlantic Boulevard, south towards Lakeside Shoppes before heading north on Pompano Beach Boulevard on to A1A North. The route heads east on N.E. 14th Street, north on North Federal Highway towards Pompano Citi Centre before heading south on North Federal Highway, turns west on N.E. 10th Street, south on N.E. 18th Avenue, east on N.E. 6th Street going towards N.E. 26th Avenue, where the route then goes south on N.E. 26th Avenue and back west on East Atlantic Boulevard. The route turns north on N.E. 24th Avenue and heads west on N.E. 2nd Street, north on N.E. 19th Avenue and then west on N.E. 4th Street and back to the E. Pat Larkins Community Center.

Proposed hours of operation: Monday – Friday from 9:00 a.m. to 4:52 p.m.

Blue Route

The Blue route, highlighted in blue on Exhibit A, mainly targets the City's working class residents. The route passes predominantly through residential sections of the City, as a number of the residents encompassed by the route rely on public transportation as their main mode of transportation.

The Blue Route has an estimated headway of 80 minutes. The route begins by the intersection of Martin Luther King, Jr. Boulevard and Dixie Highway at the Northeast Transit Center. The route proceeds north on N.W. 6th Avenue and then goes west on N.W. 15th Street to Andrews Avenue. The route turns south on Andrews Avenue to Martin Luther King Jr. Boulevard. The route proceeds east on Martin Luther King Jr. Boulevard, south on S.W. 1st Avenue, south on Cypress Road, east on S.W. 4th Street, north on South Dixie Highway, west on S.W. 2nd Court, northeast on Avondale Drive, east on S.W. 2nd Street, north on South Dixie Highway, then north on N.W. 3rd Avenue passing by the Northwest Pompano Beach Library. The route heads east on Copans Road, then north on N.E. 3rd Avenue to the North Broward Hospital, and then back south on N.E. 3rd Avenue where it travels east along W. Sample Rd towards the Festival Flea Market Mall on Blount Rd. Afterwards, the route continues south on Blount Rd. to the Broward Outreach Center/Shelter, then north on Blount Rd. to W. Copans Rd where it turns and heads east to NW 3rd. Ave. and back to the Northeast Transit Center.

Proposed hours of operation: Monday – Friday from 8:40 a.m. to 4:37 p.m.

Note: The City reserves the right to make minor adjustments (hours, frequency, days of operation, service areas, etc.) to these stated routes, in an effort to enhance the level of service. A minimum of two weeks' notice will be provided to the contractor, in the event minor adjustments are expected/required.

B. Tasks/Deliverables

1. Revenues

Contractor shall operate the bus service as a free fare public transportation service. Implementation of fares and subsequent increases will be solely at the City's discretion.

Contractor will not be allowed to pursue bus advertising inside or outside the bus, unless otherwise specified by the City.

Contractor will be allowed to pursue private subsidies and joint participation with the private sector and other sources.

2. Funding

Under the terms of the County's Community Shuttle Program, the City is eligible to receive \$15 per revenue hour for the operation of each vehicle, whether the vehicles are provided by the Vendor or City.

Having the vendor completely operate the Community Bus Program, in which instance the vendor would be providing their own buses, the City will be eligible to receive an annual pro-rated amount of \$13,295.20 per vehicle for capital allowance.

The City will pass on County reimbursements to the contractor, subject to necessary invoicing and reimbursement procedures. Contractor should propose any costs/reimbursement (in addition to this offer) which they propose to charge the City.

3. Service Provision

Contractor will be required to perform all services and to provide vehicles required for operating within City. Contractor will be expected to perform all required mechanical maintenance on vehicles, including fuel and interior/exterior cleanings.

Provision of transportation services may be performed by contractor through the use of employees or third party contractors.

Contractor may recommend methods of decreasing headway, increasing route, increasing ridership, connecting to public facilities, or any other methods of increasing service.

Contractor shall be required to have the capability to provide backup vehicles, within half-hour of the time a service, if a vehicle is disabled while servicing the routes.

4. Type Of Vehicle

The preferred vehicles should be a new mid-sized shuttle with seating capacity of 20 to 30 passengers, and aesthetically suitable for a neighborhood shuttle. Vehicles shall be wheel chair accessible.

5. Frequency Of Service

Proposed passengers shall have waiting intervals of no more than sixty (68) minutes during hours of operation.

Service will be provided at a minimum level of 5 days per week for each route, with a minimum of 40 hours for each route.

6. Drivers

Drivers are required to attend and successfully complete Broward County's training program for drivers in Broward County's Community Bus Program or an approved equivalent type of program.

7. County Program

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

8. ADA Compliance And Drug Free Workplace

Contractor and all vehicles are required to comply with all applicable requirements of the Americans with Disabilities Act at all times while vehicles are being used for public transportation.

Contractor 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.

9. Silence Of Specifications

The apparent silence of the foregoing specifications as to any detail, or omission from it as a detailed description, concerning any specifics shall be regarded as meaning that only the best commercial practices are to prevail and that only equipment and workmanship of first quality are to be used. All interpretations of these specifications shall be made upon the basis of this statement.

C. Term of Contract

The initial contract period shall be one year, commencing on January 26, 2015, or upon award by the appropriate City officials.

The City reserves the right to renew this agreement for four (4) additional one-year periods subject to vendor acceptance, satisfactory performance, and determination that renewal will be in the best interest of the City. All terms, prices and conditions shall remain firm for the initial period of the contract, and any renewal period.

In the event delivery/service is scheduled to end because of the expiration of this contract, the Contractor shall continue to deliver/service upon the request of the General Services Director. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the product/service at the rate in effect when this extension clause is invoked by the City.

D. Small Business Enterprise Program

The Pompano Beach City Commission has established a voluntary Small Business Enterprise (SBE) Program to encourage and foster the participation of Small Business Enterprises in the central procurement activities of the City. The City of Pompano Beach is strongly committed to ensuring the participation of Small Business Enterprises (SBE's) as contractors and subcontractors for the procurement of goods and services. The definition of a SBE, for the purpose of the City's voluntary program, is taken from the State of Florida Statute 288.703(1).

As of the date of publication of this solicitation, a small business means an independently owned and operated business concern that employs 200 or fewer permanent full-time employees and that, together with its affiliates, has a net worth of not more than \$5 million or any firm based in Florida that has a Small Business Administration 8(a) certification. As applicable to sole proprietorships, the \$5 million net worth requirement shall include both personal and business investments.

The City encourages all firms to undertake good faith efforts to identify appropriate Small Business Enterprise partners. Sources of information on certified Small Business Enterprises include the Broward County Small Business Development Division, the State of Florida Office of Supplier Diversity, South Florida Water Management District, and other agencies throughout the State. The City includes links to these organizations from the City's website www.pompanobeachfl.gov. Please indicate in your response if your firm is a certified Small Business Enterprise.

Please note that, while no voluntary goals have been established for this solicitation, the City encourages small business participation in *all* of its procurements.

E. Local Business Program

On March 23, 2010, the City Commission approved a Resolution establishing a Local Business Program, a policy to increase the participation of City of Pompano Beach businesses in the City's procurement process.

You can view the list of City businesses that have a current Business Tax Receipt on the City's website, and locate local firms that are available to perform the work required by the bid specifications. The business information, sorted by business use classification, is posted on the webpage for the Business Tax Receipt Division: http://pompanobeachfl.gov/pages/department_directory/development_services/business_tax_receipt_division/business_tax_receipt_division.html.php

Please note that, while no voluntary goals have been established for this solicitation, the City encourages Local Business participation in *all* of its procurements.

F. Required Proposal Submittal

Submission/Format Requirements

Submit one (1) original unbound and four (4) bound copies of the proposal. All copies will be on 8 ½" x 11" plain white paper, typed, and signed by an authorized representative who is able to contractually bind the Proposer. In addition, Proposers must submit one (1) original copy of the Proposal on electronic media in printable Adobe or Microsoft Word format (or other format approved by the City). Failure to adhere to the submittal quantity criteria may result in the Proposal being considered non-responsive.

Information to be included in the proposal: In order to maintain comparability and expedite the review process, it is required that proposals be organized in the manner specified below, with tabs or dividers between the sections:

Title page:

Show the project name and number, the name of the Proposer's firm, address, telephone number, name of contact person and the date.

Table of Contents:

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

Letter of Transmittal:

Briefly state the Proposer's understanding of the project and express a positive commitment to provide the services described herein. State the name(s) of the person(s) who will be authorized to make representations for the Proposer, their title(s), office and E-mail addresses and telephone numbers. Please limit this section to two pages.

Fees & Costs:

Include a concise narrative with sufficient detail indicating the proposed approach to providing the required services, including a description of the types and qualities of service that would be provided. Provide a cost for each of the major services provided along with the estimated number of expected work hours for each qualified staff.

Proposer shall itemize all costs to complete all and necessary tasks as described under Scope of Services. Costs associated with travel as well as miscellaneous expenses should be adequately described.

Schedule:

Proposer shall provide a timeline that highlights proposed tasks that will meet all applicable deadlines.

References:

Submit a client reference list, including name of contact, firm and/or governmental entity, address, telephone number and type of service provided to each reference.

Litigation:

Disclose any litigation within the past five (5) years arising out your firm’s performance.

City Forms:

The RFP Proposal Signature Page must be completed, signed and returned. Proposer should return all RFP pages, initialed where indicated.

G. Insurance

The insurance described herein reflects the insurance requirements deemed necessary for this contract by the City. It is not necessary to have this level of insurance in effect at the time of submittal, but certificates indicating that the insurance is currently carried or a letter from the Carrier indicating upgrade ability will speed the review process to determine the most qualified Proposer.

The successful Proposer(s) shall not commence operations until certification or proof of insurance, detailing terms and provisions of coverage, has been received and approved by the City of Pompano Beach Risk Manager.

The following insurance coverage shall be required.

1. Worker’s Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees). The Contractor further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.
2. Liability Insurance
 - a. Naming the City of Pompano Beach as an additional insured, on General Liability Insurance only, in connection with work being done under this contract.
 - b. Such Liability insurance shall include the following checked types of insurance and indicated minimum policy limits.

LIMITS OF LIABILITY

Type of Insurance	each occurrence	aggregate
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GENERAL LIABILITY: *MINIMUM \$1,000,000 per OCCURRENCE/\$1,000,000 AGGREGATE*

* Policy to be written on a claims incurred basis

- XX comprehensive form
- XX premises - operations bodily injury
- ___ explosion & collapse

___	hazard	property damage	
___	underground hazard		
___	products/completed		
	operations hazard	bodily injury and	
XX	contractual insurance	property damage	
XX	broad form property	combined	
	damage		
XX	independent contractors		
XX	personal injury	personal injury	

AUTOMOBILE LIABILITY: MINIMUM \$1,000,000 per OCCURRENCE/\$1,000,000 AGGREGATE

		bodily injury	
		(each person)	
		bodily injury	
XX	comprehensive form	(each accident)	
XX	owned	property damage	
XX	hired	bodily injury and	
XX	non-owned	property damage	
		combined	

REAL & PERSONAL PROPERTY

___ comprehensive form Consultant must show proof they have this coverage.

EXCESS LIABILITY

XX	umbrella form	bodily injury and		
		property damage		
___	other than umbrella	combined	\$1,000,000.	\$1,000,000.

___ **PROFESSIONAL LIABILITY**
 * Policy to be written on a claims made basis

The certification or proof of insurance must contain a provision for notification to the City, and the City's contracted law enforcement provider if applicable, thirty (30) days in advance of any material change in coverage or cancellation.

The successful Proposer shall furnish to the City the certification or proof of insurance required by the provisions set forth above, within ten (10) days after notification of award of contract.

H. Selection/Evaluation Process

A Selection/Evaluation Committee will be appointed to select the most qualified firm(s). The Selection/Evaluation Committee will present their findings to the City Commission and, upon Commission approval, will negotiate a contract with the most qualified firm(s).

Proposals will be evaluated using the following criteria.

	<u>Criteria</u>	<u>Point Range</u>
	Level of proposed service	
	a) Vehicles (size, seating capacity, age, condition, design & aesthetics, back up equipment, maintenance levels, emergency communication systems)	
1	b) Level of service (technical approach, information tracking, reports, customer service, etc.)	0-20
	c) Staffing (training, experience of operators, ability to address customer complaints, number of supervisors assigned to the program, etc.)	
	References	
2	a) History and performance of firm/project team on similar projects	0-20
	b) References and recommendations from previous clients	
	Experience, qualifications, and past performance similar services	
	a) Qualifications and ability to provide service & references	
3	b) Experience and past performance of proposing firm's principals and project manager	0-30
	c) Financial resources	
	Cost	
4	Total cost to the City per revenue hour	0-30
	Total	0-100

The Committee has the option to use the above criteria for the initial ranking to short-list Proposers and to use an ordinal ranking system to score short-listed Proposers following presentations (if deemed necessary) with a score of "1" assigned to the short-listed Proposer deemed most qualified by the Committee.

Each firm should submit documentation that evidences the firm's capability to provide the services required for the Committee's review for short listing purposes. After an initial review of the Proposals, the City may invite Proposers for an interview to discuss the proposal and meet firm representatives, particularly key personnel who would be assigned to the project. Should interviews be deemed necessary, it is understood that the City shall incur no costs as a result of this interview, nor bear any obligation in further consideration of the submittal.

When more than three responses are received, the committee shall furnish the City Commission (for their approval) a listing, in ranked order, of no fewer than three firms deemed to be the most highly qualified to perform the service. If three or less firms respond to the RFP, the list will contain the ranking of all responses.

The City Commission has the authority to (including, but not limited to); approve the recommendation; reject the recommendation and direct staff to re-advertise the solicitation; or, review the responses themselves and/or request oral presentations and determine a ranking order that may be the same or different from what was originally presented to the City Commission.

I. Hold Harmless and Indemnification

Proposer covenants and agrees that it will indemnify and hold harmless the City and all of its officers, agents, and employees from any claim, loss, damage, cost, charge or expense arising out of any act, action, neglect or omission by the Proposer, whether direct or indirect, or whether to any person or property to which the City or said parties may be subject, except that neither the Proposer nor any of its subcontractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused by or resulting from the sole negligence of the City or any of its officers, agents or employees.

J. Retention of Records and Right to Access

The selected firm shall maintain during the term of the contract all books of account, receipt invoices, reports and records in accordance with generally accepted accounting practices and standards. The form of all records and reports shall be subject to the approval of the City's Internal Auditor. Recommendation for changes, additions, or deletions by the City's Internal Auditor must be complied with by the selected firm. The City's Internal Auditor must be permitted during normal business hours to audit and examine the books of account, reports, and records relating to this contract. The selected firm shall maintain and make available such records and files for the duration of the contract and retain them until the expiration of three years after final payment under the contract.

K. Communications

No negotiations, decisions, or actions shall be initiated or executed by the firm as a result of any discussions with any City employee. Only those communications, which are in writing from the City, may be considered as a duly authorized expression on behalf of the City. In addition, only communications from firms that are signed and in writing will be recognized by the City as duly authorized expressions on behalf of firms.

L. No Discrimination

There shall be no discrimination as to race, sex, color, age, religion, or national origin in the operations conducted under any contract with the City.

M. Independent Contractor

The selected firm will conduct business as an independent contractor under the terms of this contract. Personnel services provided by the firm shall be by employees of the firm and subject to supervision by the firm, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this agreement shall be those of the firm.

N. Staff Assignment

The City of Pompano Beach reserves the right to approve or reject, for any reasons, Proposer's staff assigned to this project at any time. Background checks may be required.

O. Contract Terms

The contract resulting from this RFP shall include, but not be limited to the following terms:

The contract shall include as a minimum, the entirety of this RFP document, together with the successful Proposer's proposal. Contract shall be prepared by the City of Pompano Beach City Attorney.

If the City of Pompano Beach defends any claim, demand, cause of action, or lawsuit arising out of any act, action, negligent acts or negligent omissions, or willful misconduct of the contractor, its employees, agents or servants during the performance of the contract, whether directly or indirectly, contractor agrees to reimburse the City of Pompano Beach for all expenses, attorney's fees, and court costs incurred in defending such claim, cause of action or lawsuit.

P. Waiver

It is agreed that no waiver or modification of the contract resulting from this RFP, or of any covenant, condition or limitation contained in it shall be valid unless it is in writing and duly executed by the party to be charged with it, and that no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting this contract, or the right or obligations of any party under it, unless such waiver or modification is in writing, duly executed as above. The parties agree that the provisions of this paragraph may not be waived except by a duly executed writing.

Q. Survivorship Rights

This contract resulting from this RFP shall be binding on and inure to the benefit of the respective parties and their executors, administrators, heirs, personal representative, successors and assigns.

R. Termination

The contract resulting from this RFP may be terminated by the City of Pompano Beach without cause upon providing contractor with a least sixty (60) days prior written notice.

Should either party fail to perform any of its obligations under the contract resulting from this RFP for a period of thirty (30) days after receipt of written notice of such failure, the non-defaulting part will have the right to terminate the contract immediately upon delivery of written notice to the defaulting part of its election to do so. The foregoing rights of termination are in addition to any other rights and remedies that such party may have.

S. Manner of Performance

Proposer agrees to perform its duties and obligations under the contract resulting from this RFP in a professional manner and in accordance with all applicable local, federal and state laws, rules and regulations.

Proposer agrees that the services provided under the contract resulting from this RFP shall be provided by employees that are educated, trained and experienced, certified and licensed in all areas encompassed within their designated duties. Proposer agrees to furnish the City of Pompano Beach with all documentation, certification, authorization, license, permit, or registration currently required by applicable laws or rules and regulations. Proposer further certifies that it and its employees are now in and will maintain good standing with such governmental agencies and that it and its employees will keep all license, permits, registration, authorization or certification required by applicable laws or regulations in full force and effect during the term of this contract. Failure of Proposer to comply with this paragraph shall constitute a material breach of contract.

T. Acceptance Period

Proposals submitted in response to this RFP must be valid for a period no less than ninety (90) days from the closing date of this solicitation.

U. RFP Conditions and Provisions

The completed and signed proposal (together with all required attachments) must be returned to City on or before the time and date stated herein. All Proposers, by submission of a proposal, shall agree to comply with all of the conditions, requirements and instructions of this RFP as stated or implied herein. All proposals and supporting materials submitted will become the property of the City.

Any alteration, erasure, or interlineations by the Proposer in this RFP shall constitute cause for rejection. Exceptions or deviations to this proposal may not be added after the submittal date.

All Proposers are required to provide all information requested in this RFP. Failure to do so may result in disqualification of the proposal.

The City reserves the right to postpone or cancel this RFP, or reject all proposals, if in its sole discretion it deems it to be in the best interest of the City to do so.

The City reserves the right to waive any technical or formal errors or omissions and to reject all proposals, or to award contract for the items herein, in part or whole, if it is determined to be in the best interests of the City to do so.

The City shall not be liable for any costs incurred by the Proposer in the preparation of proposals or for any work performed in connection therein.

V. Standard Provisions

1. Governing Law

Any agreement resulting from this RFP shall be governed by the laws of the State of Florida, and the venue for any legal action relating to such agreement will be in Broward County, Florida.

2. Conflict Of Interest

For purposes of determining any possible conflict of interest, each Proposer must disclose if any City employee is also an owner, corporate officer, or an employee of the firm. If any City employee is an owner, corporate officer, or an employee, the Proposer must file a statement with the Broward County Supervisor of Elections pursuant to § 112.313, Florida Statutes.

3. Drug Free Workplace

The selected firm(s) will be required to verify they will operate a “Drug Free Workplace” as set forth in Florida Statute, 287.087.

4. Public Entity Crimes

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to 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 Florida Statute, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

5. Patent Fees, Royalties, And Licenses

If the selected Proposer requires or desires to use any design, trademark, device, material or process covered by letters of patent or copyright, the selected Proposer and his surety shall indemnify and hold harmless the City from any and all claims for infringement by reason of the use of any such patented design, device, trademark, copyright, material or process in connection with the work agreed to be performed and shall indemnify the City from any cost, expense,

royalty or damage which the City may be obligated to pay by reason of any infringement at any time during or after completion of the work.

6. Permits

The selected Proposer shall be responsible for obtaining all permits, licenses, certifications, etc., required by federal, state, county, and municipal laws, regulations, codes, and ordinances for the performance of the work required in these specifications and to conform to the requirements of said legislation.

7. Familiarity With Laws

It is assumed the selected firm(s) will be familiar with all federal, state and local laws, ordinances, rules and regulations that may affect its services pursuant to this RFP. Ignorance on the part of the firm will in no way relieve the firm from responsibility.

8. Withdrawal Of Proposals

A firm may withdraw its proposal without prejudice no later than the advertised deadline for submission of proposals by written communication to the General Services Department, 1190 N.E. 3rd Avenue, Building C, Pompano Beach, Florida 33060.

9. Composition Of Project Team

Firms are required to commit that the principals and personnel named in the proposal will perform the services throughout the contractual term unless otherwise provided for by way of a negotiated contract or written amendment to same executed by both parties. No diversion or substitution of principals or personnel will be allowed unless a written request that sets forth the qualifications and experience of the proposed replacement(s) is submitted to and approved by the City in writing.

10. Variances

While the City allows Proposers to take variances to the RFP terms, conditions, and specifications, the material nature, number, and extent of variances taken will be considered in determining proposal responsiveness and in allocating proposal evaluation points.

11. Invoicing/Payment

All invoices should be sent to City of Pompano Beach, Accounts Payable, P.O. Drawer 1300, Pompano Beach, Florida, 33061. In accordance with Florida Statutes, Chapter 218, payment will be made within 45 days after receipt of a proper invoice.

W. Questions and Communication

All questions regarding the RFP are to be submitted in writing to the Purchasing Office, 1190 N.E. 3rd Avenue, Building C (Front), Pompano Beach, Florida 33060, fax (954) 786-4168, or email purchasing@copbfl.com. All questions must include the inquiring firm's name, address, telephone number and RFP name and number. Questions must be received at least seven (7) calendar days before the scheduled solicitation opening. Oral and other interpretations or clarifications will be without legal effect. Any addendum necessary to answer questions will be posted to the City's website, and it is the Proposer's responsibility to obtain all addenda before submitting a response to the solicitation.

X. Addenda

The issuance of a written addendum is the only official method whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this solicitation the City will attempt to notify all known prospective Proposers, however, it shall be the responsibility of each Proposer, prior to submitting their response, to contact the City Purchasing Office at (954) 786-4098 to determine if addenda were issued and to make such addenda a part of their proposal.

Y. Cost Proposal

Proposer agrees to supply the services at the price proposed below in accordance with the terms, conditions, and specifications contained in this RFP.

Funding: The City, with funding from BCT, will offer \$15 per revenue hour for the operation of each vehicle on each of the proposed routes. Furthermore, the City will offer a maximum pro-rated amount of \$13,295.20 per vehicle for capital allowance. The contractor may request additional funding for operation of vehicles. Contractor will be allowed to pursue private subsidies and joint participation with the private sector and other sources

Contractor should propose any cost (in addition to the City's offer) which they would like the City to consider.

Additional Funding Requested

Additional hourly cost per vehicle \$_____ to cover expenses itemized as follows (attach additional sheet if necessary):

Total additional annual to City:

\$_____ per hour X 40 hours X 52 weeks = \$/Bus _____ annually

PROPOSAL SIGNATURE PAGE
RFP E-03-15, POMPANO BEACH COMMUNITY BUS SERVICE

To: The City of Pompano Beach, Florida

The below signed hereby agrees to furnish the proposed services under the terms stated subject to all instructions, terms, conditions, specifications, addenda, legal advertisement, and conditions contained in the RFP. I have read the RFP and all attachments, including the specifications, and fully understand what is required. By submitting this signed proposal, I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this proposal.

Proposal submitted by:

Name (printed) _____ Title _____

Company (Legal Registered) _____

Federal Tax Identification Number _____

Address _____

City/State/Zip _____

Telephone No. _____ Fax No. _____

Signature _____ Date _____

Addendum Acknowledgment - Proposer acknowledges that the following addenda have been received and are included in his/her proposal:

Addendum No. _____ Date Issued _____

Variances: State any variations to specifications, terms and conditions in the space provided below or reference in the space provided below all variances contained on other pages of RFP, attachments, or proposal pages. No variations or exceptions by the Proposer will be deemed to be part of the proposal submitted unless such variation or exception is listed and contained within the proposal documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your proposal complies with the full scope of this RFP.

Variances: _____