REQUEST FOR PROPOSAL #16-0930

COMMUNITY BUS SERVICES

THE CITY OF WEST PARK
1965 SOUTH STATE ROAD 7
WEST PARK, FLORIDA 33023
(954) 989-2688

CITY OF WEST PARK

REQUEST FOR PROPOSAL
(RFP #16-0930)

Sealed Proposals from qualified firms or individuals to provide Community Bus Services as listed in **Request For Proposal #16-0930** will be received at the City of West Park, 1965 South Road 7, West Park, Florida 33023, **until 3:00 p.m. Local Time, on Friday, September 30, 2016** at which time this RFP will be publicly declared closed.

This transit project is funded through a partnership by the City of West Park and Broward County Board of County Commissioners, therefore, Broward County regulations, as listed in the RFP shall apply.

Solicitation documents shall be obtained by contacting DemandStar by Onvia at www.DemandStar.com or toll-free at: 1-800-711-1712 or from the City's website at www.cityofwestpark.org. Proposers who obtain solicitation documents from other sources than DemandStar or the City's website are cautioned that the solicitation package may be incomplete. Furthermore, all addendums will be posted and disseminated by DemandStar and the City's website.

Proposers shall submit **ONE (1) MARKED ORIGINAL AND THREE (3) PHOTOCOPIES** in a sealed envelope. The Proposal Name, RFP Number, and time and date of the RFP closing shall be clearly marked on the outside of the sealed envelope. Facsimile responses will not be accepted.

All RFP submittals shall be in sealed envelopes addressed to the City Clerk, City of West Park, 1965 South State Road 7, West Park, Florida 33023, and plainly marked on the outside:

RFP:	**16-0930**
RFP Name:	**Community Bus Services**
RFP Closing Date:	**Friday, September 30, 2016**

Proposers may not withdraw their proposals for a period of ninety (90) calendar days after the day set for the opening of Proposals.

The proposal will be awarded to the lowest responsible responsive bidder. If, however, the City Manager deems it to be in the best interest of the City of West Park, the City Manager reserves the right to reject any and all bids, to waive any informalities or defects in any bid and to increase or decrease these scope of services.

The City of West Park is an Equal Opportunity Employer and encourages the participation of Certified County Business Enterprise Contractors.

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SPECIAL INSTRUCTIONS TO PROPOSERS

SECTION 1 – DEFINITIONS

Whenever the following terms appear in the Proposal, the intent and meaning shall be interpreted as follows:

1.1 **City:** The City of West Park, Florida.

1.2 **Contract:** The written agreement for performance of the Scope of Work entered into between the City and the successful Proposer.

1.3 **Contract Administrator:** The Procurement Agent, or some other employee expressly designated as Contract Administrator in writing by the City Manager, who is the representative of the CITY concerning the Contract Documents.

1.4 **Evaluation/Selection committee**: City staff and/or outside consultants assigned to evaluate the submitted proposals.

1.5 **Proposer:** Any individual, firm, or corporation submitting a proposal for this project, acting directly or through a duly authorized representative. For the purpose of this Agreement, Proposer shall mean the same thing as the Bidder.

1.6 The -Department of Financial Services of the City of West Park.

1.7 **"Provider", "Bidder", "Contractor", or "Successful Proposer" or "Consultant":** The Proposer receiving an award as a result of this Request for Proposal. Said terms may be used interchangeably while retaining the same meaning.

1.8 **Qualifications/Proposal, Proposals,** shall refer to any Offer(s) submitted in response to this Request for Proposal.

1.9 **Request for Proposal (RFP) or Proposal:** This Request for Proposal, including all Exhibits and Attachments as approved by the City, and addendums or change orders issued by the City.

1.10 **Request For Proposal or Proposal:** Terms used interchangeably in this Request for Proposal while retaining the same meaning.

1.11 **Subcontractor/ Subconsultant:** Any person, firm, entity, or organization, other than the employees of the Successful Proposer, who contract with the Successful Proposer to furnish labor, or labor and materials, in connection with the Work or Services to the City, whether directly or indirectly, on behalf of the Successful Proposer.

1.12 **Work, Services, Program, Project, or Engagement**: All matters that will be required to be done by the Successful Proposer in accordance with the Scope of Work, and the Terms and Conditions of this RFP.

SECTION 2 – SCOPE OF SERVICES
COMMUNITY BUS SERVICES

GENERAL SCOPE OF SERVICES: The City of West Park seeks the services of a qualified Contractor to provide day to day management, operation and maintenance of the public transportation services for West Park route. The services shall be five (5) hours and Twelve (12) minutes per day. Monday through Friday, for a split schedule of 7:00am to 9:00am and 3:00pm to 6:12pm. Within the City, at the locations and according to the schedules set forth.

ARTICLE 1
CONTRACTOR'S SERVICES

1.1 The Proposer agrees to provide all services necessary for the day to day management, operation and maintenance of the public transportation services for the City of West Park, West Park Transit Route according to Exhibit "A", Bus schedule –West Park route.

1.2 The Proposer shall provide free public transportation services (until such time as City determines a fare to be appropriate); within the City at the locations and according to the schedules set forth in Exhibit "A", Bus schedule.

1.3 The established service shall be for one (1) bus on a fixed route basis with designated intermediate stops with a maximum of twenty-six (26) hours per week. The hours and days of operation may be amended from time to time at the discretion of the City and Broward County to respond to budgetary constraints and/or the needs of the community.

1.4 The City and Proposer shall maintain a minimum average of seven (7) passengers per revenue hour on the route operated by the City and Proposer. In the event that City and Proposer do not maintain such minimum average of passengers, City and Proposer shall attempt to increase ridership, which may include modification of the route.

1.5 Vehicle(s) shall be operated by properly licensed operator ("vehicle chauffeurs") employed by Proposer. These employees shall provide full utilization of vehicle to all including disabled passengers while in service.

1.6 Vehicle chauffeurs hired by Proposer shall issue Broward County bus route timetables or other transit information to any passenger requesting such material.

1.7 Insofar as possible, scheduled service shall be coordinated with existing Broward County bus service. It is the intent of the parties that City's scheduled service shall not duplicate existing Broward County bus service.

1.8 The Proposer shall maintain the vehicle provided by City and Broward County in accordance with manufacturer's standards and keep vehicle in reasonable condition at all times.

1.9 The Proposer shall comply with all applicable requirements of the Americans with Disabilities Act (ADA) at all times while the vehicle provided herein are being utilized for public transportation and while utilizing any and all routes approved herein. To the extent that any terms of this Agreement are inconsistent with the ADA, the requirements of the ADA shall control.

1.10 The Proposer shall at all times during this Agreement comply with the requirements of Broward County Ordinance 92-8, pertaining to the maintenance of a Drug Free Work Place Program.

1.11 The Proposer shall at all time during this Agreement comply with all applicable requirements of the United States Department of Transportation and the Federal Transit Administration (FTA),

which shall include, but not be limited to, regulations for drug and alcohol testing. To the extent that any terms of this Agreement are inconsistent with the United States Department of Transportation regulations, the requirements of the United States Department of Transportation shall control. Proposer acknowledges that based upon his Certification of Compliance with FTA requirements submitted to the City, the City will certify the Proposer's FTA compliance to Broward County.

1.12 The Proposer agrees that throughout the term of this Agreement that the Broward County Transit (BCT) logo, the Broward County assigned identification number and the City of West Park logo shall be conspicuously displayed on the rear of the vehicle at all times.

1.13 The Proposer shall maintain certain records of information and data in the format prescribed by Broward County and shall furnish such records to Broward County, with a copy to City, on a monthly basis.

1.14 The Proposer shall, at all times, have and maintain a relationship with the Florida Relay System to assist hearing and speech impaired riders.

1.15 The Proposer shall install video surveillance and global positioning system (GPS) to be maintained and kept operational at all times.

ARTICLE 2
CITY'S SERVICES

2.1 The City shall review all policies established by the Proposer relative to the public transportation services.

2.2 The City shall review the service planning, including adjustments to the routes, schedules and such other factors that affect the quality of service provided.

2.3 The City shall provide Proposer with bus route timetable prepared by Broward County Mass Transit Division sufficient to inform City and Broward County residents, visitors and passengers of service to be made available.

2.4 The City, in coordination with Broward County, shall be responsible for designation of transit stops. It is understood that passengers will be able to board at designated stops or depart from anywhere along the route as well as designated stops.

2.5 The City shall lease to Proposer one (1) twenty (20) passenger, wheelchair accessible, passenger vehicles, obtained from County, to be used in regular service route. Such vehicles shall comply with the Americans With Disabilities Act of 1990 and all applicable federal and state regulations. The vehicle shall be leased to the Proposer for Ten Dollars ($10.00) per year. Prior to acceptance of the vehicle by Proposer, the Proposer, at its own cost, shall have the right to inspect, or cause to be inspected, the vehicle by a mechanic designated by the Proposer.

2.6 The City shall provide the manufacturer's warranties and maintenance shop manuals to the Proposer.

ARTICLE 3
COMPENSATION

3.1 In return for services provided by Proposer and specified in the Agreement, the City shall pay Proposer on an hourly basis, per vehicle in revenue service. The funds shall be used by Proposer solely for the purpose of maintaining, operating and properly equipping the vehicle and for no other purpose. City shall not be responsible for payment of any other monies to Proposer under the solicitation.

3.2 The City shall hold the funds distributed by Broward County to support the public transportation service and remit the applicable amount of such funds monthly to Proposer as they become due.

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

ARTICLE 4
PERFORMANCE STANDARDS

4.1 The public transportation service described in the Agreement shall begin operations when the notice to proceed is issued, and such service shall run according to the schedule set forth in Exhibit "A". The schedule shall be followed unless otherwise agreed upon in writing by the parties.

4.2 The Proposer shall complete one hundred percent of all scheduled trips on a daily basis, subject to delays which are attributable to (added: traffic conditions), vehicular accidents, and mechanical breakdowns.

ARTICLE 5
PERSONNEL REQUIREMENTS

5.1 The Proposer shall designate a Project Manager who will oversee the complete operation of the public transportation service and who will serve as the day-to-day liaison with the City.

5.2 Vehicle chauffeurs employed by the Proposer during the term of this Agreement shall be properly licensed operators. The vehicle chauffeurs shall possess the qualifications as required by the State of Florida and Broward County. The vehicle chauffeurs shall be required to attend and successfully complete Broward County's training program prior to operating the vehicles. All drivers shall, during the term of this Agreement possess the following qualifications and adhere to the following standards. Proposer shall immediately dismiss any driver from performing services under this Agreement if driver fails to maintain said qualifications or standards as listed below:

5.2.1 Minimum age for drivers shall be 21 years.

5.2.2 Drivers must possess a valid Florida Chauffeur's license and attain a valid commercial driver's license as required by law.

5.2.3 Drivers shall have no more than three (3) moving violations or accidents (counted individually or combined) within a five (5) year period. Drivers shall have no history of a conviction for a DUI.

5.2.4 Drivers must be capable of speaking, writing and understanding the English Language fluently.

5.2.5 Drivers shall operate the vehicle in a safe and timely manner.

5.2.6 Drivers shall be courteous to all passengers and the general public at all times and shall respond to passenger questions regarding the use of the subject service.

5.2.7 At all times while on duty, drivers shall wear clean and presentable uniforms which include a company shirt, appropriate length shorts, skirt or pants and closed toe shoes.

5.2.8 Drivers shall distribute or collect flyers, handouts, surveys, etc. as City may request from time to time.

5.2.9 Drivers shall not accept gratuities.

5.2.10 Drivers shall assist passengers with disabilities with entering and exiting the vehicles.

5.2.11 Drivers shall not permit passengers to smoke or play a radio in the vehicles (unless the passenger is using headphones with the radio).

5.2.12 Driver shall not talk on cellular phones nor have on headphones while operating vehicles.

5.2.13 Driver shall not be convicted of a crime during the term of this Agreement.

5.2.14 Drivers shall not test positive for drug use on a drug test administered by a responsible testing facility or in cooperation with the drug-testing program at Broward County or the City.

ARTICLE 6
CONDITION AND MAINTENANCE OF THE VEHICLES

6.1 The Proposer shall maintain the vehicles in accordance with manufacturer's standards.

6.2 The Proposer shall supply any additional vehicles to provide back-up service within thirty (30) minutes in the event that one or more vehicles are out of service. Proposer shall provide ADA accessible back-up vehicles should they be necessary to continue service as outlined in this contract.

6.3 The Vehicle shall be maintained in good condition, operationally and be in clean appearance, in accordance with Broward County requirements. The vehicle shall be kept in good repair and condition, satisfactory to the City at a minimum to the standards listed below:

6.3.1 Equipping of vehicle:

6.3.1.1 The vehicle shall conform to the standards required by the Americans With Disabilities Act (ADA).

6.3.1.2 The vehicle shall be equipped with all appropriate safety equipment to be provided by Proposer.

6.3.1.3 The vehicle shall be equipped with two-way communications to be provided by Proposer.

6.3.1.4 The vehicle shall have heating and air conditioning systems that are fully operative every day the vehicle is in service. The air conditioning system shall be sufficient size and capacity to provide a cooling effect throughout the vehicle, with cold air blowing in all sections of the vehicle.

6.3.2. Maintenance of Vehicle:

6.3.2.1 The interiors of the vehicle shall be cleaned at least once each day and the exteriors of the vehicle shall be cleaned at least once per week. The vehicle shall be exterminated for pests at least once each week. Proposer shall have a continuing obligation to ensure cleanliness of the vehicle, and Proposer shall perform additional cleaning and extermination for pests as circumstances may warrant.

6.3.2.2 The vehicle and equipment on the vehicle shall be maintained in fully operational condition at all times during the term of this Agreement. Proposer shall cause all components of each vehicle, including its body, frame, graphic wrap, furnishings, mechanical, electrical, hydraulic, or other operating systems to be maintained according to manufacturer's recommendations. Proposer shall cause any vehicle damaged in an accident or otherwise to be repaired to be replaced immediately, including

the graphic wraps. Proposer shall, at its sole cost and expense, provide fuel, lubricants, parts and supplies as required for the maintenance and operation of the vehicle.

6.3.2.3 The vehicle shall be safe for operation on public streets and highways and shall meet all requirements of the Florida Department of Transportation Rule Chapter 14-90, "Minimum Requirements for Transit Coaches and System Equipment." All parts of the vehicle and equipment mounted on or in the vehicle shall conform at a minimum to all applicable federal motor safety standards.

6.3.2.4 The Proposer shall initiate and maintain an effective safety and mechanical inspection program.

6.3.2.5 The vehicle shall be available for inspection by the City prior to Proposer placing them in service and at any time thereafter at the City's discretion. City has the sole discretion to reject temporarily or permanently any vehicle which City deems unacceptable for reasons of safety, disrepair or appearance.

ARTICLE 7
RECORD KEEPING, REPORTING AND AUDITING

7.1 The Proposer shall maintain such records and accounts including property, personnel, and financial records as are deemed necessary by City to ensure a proper accounting record. The system of accounting will be in accordance with generally accepted accounting principles and practices. All project records prepared by Proposer shall be owned by City and made available to City at no charge. City may elect to authorize representatives to inspect, audit, and analyze the records of Proposer relating to the subject service. City shall have the right to audit the books, records and accounts of the Proposer. Proposer shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the project or according to the scheduled reporting periods.

7.2 The Proposer shall record on a daily basis and report weekly to the City all disruptions in service, late service vehicle breakdowns, accidents, if a vehicle is out of service and any other incident affecting service.

7.3 The Proposer's Project Manager shall also document passenger complaints and describe any actions taken to resolve such complaints on a weekly basis. Proposer agrees to submit copies of such documentation to City on a weekly basis.

7.4 The Proposer shall maintain daily records of total passenger utilization and total mileage logged on the vehicle by route while performing the services under this Agreement. Project Manager shall provide accurate reports on ridership by route and by trip to City on a monthly basis.

7.5 The City shall have the right, but not the obligation to approve Proposer's forms that may be required in addition to those required by Broward County.

7.6 In the event funds paid to Proposer pursuant to this Agreement are subsequently disallowed by City because of accounting errors or charges not in conformity with this Agreement, Proposer shall refund promptly to the City such disallowed funds or such disallowed funds will be withheld from subsequent payment by City to Proposer. No payment will be withheld or disallowed until City has given Proposer written notice of the reason therefore and ten (10) days to correct, cure or otherwise reasonably satisfy City. No more than the disputed amount will be withheld. Both City and Proposer shall diligently pursue the resolution of any dispute regarding the accounting or charges referred to in this paragraph.

7.7 The Proposer shall retain all financial records, supporting documents, statistical records, and any other documents pertinent to the Agreement for a period of five (5) years after termination of this Agreement, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings.

ARTICLE 8
PRE-SERVICE REQUIREMENTS

The following items shall be delivered to the City by Proposer at least two (2) days prior to the start of service and are subject to approval by the City:

8.1 An operations manual for the subject services which describes all operations, procedures and policies, including but not limited to the following:

(A) Vehicle operating procedures;
(B) Communications operating procedures;
(C) Driver conduct rules and regulations;
(D) Safety procedures;
(E) Accident procedures;
(F) Administration and reporting procedures; and
(G) Other operating procedures and policies as required for proper operation of the subject service.

8.2 Job descriptions for drivers and administrative personnel.

8.3 Maintenance procedures for all vehicles.

8.4 Final system schedules.

8.5 Training procedures for drivers.

ARTICLE 9
MISCELLANEOUS REQUIREMENTS

9.1 The City will manage and receive all funds for advertising on or in the buses. Advertising of any alcohol, tobacco, adult entertainment, gambling, overtly sexual material, or obscene or offensive materials will be prohibited. If the City reasonably objects to any advertisement, such advertisement shall be removed within fifteen (15) days of written notice.

9.2 <u>FINES:</u> The Proposer acknowledges that the City will incur certain costs or damages in monitoring and seeking conformance with the requirement of the Agreement, or in the event of a breach of this Agreement, the amount(s) of which cannot be specifically ascertained, notwithstanding their respective efforts to do so. Accordingly, the Proposer and City have established a governing schedule of fines. The Schedule of fines the City will assess against the Proposer as a consequence of the Proposer's failure to conform to the customer service requirements as outlined in the Agreement are as follows:

9.2.1 Failure to provide backup service within thirty (30) minutes in the event that one or more vehicles are out of service shall result in a fine of $30.00 per hour per affected bus or van.

9.2.2 Failure to provide heat or air conditioning shall result in a fine of $30.00 per hour per affected bus or van.

9.2.3 Failure to maintain vehicles shall result in a fine of $15.00 per hour per affected bus or van.

9.2.4 Failure to maintain transit schedule within a 15 minute window, excluding acts of weather, road construction/closing, or driver illness shall result in a fine of $6.00 per hour per affected bus or van.

9.2.5 Failure to notify the City regarding any changes in schedule shall result in a fine of $6.00 per hour per affected bus or van.

*All fines shall be prorated for any portion less than one (1) hour.

9.3 COMPORTMENT; CHANGE OF PERSONNEL: At all times when such personnel are in the CITY OF WEST PARK, whether or not on duty, such personnel shall comport themselves in a manner which will not bring disrespect upon the City or call into the question the competence or demeanor of such person relative to the performance of the transportation services, which, by its nature, requires such personnel to potentially come into contact with minors and the handicapped. The City reserves the right to require the change of any personnel upon not less than three (3) business day's written notice, setting forth the name of the person to be replaced, or in the absence of a name, the route taken and the time of day in which the transportation services were provided.

9.4 DUTY ROSTER: The Proposer shall provide the City with the name of each personnel, and the route and date of such individual's duty station. Such roster shall be provided on a weekly basis as of Friday of the week preceding.

9.5 HOLDING OF FUNDS: The City shall hold the funds distributed by Broward County to support the public transportation service and remit the applicable amount of such funds monthly to Proposer as they become due. Proposer shall submit invoices to the City documenting hours of service provided by the Proposer during the preceding month together with such additional documentation which may be required by the City (e.g. ridership statistics). Within thirty (30) days of receipt of such invoices, City shall compensate Proposer pursuant to the terms set forth herein.

9.6 LIVING WAGE REQUIREMENT: To the extent Proposer is a "covered employer" within the meaning of Broward County Ordinance No. 2002-45, as may be amended from time to time, City agrees to and shall pay to all of its employees providing "covered services," as defined therein, a living wage as required by such ordinance, and City shall fully comply with the requirements of such ordinance and shall satisfy, comply with, and complete all of the obligations set forth therein. City shall be responsible for and shall ensure that all of its subcontractors that qualify as covered employers fully comply with the requirements of such ordinance and satisfy, comply with, and complete all of the obligations set forth therein.

SECTION 3 – QUALIFICATIONS

Proposals will be considered from qualified firms or individuals whose experience includes successful work in similar projects. Also, the firm must have a sufficient number of qualified staff in the applicable disciplines to complete the work in the time required and in accordance with State of Florida statutes and standards, if applicable.

SECTION 4 - TERM OF CONTRACT

4.1 The City anticipates awarding a (2) two year contract beginning upon the notice to proceed. There will be three (3), one (1) year renewal options thereafter and is contingent upon subsequent funding by Broward County.

SECTION 5 – INQUIRIES/AVAILABILITY

5.1 Any questions regarding the specifications and solicitation process must be submitted in writing to the sent to the attention of the Procurement Agent. To allow sufficient time for the City to respond to requests

for clarification and additional information should be received at least forty-eight (48) hours prior to the RFP closing date and time, as specified herein.

City of West Park
1965 South State Road 7
West Park, FL 33023
Attn: City Clerk
Fax (954) 989-2684
Email: agrant@cityofwestpark.org

5.2 Solicitation documents shall be obtained by contacting DemandStar by Onvia at www.cityofwestpark.org

CONTACT WITH PERSONNEL OF THE CITY OF WEST PARK OTHER THAN THE PROCUREMENT AGENT OR DESIGNATED REPRESENTATIVE REGARDING THIS REQUEST FOR QUALIFICATIONS MAY BE GROUNDS FOR ELIMINATION FROM THE SELECTION PROCESS.

SECTION 6 – SUBMITTAL INFORMATION: HOW, WHEN & WHERE

6.1 Proposer should submit (in a sealed envelope indicating Proposer's name and Request For Proposal (RFP) number) copies of the Proposal each identified as follows:

RFP No.: 16-0930
RFP Name: Community Bus Services
Due Date/Time: Friday, September 30, 2016

6.2 All (RFP's), must be submitted on 8½" by 11" paper, neatly typed on one side only, with normal margins and spacing. The original document package must not be bound, although the document package copies should be individually bound. One (1) unbound one-sided original and three (3) bound copies of the complete submittal must be received by the closing date and time. The original and all copies must be submitted in a sealed envelope.

6.3 Responses to the RFP must be signed in ink by an authorized officer of the proposing firm who is legally authorized to enter into a contractual relationship in the name of the Proposer. The submittal of a Statement of Proposal by the Proposer will be considered by the city as constituting an Offer by the Proposer to perform the required services.

SECTION 7 - EVALUATION METHODOLOGY

7.1 The City will assemble an evaluation and selection committee comprised of staff and additional consultants if necessary. This committee shall evaluate the proposals and may recommend the top ranked firms for oral presentations. The committee shall evaluate the proposals based on the demonstrated proficiency level of the proposing firm for work of a similar type as specified in the Scope of Services with and including proof of insurance and bonding capability as described herein; and other requirements as required by the City.

7.2 The Qualification Package is designed to provide information about your firm. In addition, the information provided will be used in evaluating the firm's qualifications to perform the advertised work. The weighted criteria listed below are provided to assist the Proposers in the allocation of their time and efforts during the submission process:

CRITERIA	MAXIMUM POINTS
Location	10
Past Performance	15
Experience and skills of key personnel	15
Approach for Performance (Dispute Resolution/Communication System/Contingency Plan)	25
Financial Strength and Stability of firm	15
Cost	20

7.3 Evaluation Definitions:

- Location – This category evaluates the local preference provision and the location of the Proposer's business. The Proposer will receive the maximum points if located in City of West Park and minimum points if it resides outside West Park and Broward County.
- Past Performance – This category evaluates the Proposer's performance on similar projects and reference information from past customers on how the services were rendered.
- Experience and Skills of key personnel – This category evaluates the Proposer's experience and skills of the firms key personnel.
- Approach for Performance (Dispute Resolution/communication system and Contingency Plan) – This category evaluates the Proposer's approach, methodology and capability for completing the project effectively and efficiently.
- Financial Strength and Stability of Firm – This category evaluates the Proposer's financial strength and stability of the firm.
- Cost – This category evaluates the Proposer's total cost for the required services as outlined in the scope of services and the City's funding from Broward County Transit (BCT).

Evaluating Cost:

The base cost score will be evaluated as follows:
1st Lowest priced proposer will receive 20 points
2nd Lowest priced proposer will receive 15 points
3rd Lowest priced proposer will receive 10 points
4th Lowest priced proposer will receive 5 points
5th Lowest priced proposer will receive 0 points
*Any proposal thereafter will receive 0 points

SECTION 8 – SELECTION/AWARD PROCEDURE

8.1 A Selection/Negotiation Committee appointed by the City Manager will be responsible for short listing the most qualified firms. The Selection Committee may also, at its sole discretion, request additional or clarifying information from any responder. The Selection Committee may expressly request such information to remedy any incomplete response, but will not be obligated to do so. The occurrence or absence of such a request shall not be cause for objection by any responder. Proprietary information from competing responders shall not be disclosed to the public or to competitors prior to any award subject to Public Records Law, Chapter 119, Florida Statute.

8.2 Shortlisted firms may be asked to make a presentation of its qualifications and methodology to staff and /or the City Commission.

8.3 The committee reserves the right to negotiate an agreement with the shortlisted firms individually based upon ranking or to conduct concurrent negotiations to reach an agreement with one of the shortlisted firms, which will be recommended to the City Commission for award.

8.4 The City reserves the right to award to one proposer, to split the award among multiple proposers (if applicable) or to not award.

8.5 NO AWARD WITH RESPECT HERETO SHALL BE DEEMED FINAL AND ALL SUCH AWARDS SHALL BE DEEMED CONDITIONAL, UNLESS AND UNTIL THE PARTIES SHALL HAVE FULLY EXECUTED THE AGREEMENT(S) CONTEMPLATED HEREIN, AND A FULLY EXECUTED AGREEMENT HAS BEEN RETURNED TO THE BIDDER BY THE CITY. THE CITY RESERVES THE RIGHT TO REVOKE ANY AWARD MADE HEREUNDER, WITHOUT PENALTY, PREMIUM OR OBLIGATION, AT ANY TIME PRIOR TO THE DELIVERY OF THE FULLY EXECUTED AGREEMENT(S) TO THE BIDDER, NOTWITHSTANDING THAT AN AWARD MAY HAVE BEEN PUBLISHED. NO BIDDER SHALL BE ENTITLED TO RELY ON ANY ANNOUNCEMENT OF AN AWARD, AND THE CITY SHALL IN NO WAY BE ESTOPED IN THE REVOCATION OF AN AWARD PREVIOUSLY GRANTED.

SECTION 9– REJECTION CRITERIA

9.1 Your proposal shall be considered non-responsive if any of the following criteria exist (this list is not all inclusive):

9.2 All questions and instructions, including the questions in the Qualifications Package, have not been properly completed.

9.3 The instructions, order and matrixes in the Proposal Package have not been properly followed.

9.4 The RFP response Package is found to have concealed or contained false and/or misleading information.

9.5 The City did not receive the RFP Package prior to the submittal deadline.

9.6 If your firm is not licensed and in active status with the Florida Secretary of State to do business in Florida.

9.7 Executed Non-Collusive/and or Drug Free Workplace Affidavits are not submitted with the response.

9.8 The proposal/bid bond/fidelity bond, if required, is not included in the Package.

9.9 The Proposal signature page and certification is not properly executed.

9.10 Substitution of (SF) 254 & (SF) 255 for Tab #3, Management Team, and Tab#4 Specific Related Experience of the Firm sections.

SECTION 10 - WAIVERS

The City, in its sole discretion, reserves the right to reject any and all proposals, accept any proposal or any combination of proposals or waive any minor irregularity or technicality in proposals received and may, at its sole discretion, request a re-proposal, when in its sole judgment, it will best serve public interest.

SECTION 11 - INSURANCE & PERFORMANCE BOND REQUIREMENTS

11.1 Proof of insurance must be provided for Workers' Compensation, Commercial General Liability, Business Auto Liability, and Professional Liability. The Proposer shall carry in for at all times the insurance coverage and the City and Broward County will be included as "Additional Insured's". Insurance requirements are as follows:

A. Workers' Compensation- statutory

B. Policy must include Employers Liability: $100,000 for each accident, $500,000 disease (policy limit), and $100,000 disease (each employee).

C. Commercial General Liability: $1,000,000 per occurrence Combined Single Limit for bodily injury and property damage. Policy shall include coverage for premises/operations; contractual liability; and independent contractors.

D. Business Auto Liability: $500,000 per occurrence Combined Single Limit for bodily injury and property damage. Policy shall include coverage for owned autos; hired autos; and non-owned autos.

11.2 It shall be the responsibility of the Proposer to insure that all Subcontractors comply with the same insurance requirements referenced above.

11.3 Compliance with the foregoing requirements shall not relieve the Proposer of its liability and obligation under this section or under any other section if this section or under any other section of the Contract.

11.4 Proposer shall be responsible for assuring that the insurance certificate required in conjunction with this Section remain in force for the duration of the period of performance for any contractual agreement(s) resulting from this solicitation. If insurance certificates are scheduled to expire during the term hereof, the Proposer shall be responsible for submitting new or renewed insurance certificates to the City at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the term hereof, the City shall suspend the Contract until such time as the new or renewed certificates are received by the City in a manner prescribed in this Section; provided however, that this suspension period does not exceed thirty (30) days, the City may at its sole discretion, terminate the Contract and seek re-procurement charges from the Proposer.

11.5 In the judgment of the City, prevailing conditions warrant the provision by Proposer of additional liability insurance coverage or coverage which is different in kind, the City reserves the right to require the provision by Proposer of an amount of coverage different from the amounts or kind previously required and shall afford written notice of such change in requirements thirty (30) days prior to the date on which the requirements shall take effect. Should the Proposer fail or refuse to satisfy the requirement of changed coverage within thirty (30) days following the City's written notice, the City, at its sole option, may terminate the Contract upon written notice to the Proposer, said termination taking effect on the date that the required change in policy coverage would otherwise take effect.

11.6 All insurance, other than Workers' Compensation, to be maintained by the Proposer shall specifically include the City of West Park and the Broward County Board of County Commissioners as "Additional Insured" and shall unequivocally provide 30 days written notice to the City prior to any adverse changes, cancellation or non-renewal of coverage there-under.

11.7 Compliance with OSHA Requirements: Proposer certifies that they will maintain all equipment, provided by the City so that it meets all applicable OSHA requirements. Proposer further certifies that, if they ever allow the equipment to become defective to any applicable OSHA requirements in effect on the date of acceptance, then all costs necessary to comply with the new OSHA requirements shall be borne by the Proposer.

11.8 The Proposer shall maintain, during the life of this contract, adequate Workers' Compensation Insurance and Employer's Liability Insurance in at least such amounts as are required by law for all of its employees per Florida Statute 440.02.

11.9 PERFORMANCE BOND - The PROPOSER shall furnish at its own cost, to the CITY, an irrevocable Performance Bond, in form and content approved by the CITY Attorney and as attached to this Agreement as Exhibit D for the faithful performance of this Agreement and all of its obligations arising hereunder in the amount of one hundred ten percent (110%) of total proposed amount. Said bond shall be rated "A+" or better as to management and "FSC XV" or better as to the strength by Best's Insurance Guide or Surety; shall be listed on the U.S. Treasury Department's list of acceptable sureties for federal bonds or bonding limits shall not exceed 20% of its policy surplus (capital & surplus) as listed in Best's Insurance Guide; and, Surety shall have been in business and have a record of successful and continuous operation for at least five years; further, all bonds shall contain all provisions required by §255.05, Florida Statutes, guarantee the performance of the Agreement and serve as security for the payment of all persons performing labor and furnishing materials in connection with the Agreement. The PROPOSER shall furnish to the CITY proof of such bond within ten (10) calendar days after the execution of this Agreement. Such proof shall include a statement that the policy or bond may not be canceled or altered without at least thirty (30) calendar days prior notice to the CITY.

11.10 Maintenance of said bond and the performance by the PROPOSER of all of the obligations under this paragraph shall not relieve the PROPOSER of liability under the default provisions set forth in this Agreement or from any other liability as a result of any material breach hereunder. The performance Bond may be "called" in the event of any default hereunder by the PROPOSER. The calling of the Bond shall in no manner restrict or preclude any additional or further remedies available to the CITY against the PROPOSER for breach, default or damages hereunder.

11.11 The PROPOSER shall cause to be obtained a corporate guaranty of PARENT COMPANY ("Guarantor"), whereby the Guarantor shall guaranty all of the obligations of the PROPOSER under this Agreement. The form of the guaranty is attached hereto as Exhibit D.

11.12 CITY reserves the right to increase the required Performance Bond amount in the event of a change in services.

SECTION 12 – GENERAL CONDITIONS

12.1 **VENUE**: All contracts shall be governed by the laws of the State of Florida and venue shall be in Broward County, Florida.

12.2 **EXPENSES:** Neither the City nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this RFP. All expenses in the preparation of this RFP are the sole responsibility of the Proposer. All Submittals should be prepared to provide a straightforward and concise description of the respondents' qualifications and ability to meet the requirements of the RFP.

12.3 **INTERPRETATIONS**: All Proposers shall carefully examine the Proposal Documents. Any ambiguities or inconsistencies shall be brought to the attention of the City in writing prior to the opening of Proposals; failure to do so on the part of the Proposer will constitute an acceptance by the Proposer of any subsequent decision by the City. Any questions concerning the intent, meaning and interpretations of the Proposal Documents shall be requested in writing, and received by the City at least fourteen (14) days prior to the Proposal Opening. Inquiries shall be addressed to the Purchasing Manager. No person is authorized to give oral interpretations of, or make oral changes to the Proposal. Therefore, oral statements given before the proposal opening will not be binding. Any interpretation of, or changes to the proposal will be made in the form of a written Addendum to the proposal and will be furnished to all Proposers. Receipt of all addenda shall be acknowledged by the Proposers in the appropriate place on the Proposal Form.

12.4 **PUBLIC ENTITY CRIMES**: Pursuant to F.S. 287.133. as amended: 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 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 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 s. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

12.5 **ASSIGNMENT**: Any Purchase Order or Contract issued pursuant to this Request For Proposal and the monies which may become due hereunder are not assignable, in whole or part.

12.6 **INDEMNIFICATION**: Proposer agrees to protect, defend, indemnify, and hold harmless the City and Broward County Board of County Commissioners, its employees, representatives, and elected officials from any and all claims and liabilities including all attorney's fees and court costs, including appeals, for which the City and Broward County Board of County Commission,, its employees, representatives, and elected officials can or may be held liable as a result of injury (including death) to persons or damage to property occurring by reason of any negligence, recklessness, or intentional wrongful misconduct of the Proposer, its employees, or agents, arising out of or connected with this Agreement. The Proposer shall not be required to indemnify the City and Broward County Board of County Commission, or its agents, employees, representatives, or elected officials when an occurrence results solely from the wrongful acts or omissions of the City and Broward County Board of County Commission, or its agents, employees or representatives.

The parties agree that one per cent (1%) of the total compensation paid to the Proposer for performance of this Agreement shall represent the specific consideration for the Proposer's indemnification of the Owner.

It is the specific intent of the parties hereto that the foregoing indemnification complies with F.S. 725.06 (Chapter 725). It is further the specific intent and agreement of the parties that all of the Contract Documents on this Project are hereby amended to include the foregoing indemnification and the "Specific Consideration" therefore.

12.7 **PROPOSALS TO REMAIN OPEN:** All proposals shall remain open for the number of days after the day of the proposal opening stated in the special provisions, or if no such number of days is stated, all proposals shall remain open for ninety (90) days after the date of proposal opening prior to award. The City may, in its sole discretion, release any proposal prior to that date.

12.8 **ANNUAL APPROPRIATION:** Any Contract issued is conditional upon the City appropriating funding to implement the contract annually.

12.9 **EMPLOYEES:** Employees of the Proposer shall at all times be under its sole direction and not be an employee or agent of the City. The Proposer shall supply competent employees. The City may require the Proposer to remove an employee or subcontractor it deems careless, incompetent, insubordinate or otherwise objectionable without any cost to the City or without any increase in Contract Price. Proposer shall be responsible to the City for the acts and omissions of all employees working under its directions whether or not the actions taken go beyond the normal scope of employment.

12.10 **ADDITIONAL TERMS AND CONDITIONS**: No additional terms and conditions included with the proposal response shall be evaluated or considered, have no force or effect, and are inapplicable to this proposal unless agreed to in writing by the City. It is understood and agreed that the conditions in these Proposal Documents are the only conditions applicable to this proposal and the Proposer's authorized signature on the Proposal Form attests to this.

12.11 **DELETION/OVERSIGHT/MISSTATEMENT:** Any deletion, oversight or misstatement of the Specifications shall not release the Proposer from the responsibility of supplying complete and fully operational units, together with all appurtenances necessary for unrestricted operation as determined by the City in its sole discretion.

12.12 **MODIFICATION OF AN OFFER:** Any modification of an Offer by the Proposer shall be submitted to the prior to the Solicitation Closing Date & Time. The Proposer shall submit the new Offer and a letter, on company letterhead, signed by an authorized agent of the Proposer stating that the new submittal supersedes the previously submitted Offer. The proposer must present certification to assure that they are indeed an authorized representative of the Proposer's firm at the time such communication to modify the Proposal is presented. A City representative will verify this information prior to acceptance of the modified proposal. The sealed envelope shall contain the same information as required for submitting the original Offer. In addition the envelope shall be marked with a statement that this Offer replaces the previously submitted Offer. No modifications of an Offer shall be accepted after the Solicitation Closing Date & Time.

12.13 **WITHDRAWAL OF AN OFFER:** An Offer shall be irrevocable unless the Offer is withdrawn as provided herein. A Proposal may be withdrawn only by written communication delivered to the prior to the Solicitation Closing Date & Time. The proposer must present certification to assure that they are indeed an authorized representative of the Proposer's firm at the time such communication to withdraw the Proposal is presented. A representative will verify this information prior to return of Proposer's proposal. An Offer may also be withdrawn after one hundred and eighty (180) calendar days after the Solicitation Closing Date & Time, provided that it is withdrawn prior to the recommendation for award, by submitting a letter to the at the address identified in this Solicitation. The withdrawal letter must be on company letterhead and signed by an authorized agent of the Proposer.

12.14 **CONTRACT EXTENSION:** The City reserves the right to automatically extend any Contract for up to ninety (90) calendar days beyond the stated Contract term, under the same terms and conditions of said Contract. The City shall notify the Successful Proposer in writing of such extensions. Additional extensions over the first ninety (90) day extension may occur, if the City and the Successful Proposer are in mutual agreement of such extensions.

12.15 **COST ADJUSTMENT:** Costs for all services provided under this Contract shall remain firm for the first two (2) years of the Contract. Costs for subsequent years and any renewal term years shall be subject to an adjustment only if increases occur in the industry. However, unless very unusual and significant

changes have occurred in the industry, such increases shall not exceed 5% per year, or whichever is less during the latest yearly percentage increase based on the Consumers Price Index for All Urban Consumers for Miami/Ft. Lauderdale, as published by the Bureau of Labor Statistics, U.S. Department of Labor. Any requested price increase shall be fully documented and submitted to the City at least ninety (90) days prior to the Contract anniversary date. Any approved cost adjustments shall become effective upon the anniversary date of the Contract and remain firm for the new Contract term. In the event the CPI or industry costs decline, the City shall have the right to receive from the Contractor a reasonable reduction in cost that reflects such cost changes in the industry.

The City may, after examination, refuse to accept the adjusted price lists if they are not properly documented, increases are considered to be excessive, or any decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted price lists and the matter cannot be resolved to the satisfaction of the City, the Contract may be cancelled by the City upon giving thirty (30) days written notice to the Contractor.

12.16 **PUBLIC RECORDS:** The City is subject to Chapter 119, Florida Statutes "Public Records Law." Contractor acknowledges the public shall have access, at all reasonable times, to all documents and information pertaining to City's contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the City and the public to all documents subject to disclosures under applicable law. More specifically, the Contractor shall:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.
(b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost 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 records disclosure requirements are not disclosed except as authorized by law.
(d) Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
(e) Provide all records stored electronically to the City in a format that is compatible with the information technology systems of the City.

If the Contractor does not comply with a public records request, the City shall enforce the contract provisions in accordance with the Contract. No claim of confidentiality or proprietary information in all or any portion of a response will be honored unless a specific exemption from the Public Records Law exists and it is cited in the response. An incorrectly claimed exemption does not disqualify the Contractor, only the exemption claimed.

Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain property of the City. In the event of termination of this Contract by either party, any reports, photographs, surveys and other data and documents and public records prepared by, or in the possession or control of, Contractor, whether finished or unfinished, shall become the property of City and shall be delivered by Contractor to the City Clerk, at no cost to the City, within seven (7) days of termination of this Contract. All such records stored electronically by Contractor shall be delivered to the City in a format that is compatible with the City's information technology systems. Upon termination of this Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and except from public records disclosure. Any compensation due to Contractor shall be withheld until all documents are received as provided herein.

12.17 **LOCAL PREFERENCE PROVISION:**

(a) Preference for local bidders. Except where federal, state or county law mandates to the contrary, or as otherwise provided herein, the city, pursuant to its purchasing authority, shall grant a preference in the amount of five (5) percent of any bid or five (5) points of any proposal score to a local business. Such preference shall apply to quotations, bids or proposals for commodities and services.

(b) Preference for businesses employing West Park residents. A vendor located outside of the City of West Park city limits is considered equivalent to a West Park vendor and accorded the same preference if it employs a minimum of ten (10) full time equivalent (FTE) West Park residents or West Park residents constitute twenty (20) percent FTE of the company's local workforce (Broward and Miami-Dade Counties), whichever is larger.

(c) Application of preferences. Preferences shall be additive and computed as a whole on the bid or proposal. For example, the city, pursuant to its purchasing authority, shall grant a preference in the amount of ten (10) percent of any bid or ten (10) points of any proposal score to a local disadvantaged business. Such preference shall apply to bids or proposals for commodities and services.

(d) Preference to businesses with drug-free workplace programs. (1) The City adopts by reference F.S. § 287.087, regarding bidding preferences for businesses with drug-free workplace programs. (2) Whenever two (2) or more bids which are equal with respect to price, quality and service are received by the city for the procurement of commodities or services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given a preference, provided that the drug-free workplace program complies with F.S. § 287.087, and any other applicable state law. An announcement of this preference may be included in the bid documents.

(e) Environmentally conscious programs. It is the policy of the City of West Park to use its best efforts to commit to environmental, economic, and social stewardship through green practices for the city facilities, buildings, supplies and services in order to: (1) Yield cost savings to city taxpayers through reduced operating costs; (2) Provide a healthy work environment for city employees and visitors to city facilities and buildings; (3) Contribute to the realization of the board's stated goal of protecting, conserving, and enhancing the region's environmental resources, and (4) Help establish a community standard of green practices for the City of West Park.

12.18 **SAMPLE CONTRACT**: The Proposer has thoroughly reviewed the form of the contract marked "SAMPLE" and combined with this RFP. Upon the notification of award, the Proposer will execute the Contract in final form, of which the Proposer's submission shall be a material and controlling part. The City shall have the power to make such editorial revisions as it shall deem reasonable necessary and appropriate to consolidate the successful Proposal and the form of the contract, including, but not limited to, applicable dates, names, identifying information and such other information as shall be consistent with the purposes underlying the RFP.

SECTION 13 - SUBMITTAL PACKAGE

Submit this portion of the Request for Proposal as your firms Qualifications Package. Complete the following information exactly as shown including numbering and tabbing sections. This information is vital for the City to rate your firm, as your evaluation and ranking will be based on the information supplied below along with any other information required by the City.

TAB #1 Insert Proposer's Qualification Statement (Attachment "A")

TAB #2 Statement of Capabilities:
Provide a statement that addresses why the specific Proposer would be in the best posture to deliver the required services. (Limit to one (1) page.)

TAB #3 Cost Schedule:
A breakdown of cost per hour for delivery of services based on the schedule shown for the City of West Park route in Exhibit "A". The proposed cost per hour must be inclusive of all costs including all maintenance costs, all fuel costs, all personnel costs including training (sufficient drivers must be provided to insure uninterrupted service), all insurance costs, and provision of a spare vehicle in the event of a mechanical or other failure.

Please submit an hourly rate for additional hourly services specifying bus/van services.

TAB #4 Financial Statement:
Provide the most recent certified business financial statements as of a date not earlier that the end of the Proposer's preceding official tax accounting period, together with a statement in writing, signed by a duly authorized representative, stating that the present financial condition is materially the same as that shown on the balance sheet and income statement submitted, or with an explanation for a material change in the financial condition.

TAB #5 Communication System:
A description of the radio system or communication dispatch system which will be used to coordinate the operation of the buses.

TAB #6 Specific related experience of the firm. List similar contracts awarded in South Florida from government entities including:

- The name of the entity for which the work was performed
- A brief description of the scope of the project
- Amount of contract broken down on a per hour basis, and name of contact person with the entity
- A current telephone number of the person who can knowledgeably discuss your firm's role and performance in the project

TAB #7 Key Staffing:
Resumes of key personnel who will actually be assigned to the contract and describing their role

TAB #8 Dispute Resolution:
The Proposer shall provide to the City a method by which complaints will be recorded daily and shall send a monthly report detailing the complaints and the disposition of the complaints. Proposer shall include a sample complaint form with this bid.

TAB #9 Attachments: Documents that provide evidence of capability to provide the services required: This evidence should address the various conditions required in the agreement with Broward County such as certifying compliance as a Drug-Free Workplace, providing drug and alcohol testing, maintaining records of information and data in the format prescribed by Broward County and furnishing such records to the City of West Park and Broward County on a monthly basis, and providing training for properly licensed operators.

Insert Proposer's Qualifications Statement, Attachment "A", Non-Collusive Affidavit (Attachment "B"), Drug Free Workplace Affidavit (Attachment "C"), Certificate of Compliance with the US Dept of Transportation and the Federal Transit Administration (Attachment "D"), Signature Page (Attachment "E").

Please note that the attachments in Tab#9 require signatures.

ATTACHMENT "A"
PROPOSER'S QUALIFICATIONS STATEMENT

Proposer shall furnish the following information. Failure to comply with this requirement will render Bid non-responsive and shall cause its rejection. Additional sheets shall be attached as required.

Proposer's Name and Principal Address:

_____

_____

_____

Contact Person's Name and Title: _____

Proposer's Telephone and Fax Number: _____

Proposer's Email Address: _____

Proposer's License Number: _____
(Please attach certificate of competency and/or state registration.)

Proposer's Federal Identification Number: _____

Number of years your organization has been in business, in this type of work: _____

Names and titles of all officers, partners or individuals doing business under trade name:

_____

_____

_____

_____

The business is a: Sole Proprietorship Partnership Corporation

Have you ever failed to complete contract work awarded to you. If so, when, where and why?

_____

_____

Have you personally inspected the proposed assignment and do you have a complete plan for its performance?

_____

Will you subcontract any part of this Contract? If so, give details including a list of each sub-Proposer(s) that will perform work in excess of ten percent (10%) of the contract amount and the work that will be performed by each subcontractor(s).

_____

_____

The foregoing list of subcontractor(s) may not be amended after award of the contract without the prior written approval of the Contract Administrator, whose approval shall not be reasonably withheld.

List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Proposer, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description the disposition of each such petition.

List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Proposer or its predecessor organizations(s) during the last (5) years. The list shall include all case names; case, arbitration or hearing identification numbers; the name of the project over which the dispute arose; and a description of the subject matter of the dispute.

List and describe all criminal proceedings or hearings concerning business related offenses in which the Proposer, its principals or officers or predecessor organization(s) were defendants.

Has the Proposer, its principals, officers or predecessor organization(s) been CONVICTED OF A Public Entity Crime, debarred or suspended from bidding by any government during the last five (5) years? If so, provide details.

CLIENT REFERENCE LISTING

Please list five (5) government agencies and/or private firms with whom you have done business during the last five years:

Your Company Name: _____
Address: _____
City, State & Zip: _____
Phone/Fax: _____
Email: _____

Agency/Firm Name: _____
Address: _____
City, State, Zip: _____
Phone/Fax: _____
Email: _____

Agency/Firm Name: _____
Address: _____
City, State, Zip: _____
Phone/Fax: _____
Email: _____

Agency/Firm Name: _____
Address: _____
City, State, Zip: _____
Phone/Fax: _____
Email: _____

Agency/Firm Name: _____
Address: _____
City, State, Zip: _____
Phone/Fax: _____
Email: _____

Agency/Firm Name: _____
Address: _____
City, State, Zip: _____
Phone/Fax: _____
Email: _____

I UNDERSTAND THAT ALL INFORMATION LISTED ABOVE MAY BE CHECKED BY THE CITY OF WEST PARK AND I AUTHORIZE ALL ENTITIES OR PERSONS LISTED ABOVE TO ANSWER ANY AND ALL QUESTIONS. I HEREBY INDEMNIFY THE CITY OF WEST PARK AND THE PERSONS AND ENTITIES LISTED ABOVE AND HOLD THEM HARMLESS FROM ANY CLAIM ARISING FROM SUCH AUTHORIZATION OR THE EXERCISE THEREOF, INCLUDING THE DISSEMENATION OF INFORMATION PURSUANT THERETO.

The Proposer acknowledges and understands that the information contained in response to this Qualification Statement shall be relied upon by City in awarding the contract and such information is warranted by Proposer to be true. The discovery of any omission or misstatement that materially affects the Proposer's qualifications to perform under the contract shall cause the City to reject the Bid, and if after the award, to cancel and terminate the award and/or contract.

_____
(Name)

By_____
(Signature)

ATTACHMENT "B"
NON-COLLUSIVE AFFIDAVIT

STATE OF _____

COUNTY OF _____

_____ being first duly sworn, deposes and says that:

Proposer is the _____ _____ _ _____

(Owner, Partner, Officer, Representative or Agent

Propose is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

Such Bid is genuine and is not a collusive or sham Bid;

Neither the said Proposer nor any of its officers, partners, owners, agents, representative, employees or parties in interest, including this affidavit, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communications, or conference with any Proposer, firm, or person to fix the price or prices in the attached Bid or any other Proposer, or to fix any overhead, profit, or cost element of the Bid Price or the Bid Price of any other Proposer, or to secure through any collusion conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Contract;

The price of items quoted in the attached Bid are fair and proper and are not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit.

By _____

Subscribed and sworn to before me this _____ day of _____, 20___.

_____
Notary Public (Signature)

My Commission Expires: _____

ATTACHMENT "C"
CONFIRMATION OF DRUG-FREE WORKPLACE

In order to have a drug-free workplace program, a business shall:

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 prohibitions.

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 employee 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 contenders to, any violation of Chapter 893 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 the 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.

A signed copy of your Drug-Free Workplace Policy must be attached to this signed copy and submitted with the Bid Documents.

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

_____
Vendor's Signature

ATTACHMENT "D"

CERTIFICATE OF FEDERAL TRANSIT ADMINISTRATION (FTA) COMPLIANCE

TO: **City Clerk**
City of West Park
1965 South State Road 7
West Park, FL 33023

I,_____,_____, certify that _____
(Name) *(Title)* *(Name of Company)*
Had established and implemented an anti-drug and alcohol misuse prevention program in accordance with the terms of Federal Transit Administration (FTA) regulation 49 CFR Part 655. I further certify that employee training conducted under this program meets the requirements of this regulation.

_____,__20__ _____
(Date) *(Signature)*

STATE OF FLORIDA

COUNTY OF _____

Sworn to and subscribed before me on this _____ day of _____, 20__

by _____ who is personally known to me or who has presented the following type of identification: _____.

_____
Signature of Notary Public, State of Florida

_____
Notary seal (stamped in black ink)
OR
Printed, typed or stamped name of Notary and Commission Number

ATTACHMENT "E"
SIGNATURE PAGE

The undersigned attests to his (her, their) authority to submit this Submittal and to bind the firm(s) herein named to perform as per agreement. Further, by signature, the undersigned attests to the following:

1. The Proposer is financially solvent and sufficiently experienced and competent to perform all of the work required of the Proposer in the Contract;

2. The facts stated in the Proposer's response pursuant to Request for Submittals, instructions to Proposer and Specifications are true and correct in all respects;

3. The Proposer has read and complied with, and submits their proposal agreeing to all of the requirements, terms and conditions as set forth in the Request for Proposals, sections 1-13.

4. The Proposer warrants all materials supplied by it are delivered to the City of West Park, Florida, free from any security interest, and other lien, and that the Proposer is a lawful owner having the right to supply the same and will defend the conveyance to the City of West Park, Florida, against all persons claiming the whole or any part thereof.

5. Proposer understands that if a team is short listed and selected to make oral presentations to the selection committee and/or City, only the team members evaluated in the written submissions may present at the oral presentations. Any changes to the team at the oral presentations will result in that team's disqualification.

6. The undersigned certifies that if the firm is selected by the City the firm will negotiate in good faith to establish an agreement.

7. Proposer understands that all information listed above may be checked by the City of West Park and Proposer authorizes all entities or persons listed above to answer any and all questions. Proposer hereby indemnifies the City of West Park and the persons and entitles listed above and holds them harmless from any claim arising from such authorization or the exercise thereof, including the dissemination of information pursuant thereto.

Submitted on this __ day of _____, 20__.

(If an individual, partnership, or non-incorporated organization)

Witness _____

_____
Printed

_____
Title

Company _____

_____
By

_____
Printed Name, Title

(If a corporation, affix seal)

_____
Company

_____
By

_____
Printed Name, Title

Attested by Secretary

Incorporated under the laws of the State of _____.

CERTIFICATE

(FOR PARTNERSHIP)

I HEREBY CERTIFY that a meeting of the partners of _____, a Partnership under the laws of the State of _____ held on _____, 20____, the following resolution was duly passed and adopted:

"RESOLVED, that _____ as _____

of the Partnership, is hereby authorized to execute the Bid Form dated _____, 20_____, between the City of West Park, Florida,

and this Partnership, and that the execution thereof, attested by the _____ of the Partnership be the official act and deed of this Partnership."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this ___ day of _____, 20___.

_____
(Signature)

_____
(Title)

STATE OF FLORIDA

COUNTY OF _____

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

by _____ who is personally known to me or who has presented the following type of identification: _____.

_____
Signature of Notary Public, State of Florida

_____
Notary seal (stamped in black ink)
OR
Printed, typed or stamped name of Notary and Commission Number

CERTIFICATE
(For Corporation)

I HEREBY CERTIFY that a meeting of the Board of Directors of _____, a corporation under the laws of the State of _____ held on _____, 20 ___, the following resolution was duly passed and adopted:

"RESOLVED, that _____, as _____ of the Corporation, is hereby authorized to execute the Bid Form dated _____, 20____, between the City of West Park, Florida, and this Corporation, and that the execution thereof, attested by the Secretary of the Corporation and with corporate seal affixed, shall be the official act and deed of this Corporation".

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this ___ day of _____, 20___.

_____
Secretary

STATE OF FLORIDA

COUNTY OF _____

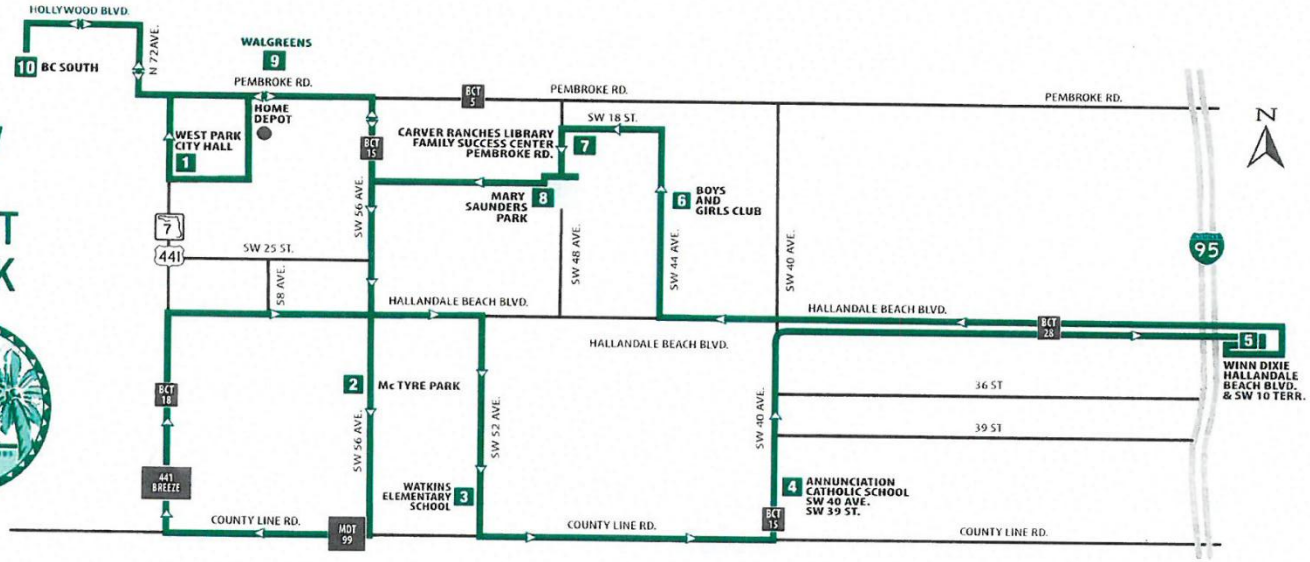
Sworn to and subscribed before me on this _____ day of _____, 20____ by _____ who is personally known to me or who has presented the following type of identification: _____.

_____
Signature of Notary Public, State of Florida

_____
Notary seal (stamped in black ink)
OR
Printed, typed or stamped name of Notary and Commission Number

Exhibit "A"

City of WEST PARK



WEST PARK CITY HALL	MC TYRE PARK	WATKINS ELEMENTARY SCHOOL	SW 40 AVE & SW 39 ST/ ANNUNCIATION CATHOLIC SCHOOL	WINN-DIXIE HALLANDALE BEACH BLVD. & SW 10 TERR.	BOYS AND GIRLS CLUB	CARVER LIBRARY AND SAUNDERS PARK	MARY SAUNDERS PARK	WALGREEN PEMBROKE RD	BROWARD COLLEGE SOUTH CAMPUS	WEST PARK CITY HALL
1	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**	**10**	**1**
7:00a	7:07a	7:16a	7:19a	7:25a	7:32a	7:34a	7:36a	7:42a	7:51a	8:00a
8:00a	8:07a	8:16a	8:19a	8:25a	8:32a	8:34a	8:36a	8:42a	8:51a	9:00a
3:00p	**3:07p**	**3:16p**	**3:19p**	**3:25p**	**3:32p**	**3:34p**	**3:36p**	**3:42p**	**3:51p**	**4:00p**
4:07p	**4:14p**	**4:23p**	**4:26p**	**4:32p**	**4:39p**	**4:41p**	**4:43p**	**4:49p**	**4:58p**	**5:07p**
5:12p	**5:19p**	**5:28p**	**5:31p**	**5:37p**	**5:44p**	**5:46p**	**5:48p**	**5:54p**	**6:03p**	**6:12p**

BOLD type indicates PM hours

Exhibit “B”

INTERLOCAL AGREEMENT

BETWEEN

BROWARD COUNTY

and

CITY OF WEST PARK

for

COMMUNITY BUS SERVICE

INTERLOCAL AGREEMENT

BETWEEN

BROWARD COUNTY

and

CITY OF WEST PARK

for

COMMUNITY BUS SERVICE

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

AND

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

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

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

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

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

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

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

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

ARTICLE 1
DEFINITIONS AND IDENTIFICATIONS

1.1 ADA - American with Disabilities Act of 1990, 42 USC Sections 12101 et seq. and the implementing regulations found in 29 CFR Parts 1630, 1602; 28 CFR Part 35, 49 CFR Parts 27,37,38, 28 CFR Part 36, and 47 CFR Sections 64.601 et seq.

1.2 Agreement - means this document, Articles 1 through 10, inclusive. Other terms and conditions are included in the exhibits and documents that are expressly incorporated by reference.

1.3 Board - The Broward County Board of County Commissioners.

1.4 BCT - The Broward County Transit Division.

1.5 Contract Administrator - The Broward County Administrator, the Director of the Broward County Transportation Department, or designee of such County Administrator or Director. The primary responsibilities of the Contract Administrator are to coordinate and communicate with CITY and to manage and supervise execution and completion of the Scope of Services and the terms and conditions of this Agreement as set forth herein. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely on the instructions or determinations made by the Contract Administrator; provided, however, that such instructions and determinations do not change the Scope of Services.

1.6 County Administrator - The administrative head of COUNTY pursuant to Sections 3.02 and 3.03 of the Broward County Charter.

1.7 County Attorney - The chief legal counsel for COUNTY who directs and supervises the Office of the County Attorney pursuant to Section 2.10 of the Broward County Charter.

1.8 Emergency Service - Emergency Service shall mean service scheduled at the direction of COUNTY during periods of adverse weather or other emergency conditions as determined by COUNTY including, but not limited to, inclement weather, hurricane, earthquake, fire, flood, cloudburst, cyclone, or other natural phenomenon of a severe and unusual nature, act of a public enemy, epidemic, quarantine, restriction, embargo, or other periods of extreme or catastrophic events.

1.9 Vehicle(s) - The wheelchair accessible, passenger Vehicle(s), as described in Exhibit "E."

ARTICLE 2
SCOPE OF SERVICES TO BE PROVIDED BY CITY

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

The services to be provided shall include the following:

2.1.1 Service shall be provided a minimum of twenty four (24) hours a week to certain locations and at scheduled intervals as listed on the attached Exhibit "A." CITY acknowledges and agrees that it shall not deviate or make changes to the service routes established in Exhibit "A," including but not limited to a decrease or increase in revenue service hours, without the prior written consent of Contract Administrator. CITY further acknowledges and agrees that compensation under this Agreement is as set forth in Section 5.1, and COUNTY shall not compensate CITY for any deviations or changes from the service routes established in Exhibit "A" without the prior written consent of Contract Administrator.

2.1.2 If CITY determines a fare to be appropriate prior to beginning service under the terms of this Agreement, CITY may institute such fare; provided, however, that such fare shall never exceed one-half (1/2) of the fixed-route, full adult COUNTY fare. A public hearing shall be held by the CITY prior to the institution of any proposed fare or fare increase. COUNTY must approve, in writing, the imposition of a fare prior to implementation by CITY.

2.1.3 CITY, in compliance with the provisions of 49 USC Section 5307(d)(I), shall hold a public hearing before its City Commission as follows:

(1) Prior to the implementation or change in fares.
(2) Prior to any change in service affecting twenty-five percent (25%) or more to the route miles, when calculated on total route miles or on daily revenue miles.
(3) Prior to establishing a new transit route.
(4) Prior to discontinuing any transit route in its entirety.

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

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

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

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

2.1.4 CITY shall provide COUNTY with the notice and minutes of all public hearings held to satisfy the requirements of 49 USC Section 5307(d)(1)(I).

2.1.5 It shall be the responsibility of CITY to obtain any necessary permission to access or encroach upon any private property for use as an origin and/or destination associated with this Agreement.

2.1.6 Within six (6) months after the start of service, CITY shall maintain a minimum average of 7.1 passengers per revenue service hour per vehicle operated by CITY. It is understood and agreed between COUNTY and CITY that CITY's failure, to maintain a minimum average of 7.1 passengers per revenue service hour, per vehicle, during any six (6) month period shall constitute a breach of this Agreement, entitling COUNTY to immediately terminate the same in accordance with the terms hereof and shall entitle COUNTY to pursue any and all other remedies provided under this Agreement or any remedies available to COUNTY at law or in equity. CITY shall be paid for services properly performed under the Agreement through the termination date specified in the written notice of termination. CITY shall return any and all funds paid in advance to CITY for services that were not performed prior to the date specified in the written notice of termination. CITY shall return the funds within ten (10) days of receipt by CITY of the notice of termination.

2.1.7 Vehicle(s) shall be operated by properly licensed operators (Florida Commercial Driver's License minimum Class C with a passenger endorsement or, if air-brakes are applicable, a Florida Commercial Driver's License Class B with a passenger endorsement) employed by CITY or its contractors. These employees shall provide full utilization of Vehicle(s) to disabled passengers. CITY or its contractor shall obtain driving and criminal background checks for all operators from the State of Florida Department of Law Enforcement or other sources approved by Contract Administrator. CITY and/or its contractor shall require its operators performing the services hereunder to notify CITY within 24 hours of any conviction for any traffic violation (except parking).

2.1.8 CITY, or its third party contractor, shall not permit any driver to operate a Vehicle provided herein whose driving record, as compiled by the Department of Motor Vehicles of the State of Florida, does not meet the following criteria:

(a) Driver must have been a licensed driver for at least three (3) years (Time spent driving on a learner's permit does not count towards this requirement).

(b) No more than one (1) moving violation in the past three (3) years.

(c) No AT-FAULT accidents in the last three (3) years.

(d) No Failures to Appear or Failures to Pay in the last three (3) years.

(e) No Reckless Driving within the last seven (7) years.

(f) No Driving Under the Influence within the last seven (7) years. Two convictions (lifetime) for DUI is an automatic disqualification.

(g) No suspensions within the last three (3) years (one suspension for PIP permitted).

(h) No Manslaughter resulting from the operation of a motor vehicle.

(i) No Hit-Run or Hit-Run Property Damage.

(j) No Reckless Driving causing injury.

(k) No Driving Under the Influence causing injury.

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

2.1.9 Florida Commercial Driver's License operators hired by CITY or its contractors shall issue COUNTY bus route timetables or other transit information to any passenger requesting such material.

2.1.10 Insofar as possible, scheduled service shall be coordinated with existing COUNTY bus service. It is the intent of the parties that CITY's scheduled service shall not duplicate existing COUNTY bus service.

2.1.11 CITY shall maintain the Vehicle(s) provided to it by COUNTY in accordance with manufacturer's standards and keep Vehicle(s) in reasonable condition at all times.

2.1.12 CITY while providing the community bus activities addressed herein shall comply, and assures the compliance of any third party contractor, with the applicable laws and regulations relating to nondiscrimination on the basis of disability:

1. Section 504 of the Rehabilitation Act of 1973, as amended (Section 504), 29 U.S. C. Section 794 prohibits discrimination on the basis of disability by recipients of Federal financial assistance.

2. The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 et seq., prohibits discrimination against qualified individuals with disabilities in all programs, activities, and services of public entities, as well as imposes specific requirements on public and private providers of transportation.

3. DOT Public Transportation Regulations implementing Section 504 and the ADA. These regulations include DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 CFR Part 27, DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37, and Architectural and Transportation Barriers Compliance Board (ATBCB)/DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 CFR Part 1192 and 49 CFR Part 38, all as currently enacted or as may be amended from time to time.

2.1.13 In accordance with Broward County Ordinance 92-8, CITY certifies by means of Exhibit "B," which is attached hereto and incorporated herein by reference as if set forth in full herein, that it will have a Drug-Free Workplace Program. In the event CITY contracts with a third party to perform the services addressed herein, such contractor shall comply with COUNTY's Drug-Free Workplace Program requirements.

2.1.14 CITY agrees to participate in BCT's drug and alcohol testing program, or establish and implement subject to BCT review and approval, its own drug and alcohol testing program that complies with 49 CFR Part 655. In the event CITY subcontracts all or part of the community bus services to a third party, a similar requirement including review and approval by Contract Administrator must be included in any subsequent agreement. CITY further agrees to certify, prior to the commencement of services under this Agreement and annually thereafter, compliance with current Federal Transit regulations to the BCT Director (a model format for certifying compliance is attached as Exhibit "D").

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

2.1.16 CITY agrees that throughout the term of this Agreement the Broward County Board of County Commissioners' official logo(s) and COUNTY-assigned identification number shall be conspicuously displayed on the rear of the Vehicle(s) at all times.

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

Immediately:

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

Monthly by the seventh (7) business day of each month:
Ridership report (# of passengers, revenue miles, Vehicle miles, per Vehicle)

Current roster of drivers

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

Fuel usage for revenue service Vehicles in gallons

Complaint summary as required in Article 3 herein

Yearly:

Vehicle inventory and mileage on each Vehicle

Current insurance certificate in accordance with COUNTY requirements

National Transit Database Operating Expenses Summary Form

Safety Certification to COUNTY no later than February 15th annually for the prior calendar year period. The certification shall attest to compliance with the adopted System Safety Security Program Plan (SPP), and the performance of safety inspections on all Vehicles operated by CITY or its contractors. The Safety Certifications shall comply with the standards set forth in Rule14-90, Florida Administrate Code, Equipment and Operation Safety Standards for Bus Transit Systems as currently in enacted or as may be amended from time to time.

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

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

a. transfer points with other fixed-routes; and
b. other major intersections and destination points; and
c. intervals along a route to orient individuals with visual impairments or other disabilities to his or her location, especially if there is a long distance between other announcements; and

d. any stop requested by a passenger with a disability, even if it does not meet any of the other criteria for announcement.

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

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

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

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

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

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

2.2.1 CITY shall maintain all Vehicle(s) and equipment in accordance with a preventive maintenance schedule from the Vehicle manufacturer (Scheduled Maintenance Guide). CITY shall conduct and document pre-trip and post-trip/Bus Defect Vehicle inspections each day and shall utilize the form attached hereto attached hereto as Exhibit "G." In addition, CITY shall perform all necessary maintenance to ensure the continued and safe operation of all Vehicle(s).

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

2.2.3 CITY agrees to allow such on-board surveys and/or inspections as may be requested by COUNTY. COUNTY shall have the right to inspect the Vehicle(s) during CITY's regular hours or at any time in case of emergency to determine whether CITY has complied with and is complying with the terms and conditions of this Agreement. COUNTY may, at its discretion, require CITY to effect repairs.

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

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

(a) CITY shall notify Contract Administrator within two (2) hours of the occurrence and provide a full incident report of any Major Incident involving a transit Vehicle. A Major Incident involves one of the following conditions:

- A fatality due to an incident which shall include suicides, but does not include deaths by natural causes, or death not associated with an incident
- Injuries requiring immediate medical attention away from the scene for one or more persons
- Total property damage is equal to or in excess of $25,000.00
- An evacuation due to life safety reasons

(b) A summary report of all Non-Major Incidents involving a transit Vehicle. A Non-Major Incident involves one of the following conditions:

- Where one person is transported for off-site medical care
- Total property damage is equal to or in excess of $7,500.00, but less than $25,000.00
- All non-arson fires not qualifying as Major Incidents
- All crimes aboard transit Vehicle(s) and resulting arrests.

2.5 Minimum Standards. CITY agrees to comply with the following minimum standards:

(a) CITY, as a contracted public transit provider, shall comply with the requirements of Rule 14-90, "Equipment and Operation Safety Standards for Bus Transit Systems" Florida Administrative Code, as currently enacted or as may be amended from time to time, (Rule 14-90).

(b) CITY agrees to comply with the following minimum standards:

(1) Develop and adopt a System Safety Program Plan (SSPP) and Security Program Plan (SPP) that complies, with the safety standards set forth in Rule 14-90.

(2) Make the SSPP and SPP available for review and/or inspection at least annually and upon request of COUNTY.

(3) Permit inspections, safety and security review by COUNTY and/ or the state of Florida.

(4) Comply with CITY's adopted SSPP and ensure that safety inspections have been performed no less than annually on all Vehicle(s) operated pursuant to the provisions of this Agreement by person meeting the requirements of Rule 14-90.

(5) All Vehicle(s) shall be kept clean and orderly during all times of active service.

(6) All accidents shall be reported immediately to the police.

(7) Vehicle(s) shall not be operated if the top or interior lights or the headlights or taillights are not functioning properly. Likewise, a Vehicle shall not be driven unless the brakes, steering mechanism, tires, horn, windshield wipers, and side and rearview mirrors are in good working order.

(8) Advertising, if allowed by COUNTY on any Vehicle, shall not obstruct the driver's view and shall not obstruct the Vehicle's top lights or other lights. No Vehicle shall have within it, or on its exterior, any sign which encourages, advertises for, or otherwise solicits tips.

(9) All Vehicle(s) shall be equipped with rearview mirror and side mirrors on driver's and passenger's side.

(10) Speedometer shall be properly installed, in good working order, and exposed to the view of both the driver and the passenger(s).

(11) The interior of the Vehicle(s) shall be clean, sanitary, free from torn or damaged upholstery or floor coverings and from damages or broken seats.

(12) Door hinges and latches shall be in good mechanical working order and all doors shall operate easily and close securely.

(13) Vehicle(s) shall be structurally sound and operate with a minimum of noise, vibration, and visible exhaust fumes.

(14) The body, fenders, doors trim and grill of the Vehicle(s) shall be free from cracks, breaks and dents, and painted.

(15) Vision shall be unobstructed on all four (4) sides of the Vehicle(s).

SERVICES TO BE PROVIDED BY COUNTY

2.6 EQUIPMENT

2.6.1 COUNTY shall lease to CITY three (3) wheelchair accessible, passenger Vehicle(s), as described on Exhibit "E" to be used in regular route service as set forth in Exhibit "A." Such Vehicle(s) shall comply with the Americans with Disabilities Act of 1990 and all applicable federal and state regulations. These Vehicle(s) shall be leased to CITY for Ten Dollars ($10.00) per Vehicle, per year. Prior to the acceptance of the Vehicle(s) by CITY, CITY at its own cost shall have the right to inspect, or cause to be inspected, the Vehicle(s) by a mechanic designated by CITY.

2.6.2 Vehicle(s) used by CITY, or its subcontractor, to provide services pursuant to this Agreement, shall be equipped with bicycle racks or similar device used to transport non-motorized bicycles.

2.6.3 COUNTY shall provide the manufacturers' warranties and maintenance shop manuals to CITY.

2.6.4 COUNTY shall provide CITY with sufficient bus stop signs and sign posts to cover the route described in Exhibit "A." Bus stop sign installation shall be the responsibility of CITY and must comply with Roadway and Traffic Design Standards Index #11865, published by the Florida Department of Transportation. In the event, CITY desires to supply its own signage at its own expense such signage must be approved by COUNTY.

2.6.5 COUNTY, in its sole discretion, acting through its Contract Administrator, may authorize a replacement Vehicle(s). In the event that a Vehicle(s) is replaced, Exhibit "E" shall be updated. CITY's use of any replacement Vehicle(s) shall be subject to all terms and conditions of this Agreement.

2.7 TECHNICAL ASSISTANCE

2.7.1 COUNTY shall provide Florida Commercial Driver's License operators hired by CITY or its contractors with training in passenger relations, rules of the road, and transit system information. All Florida Commercial Driver's License operators shall be required to attend and successfully complete COUNTY's training

program prior to operating the Vehicle(s) addressed herein. This requirement shall extend to any and all Florida Commercial Driver's License operators employed at any time during the term of this Agreement. In the event training is not available, Contract Administrator may provide a written extension, not to exceed sixty (60) days from the date the driver begins operating the Vehicle(s), for Florida Commercial Driver's License operators to attend and complete COUNTY's training.

2.7.2 COUNTY shall assist CITY staff with any aspect of planning and scheduling of public transit routing that CITY might request.

2.7.3 COUNTY shall print and provide CITY with bus route timetables sufficient to inform CITY residents and passengers of service made available as described in Exhibit "A" or any modification thereto.

2.8 CITY acknowledges and agrees that Contract Administrator, unless specifically authorized herein, has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement.

2.9 EMERGENCY SERVICE.

2.9.1 In addition to the scheduled community bus service as set forth in Exhibit "A," CITY, upon direction of BCT, may be required to provide Emergency Service. Emergency Service may include, but shall not be limited to, evacuation and reverse evacuation transportation for individuals, as well as any other transportation deemed necessary by COUNTY staff. The parties agree that extreme conditions or catastrophic events may not affect the operations of all cities equally and at COUNTY's discretion, COUNTY may require CITY to authorize the use of Vehicle(s) leased to CITY herein by any other city that that has an agreement with COUNTY for Community Bus Service. CITY shall not be entitled to any compensation for the use of any Vehicle that is utilized by another CITY as set forth above. Fares shall not be collected from passengers during Emergency Service.

2.9.2 Suspension of Operations: CITY may suspend all or a portion of service when said performance is made impossible by inclement weather, hurricane, earthquake, fire, flood, cloudburst, cyclone, or other natural phenomenon of a severe and unusual nature, act of a public enemy, epidemic, quarantine, restriction, embargo, or any other unforeseeable cause beyond control of CITY or its contractor. CITY shall request verbal or written approval of COUNTY prior to suspending operations.

2.9.3 Emergency Response Plan: CITY shall have a plan, updated on an annual basis, to maintain operations during the occurrence of emergencies such as, but not limited to, natural disasters and acts of terrorism. Plans for backup

telecommunications such as cellular phones, backup generators and backup fuel sources and other alternatives shall be detailed in a written plan and submitted to COUNTY thirty (30) days from the effective date of this Agreement.

2.10 ADVERTISING

2.10.1 CITY shall not place advertisements of any kind or nature on any Vehicle(s) without the prior written approval of Contract Administrator. In the event that advertisements are allowed, all advertising shall conform to the Broward County Transit Division Advertising Guidelines and Regulations, as currently enacted or as may be amended from time to time. Additionally, CITY, subject to approval of Contract Administrator, may obtain advertising services pursuant to the terms and conditions of the agreement between Broward County and Direct Media, Inc. for Transit Advertising Program dated April 28, 2009.

ARTICLE 3
COMPLAINTS

3.1 CITY shall respond to complaints regarding the quality of service brought by patrons or by COUNTY on its own initiative or otherwise. Such response shall be provided by CITY verbally within two (2) calendar days of complaint and in writing within five (5) calendar days. CITY shall copy Contract Administrator on all correspondence. At the request of COUNTY, CITY shall meet with Contract Administrator to review any complaints or concerns and to promptly correct any deficiencies. Contract Administrator's determination as to quality of operation or services shall be conclusive, and curative measures shall be implemented by CITY as expeditiously as possible.

3.1.1 CITY shall be required to resolve all written and oral complaints received from the public or COUNTY. CITY shall be required to conduct the necessary investigation, impose disciplinary action on employees where appropriate and respond in writing to each complainant with the results of such investigation and/or disciplinary action. Copies of all such correspondence shall be provided to Contract Administrator on a weekly basis.

3.1.2 CITY shall submit a monthly report to Contract Administrator summarizing complaints and damage or other claims received during the preceding month as well as the resolution, if known, of such matters. In addition, CITY shall prepare and furnish such other reports as Contract Administrator may, from time to time, require.

ARTICLE 4
TERM AND TIME OF PERFORMANCE

4.1 The term of this Agreement shall begin on the date it is fully executed by both parties and shall end on September 30, 2012; the term may be extended for up to two (2)

additional one (1) year periods upon written approval of Contract Administrator ninety days prior to the expiration date of the current term. If the term of this Agreement extends beyond a single fiscal year of COUNTY, the continuation of this Agreement beyond the end of any fiscal year shall be subject to the availability of funds from COUNTY in accordance with Chapter 129, Florida Statutes.

4.2 Prior to beginning the performance of any services under this Agreement, CITY must receive a Notice to Proceed from Contract Administrator.

ARTICLE 5
FINANCIAL ASSISTANCE

5.1 COUNTY agrees to pay CITY Fifteen Dollars ($15.00) per revenue service hour, per vehicle in revenue service under the terms of this Agreement, during the term of this Agreement. CITY shall submit its vehicle revenue service hour calculations on the form and pursuant to instructions prescribed by Contract Administrator as set forth in Exhibit "F" attached hereto and made a part hereof. The funds addressed herein shall be used by CITY solely for the purpose of maintaining, operating, and properly equipping the vehicle(s) and for no other purpose. On the effective date of this Agreement, COUNTY shall pay CITY, in advance, the anticipated amount due through the first quarter. All payments for subsequent quarters, if applicable, shall be paid in advance on a quarterly basis.

5.1.1 Advance payments made by COUNTY to CITY for any quarter based on projected revenue service hours will be adjusted by COUNTY in future quarterly payments based on the actual revenue hours achieved.

5.2 The name of the official payee to whom COUNTY shall issue checks shall be the CITY OF WEST PARK.

5.3 METHOD OF BILLING AND PAYMENT

5.3.1 CITY shall submit invoices for compensation, in advance, on a quarterly basis. To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and include a list of all Florida commercial licensed drivers, including drivers' license numbers, for each individual permitted to operate the Vehicle(s) under this Agreement. Each invoice must be submitted on the form and pursuant to instructions prescribed by Contract Administrator as set forth in Exhibit "F" attached hereto and made a part hereof.

ARTICLE 6
CHANGES IN SCOPE OF SERVICES

6.1 Except for those changes permitted in Section 2.1 herein, any change to the Scope of Services must be accomplished by a written amendment, executed by the parties in accordance with Section 10.16 below.

6.2 Any appreciable changes in the level of services, as determined by Contract Administrator's sole discretion, to be provided by CITY as set forth herein shall only be implemented after COUNTY and CITY have entered into a modified agreement describing the changed services. Nothing in this Agreement precludes the possibility of COUNTY once again providing public transportation services if ridership levels warrant expanded service.

6.3 The parties agree to renegotiate this Agreement if applicable federal, state, or local laws or revisions of said laws make changes in the Agreement necessary or desirable, as determined by Contract Administrator.

ARTICLE 7
INDEMNIFICATION / GOVERNMENTAL IMMUNITY

7.1 Nothing herein is intended to serve as a waiver of sovereign immunity by any party nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. CITY is a state agency or political subdivision as defined in Chapter 768.28, Florida Statutes, and agrees to be fully responsible for the acts and omissions of its agents or employees to the extent permitted by law.

ARTICLE 8
INSURANCE

8.1 The parties hereto acknowledge that CITY is an entity subject to Section 768.28, Florida Statutes, and CITY shall furnish Contract Administrator with written verification of liability protection in accordance with state law prior to final execution of said agreement. CITY shall institute and maintain a fiscally sound and prudent risk management program with regard to its obligations under this Agreement in accordance with the provisions of Section 768.28, Florida Statutes.

8.2 If CITY contracts with a third party to provide the transportation service addressed herein, any contract with such third party shall include the following provisions:

Indemnification: CITY's contractor shall at all times hereafter indemnify, hold harmless and, at County Attorney's option, defend or pay for an attorney selected by the County Attorney to defend COUNTY, its officers, agents, servants, and employees from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any kind, including attorney fees, court costs, and expenses, caused or

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

Insurance: CITY's contractor shall at all times during the term of this Agreement keep and maintain in full force and effect, at contractor's sole cost and expense, insurance of the types and amounts as set forth on Exhibit "C," a copy of which is attached hereto and incorporated herein by reference as if set forth in full, and shall name COUNTY as an additional insured.

Provisions Applicable to Insurance: At or prior to the commencement of CITY's performance pursuant to the provisions of any agreement with CITY involving the Vehicle(s) provided hereunder, CITY shall deliver the original certificate of insurance required herein to COUNTY. CITY shall pay the premiums for all insurance required by this Agreement. CITY shall cause all policies of insurance required by this Agreement to be renewed from time to time so that at all times the insurance protection required by this Agreement shall continuously exist. The policy shall not be canceled or materially changed without the giving of at least thirty (30) days' prior written notice thereof to COUNTY, and in such event, a policy pursuant to the above terms must be substituted.

ARTICLE 9
TERMINATION

9.1 This Agreement may be terminated for cause by action of the Board or by CITY upon thirty (30) days' written notice by the party that elected to terminated, or for convenience by action of Board upon not less than sixty (60) days' written notice by Contract Administrator. This Agreement may also be terminated by Contract Administrator upon such notice as Contract Administrator deems appropriate under the circumstances in the event Contract Administrator determines that termination is necessary to protect the public health, safety, or welfare.

9.2 Termination of this Agreement for cause shall include, but not be limited to, failure to suitably perform the work, failure to continuously perform the work in a manner calculated to meet or accomplish the objectives of COUNTY as set forth in this Agreement, or multiple breach of the provisions of this Agreement notwithstanding whether any such breach was previously waived or cured.

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

9.4 CITY acknowledges and agrees that Ten Dollars ($10.00) of the compensation to be paid by COUNTY, the adequacy of which is hereby acknowledged by CITY, is given as specific consideration to CITY for COUNTY's right to terminate this Agreement for convenience.

9.5 Upon termination of this Agreement for whatever reason, CITY shall return the Vehicle leased herein to COUNTY within seven (7) days of the termination date. CITY shall return the equipment to COUNTY in the condition it was received at the onset of this Agreement, normal wear and tear excepted. CITY's obligation to return the equipment to COUNTY in the condition it was received shall include the removal of any painting or wrapping of the Vehicle for advertisement purposes. Any costs necessary to restore and/or prepare the Vehicle for return to COUNTY shall be the sole responsibility of CITY. COUNTY, through its Maintenance Transit Manager, shall have the right to inspect and to approve the condition of the Vehicle prior to acceptance and should the Maintenance Transit Manager determine that the Vehicle is not in the proper condition, CITY shall at its sole cost and expense remedy any and all deficiencies identified by the Maintenance Transit Manager.

ARTICLE 10
MISCELLANEOUS

10.1 RIGHTS IN DOCUMENTS AND WORK

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

10.2 AUDIT RIGHT AND RETENTION OF RECORDS

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

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

CITY shall, by written contract, require its subcontractors to agree to the requirements and obligations of this Section 10.2.

10.3 EEO COMPLIANCE

CITY shall not unlawfully discriminate on the basis of race, color, national origin, sex, religion, age, marital status, political affiliation, familial status, disability, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement, the solicitation for or purchase of goods or services relating to this Agreement, or in subcontracting work in the performance of this Agreement and shall not otherwise unlawfully discriminate in violation of the Broward County Code, Chapter 16½, as may be amended from time to time. CITY shall include the foregoing or similar language in its contracts with any subcontractors or subconsultants, except that any project assisted by the U.S. Department of Transportation funds shall comply with the non-discrimination requirements in 49 C.F.R. Parts 21 and 26, as amended. Failure to comply with the foregoing requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as COUNTY

deems appropriate.

CITY shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement. CITY shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by COUNTY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, CITY shall take affirmative steps to ensure nondiscrimination in employment against disabled persons.

By execution of this Agreement, CITY represents that it has not been placed on the discriminatory vendor list (as provided in Section 287.134, Florida Statutes, as may be amended from time to time). COUNTY hereby materially relies on such representation in entering into this Agreement. An untrue representation of the foregoing shall entitle COUNTY to terminate this Agreement and recover from CITY all monies paid by COUNTY pursuant to this Agreement, and may result in debarment from COUNTY's competitive procurement activities.

Consistent with the provisions of the Title VI, FTA Circular 4702.1A, CITY, as a grant recipient of FTA assisted funds, CITY shall ensure that transit services and related benefits shall be distributed in an equitable manner with no discrimination on the grounds of race, color, or national origin. Accordingly, CITY shall provide information to the public regarding its Title VI complaint procedures and apprise members of the public of protections against discrimination afforded to them by Title VI, including, but not limited to posting notices on its vehicle(s), website, and bus schedules.

10.4 PUBLIC ENTITY CRIME ACT

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

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

10.5 INDEPENDENT CONTRACTOR

CITY is an independent contractor under this Agreement. Services provided by CITY pursuant to this Agreement shall be subject to the supervision of CITY. In providing such services, neither CITY nor its agents shall act as officers, employees, or agents of COUNTY. No partnership, joint venture, or other joint relationship is created hereby. COUNTY does not extend to CITY or CITY's agents any authority of any kind to bind COUNTY in any respect whatsoever.

10.6 THIRD PARTY BENEFICIARIES

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

10.7 NOTICES

Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

FOR COUNTY:

Director
Broward County Transit Division
3201 West Copans Road
Pompano Beach, FL 33069

FOR CITY:

_____
City of West Park
_____
_____

10.8 ASSIGNMENT AND PERFORMANCE

Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other party. In addition, CITY shall not subcontract any portion of the work required by this Agreement, except as authorized herein. COUNTY may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by CITY of this Agreement or any right or interest herein without COUNTY's written consent.

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

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

10.9 CONFLICTS

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

CITY further agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against COUNTY in any legal or administrative proceeding in which he, she, or CITY is not a party, unless compelled by court process. Further, CITY agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of COUNTY in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude CITY or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

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

10.10 MATERIALITY AND WAIVER OF BREACH

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

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

10.11 COMPLIANCE WITH LAWS

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

10.12 SEVERANCE

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

10.13 JOINT PREPARATION

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

10.14 PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of Articles 1 through 10 of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 10 shall prevail and be given effect.

10.15 JURISDICTION, VENUE, WAIVER OF JURY TRIAL

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

10.16 AMENDMENTS

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

10.17 PRIOR AGREEMENTS

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

10.18 HIPAA COMPLIANCE

It is expressly understood by the parties that COUNTY personnel and/or its agents have access to protected health information (hereinafter known as "PHI") that is subject to the requirements of 45 CFR 164.502 and related regulations. In the event CITY is considered by COUNTY to be a covered entity or business associate and/or is required to comply with the Health Insurance Portability and Accountability Act of 1996 (hereinafter known as "HIPAA"), CITY shall fully protect individually identifiable health information as required by HIPAA and, if requested by COUNTY, shall execute a Business Associate Agreement in the form attached hereto as Exhibit "H" for the purpose of complying with HIPAA. Where required, CITY shall handle and secure such PHI in compliance with HIPAA and its related regulations and, if required by HIPAA or other laws, include in its "Notice of Privacy Practices" notice of CITY's and COUNTY's uses of client's PHI. The requirement to comply with this provision and HIPAA shall survive the expiration or earlier termination of this Agreement. COUNTY hereby

Authorizes the County Administrator to sign Business Associate Agreements on its behalf.

10.19 PAYABLE INTEREST

10.19.1 Payment of Interest. Except as required by the Broward County Prompt Payment Ordinance, COUNTY shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof CITY waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement.

10.19.2. Rate of Interest. In any instance where the prohibition or limitations of Section 10.19.1 are determined to be invalid or unenforceable, the annual rate of interest payable by COUNTY under this Agreement, whether as prejudgment interest or for any other purpose, shall be .025 percent simple interest (uncompounded).

10.20 INCORPORATION BY REFERENCE

The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties. The attached Exhibits A, B, C, D, E, F, G and H are incorporated into and made a part of this Agreement.

10.21 REPRESENTATION OF AUTHORITY

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

10.22 MULTIPLE ORIGINALS

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

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the parties hereto have made and executed this Interlocal Agreement: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the _____ day of _____, 2009, and CITY, signing by and through its

_____, duly authorized to execute same.

COUNTY:

ATTEST:

_____
Broward County Administrator, as
Ex-officio Clerk of the Broward County
Board of County Commissioners

BROWARD COUNTY, by and through
its Board of County Commissioners

By_____
Mayor

____ day of _____, ____.

Insurance requirements
approved by Broward County
Risk Management Division

By _____

Approved as to form by
Office of County Attorney
Broward County, Florida
JEFFREY J. NEWTON, County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-6968

By_____
Sharon V. Thorsen
Senior Assistant County Attorney

INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF WEST PARK FOR USE OF VEHICLES FOR COMMUNITY BUS SERVICE.

CITY:

Approved by Resolution No. _____

Dated _____

ATTEST:

_____
City Clerk

(CORPORATE SEAL)

CITY OF _____

By: _____
City Manager

____ day of _____, 20_____

APPROVED AS TO FORM:

By: _____
City Attorney

EXHIBIT H

BUSINESS ASSOCIATE ADDENDUM TO AGREEMENT BETWEEN
BROWARD COUNTY, FLORIDA
AND
[INSERT COMPANY NAME HERE]
FOR
[INSERT AGREEMENT DESCRIPTION]

This BUSINESS ASSOCIATE ADDENDUM amends the following Agreement by and between Broward County, Florida (hereinafter called "County"), and [INSERT COMPANY NAME HERE] (hereinafter called "Business Associate"), [INSERT COMPANY ADDRESS HERE], for [INSERT AGREEMENT DESCRIPTION HERE]:

[Date of original contract and date of most recent amendment], [hereinafter the “Existing Agreement.”]

IN CONJUNCTION WITH the Existing Agreement, this Business Associate Addendum is made and entered into by and between the County and the Business Associate.

WHEREAS, the County and the Business Associate have previously entered into an Agreement related to the operation of certain activities related to the provision of health care;

WHEREAS, the operation of such programs is subject to the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA);

WHEREAS, the requirements of HIPAA mandate that certain responsibilities of contractors with access to Protected Health Information as defined under HIPAA must be documented through a written agreement;

WHEREAS, the County and the Business Associate desire to comply with the requirements of HIPAA and acknowledge respective responsibilities;

NOW, THEREFORE, the parties enter into this Business Associate Addendum for the consideration set out below, all of which is deemed to be good and sufficient consideration in order to make this Business Associate Addendum a binding legal instrument.

Section 1: Definitions.

All terms used in this Addendum not otherwise defined shall have the meaning as those terms in 45 CFR 164 [hereinafter called, the "HIPAA Privacy Rule"].

Section 2: Obligations and Activities of the Business Associate.

2.1 Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by this special agreement or as required by law.

2.2 Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as permitted or required by this Addendum or as required by law.

2.3 Business Associate agrees to mitigate, to the extent possible, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Addendum.

2.4 Business Associate agrees to report to the County any use or disclosure of the Protected Health Information not provided for by this Addendum of which it becomes aware.

2.5 Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from the County or created or received on behalf of the County by the Business Associate, agrees to the same restrictions and conditions that apply through this Addendum to the Business Associate with respect to such information.

2.6 Business Associate agrees to provide access to the County to all Protected Health Information in Designated Record Sets in a timely manner in order to meet the requirements under 45 CFR ' 164.524.

2.7 Business Associate agrees to make any amendments to Protected Health Information in a Designated Record Set as directed or agreed to by the County pursuant to 45 CFR 164.526 in a timely manner.

2.8 Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from the County or created or received on behalf of the County available to the County or to the Secretary of Health and Human Services or designee within five business days for the purposes of determining the Business Associate's compliance with the Privacy Rule.

2.9 Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for the County to respond to an individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR ' 164.528.

2.10 Business Associate agrees to provide the County, or an individual under procedures approved by the County, information and documentation collected in accordance with

the preceding paragraph to respond to an individual requesting an accounting for disclosures as provided under 45 CFR 164.528.

Section 3: Permitted Uses and Disclosures.

3.1 Except as otherwise limited in this Addendum, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, the County as specified in the Existing Agreement, provided that such use or disclosure would not violate the Privacy Rule if done by the County or the minimum necessary policies and procedures of the County that are communicated to the Business Associate in writing.

3.2 Except as otherwise limited in this Addendum, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

3.3 Except as otherwise limited in this Addendum, Business Associate may use Protected Health Information to provide Data Aggregation services to the County as permitted by 42 CFR 164.504(e)(2)(i)(B).

3.4 Business Associate may use Protected Health Information to report violations of law to appropriate federal and state authorities, consistent with 42 CFR 164.504 (j)(1).

Section 4: Obligations of the County.

4.1 The County shall notify Business Associate of any limitations in its notice of privacy practices in accordance with 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use of Protected Health Information.

4.2 The County shall notify Business Associate of any changes in, or revocation of, permission by an individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use of Protected Health Information.

4.3 The County shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information to which the County has agreed in accordance with 45 CFR ' 164.522, to the extent that such changes may affect Business Associate's use of Protected Health Information.

4.4 The County shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by the County.

Section 5: Term.

The term of this Addendum shall be effective upon execution by all parties, and shall terminate when all of the Protected Health Information provided by the County or contractors for the County, or created or received by the Business Associate on behalf of the County, is destroyed, turned over to the County, or turned over to Contractors designated by the County.

Section 6: Amendment.

The parties agree to take such action as is necessary to amend this Addendum from time to time as is necessary for the County to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Public Law No. 104-191.

[THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY.]

BUSINESS ASSOCIATE ADDENDUM TO AGREEMENT BETWEEN BROWARD COUNTY, FLORIDA AND _____ for _____

WHEREAS, the parties have made and executed this Business Associate Addendum to Agreement between COUNTY and _____ for _____, on the respective dates

under each signature: Broward County through its County Administrator, authorized to execute same, and _____, duly authorized to execute same on behalf of _____.

COUNTY

BROWARD COUNTY

WITNESSES:

By:_____

_____ _____, County Administrator

_____ ____day of_____, 20___.

Approved as to form by
Office of County Attorney

By:_____
(Date)
Assistant County Attorney

BUSINESS ASSOCIATE

WITNESSES: [INSERT NAME OF COMPANY]

By:_____
[TYPE NAME AND TITLE]

_____

Dated ___ day of _____, 20__.

_____

PERFORMANCE BOND

STATE OF FLORIDA)
:
COUNTY OF BROWARD)

KNOW ALL MEN BY THESE PRESENTS, that _____ as Principal, and _____, as Surety, a Corporation chartered and existing under the laws of the State of _____, with its principal offices in the City of _____, and authorized to do business in the State of Florida are held and firmly bound unto the Owner, _____ _____ in the penal sum of _____ Dollars ($ _____) or 5% of bid amount lawful money of the United States, for the payment of which sum will and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying bid, dated _____, 20___, for:

Project Description_____

Project No: _____

NOW, THEREFORE:

A. If the principal shall not withdraw said bid within sixty (60) days after date of opening of the same, and shall within ten (10) days after the prescribed forms are presented to him for signature, enter into a written contract with the Owner in accordance with the bid as accepted, and give bonds with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract, then the above obligations shall be void and of no effect, otherwise to remain in full force and effect.

B. In the event of the withdrawal of said bid within the period specified, or the failure to enter into such contract and give such bonds within the time specified, if the principal shall pay the Owner the difference between the amount specified in said bid and the amount for which the Owner may procure the required work and supplies, if the latter amount be in excess of the former, then the above obligations shall be void and of no effect, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals, this ____ day of _____, A.D., 20___, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

WITNESSES: (If Sole Ownership or Partnership, two (2) witnesses required).
(If Corporation, Secretary Only will attest and affix seal).

WITNESSES:

_____

_____

PRINCIPAL:

_____
Name of Firm

_____
Signature of Authorized (Affix Seal)

_____
Title

_____
Business Address

_____
City, State & Zip Code

SURETY:

_____
Corporate Surety

_____
Attorney-in-Fact (Affix Seal)

_____
Business Address

_____
City, State & Zip Code

_____
Name of Local Insurance Agency