

## **Solicitation 12439-815**

# **Operations and Maintenance of Community Shuttle Transit Service**

**Bid Designation: Public**



**City of Fort Lauderdale**

## Bid 12439-815

### Operations and Maintenance of Community Shuttle Transit Service

Bid Number **12439-815**  
 Bid Title **Operations and Maintenance of Community Shuttle Transit Service**

Bid Start Date **Oct 5, 2020 3:43:55 PM EDT**  
 Bid End Date **Nov 18, 2020 2:00:00 PM EST**  
 Question & Answer End Date **Nov 10, 2020 5:00:00 PM EST**

Bid Contact **Laurie D Platkin, CPPB**  
**Senior Procurement Specialist**  
**Finance - Procurement Division**  
**lplatkin@fortlauderdale.gov**

Contract Duration **3 years**  
 Contract Renewal **See Specifications**  
 Prices Good for **120 days**

Bid Comments **The City of Fort Lauderdale, Florida is seeking qualified, experienced and licensed firm(s) to provide operations and maintenance of community shuttle transit services for the City, in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP).**

**For additional information go to [www.BidSync.com](http://www.BidSync.com).**

**Added on Oct 16, 2020:  
 ADDENDUM 1**

**This addendum is being issued to make the following change(s):**

**Extending Last Day for Questions from 10/20/2020 to 11/10/2020**  
**Extending Bid Due Date from 10/28/2020 to 11/18/2020**  
**Sections 1.6, 2.34, and 3.2 A Contract Commencement Date changed to February 15, 2021**  
**Section 3.1 Purpose has been updated**  
**Section 3.2 F Vehicle Inspection and Maintenance has been updated**  
**Section 3.5 A VEHICLES Fleet Performance Reporting has been updated**  
**Section 3.5 F (j) VEHICLES Vehicle Operators Notes Section has been updated**  
**Section 4.2.13 – 3. FTA Certifications has been updated**  
**Exhibit B Service schedules, Routes and Maps has been updated.**  
**Exhibit C has been updated:**  
**Scenarios A, B and C have changed**  
**Scenario D has also been added**  
**Scenario D Cost Proposal Page has been added**  
**Section 1.3 Electronic Bid Openings has been updated.**

**All other terms, conditions, and specifications remain unchanged.**

**Added on Oct 22, 2020:  
 Addendum 2**

**This addendum is being issued to make the following change(s):**

Section 2.25 Insurance Requirements updated.  
 Auto Physical Damage added  
 Garage Liability removed  
 Section 4.2.13 Required Forms – #2 Cost Proposal Pages section updated  
 Section 5.2.2 Weighted Criteria – Cost portion updated. Scenarios A-D given weighted percentages for each.

All other terms, conditions, and specifications remain unchanged.

Added on Nov 5, 2020:  
 ADDENDUM 3

1. Scenario D – Cost Proposal Page - Updated
2. Section 3.19 City's Services (C): Change to "The City shall lease to Contractor eleven (11) wheelchair accessible, passenger vehicles, ..." – Revised uploaded
3. Section 5.1.2 Updated

All other terms, conditions, and specifications remain unchanged.

Added on Nov 10, 2020:  
 ADDENDUM 4

1. Scenario D – Revised and Uploaded Scenario D - Cost Proposal Page 111020

All other terms, conditions, and specifications remain unchanged.  
 Added on Nov 10, 2020:  
 ADDENDUM 4

1. Scenario D – Revised and Uploaded Scenario D - Cost Proposal Page 111020R

No new Addendum Form to sign for this.

All other terms, conditions, and specifications remain unchanged.  
 Added on Nov 10, 2020:  
 ADDENDUM 5

1. Scenario D – Revised and Uploaded Scenario D - Cost Proposal Page 111020R

No new Addendum Form to sign for this.

All other terms, conditions, and specifications remain unchanged.  
 Added on Nov 13, 2020:  
 ADDENDUM 6

1. Updated 2.23.1 from:

2.23.1 A proposal security payable to the City of Fort Lauderdale shall be submitted with the proposal response in the amount of five percent (5%) of the total proposed amount. A proposal security can be in the form of a bid bond or cashier's check. Proposal security will be returned to the unsuccessful contractor as soon as practicable after opening of proposals. Proposal security will be returned to the successful Proposer after acceptance of the Payment and Performance Bond, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or other conditions as stated in Special Conditions or elsewhere in the RFP.

Now reads as follows:

2.23.1 A proposal security payable to the City of Fort Lauderdale shall be submitted with the proposal response in the amount of five percent (5%) of the total proposed First Term (Years 1, 2 & 3) amount of the highest offer submitted for either Scenario A, B, C or D. A proposal security can be in the form of a bid bond or cashier's check. Proposal security will be returned to the unsuccessful contractor as soon as practicable after opening of proposals. Proposal security will be returned to the successful Proposer after acceptance of the Payment and Performance Bond, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or other conditions as stated in Special Conditions or elsewhere in the RFP.

2. Scenario D Cost Proposal Page updated from 11/10/20

All other terms, conditions, and specifications remain unchanged.

**Addendum # 1**

New Documents	12439-815 - RFP - Ops Maint_V5.pdf Scenario D - Cost Proposal Page 110420.xlsx 12439-815 - Addendum 3.pdf
Removed Documents	Scenario D - Cost Proposal Page 101620.xlsx 12439-815 - RFP - Ops Maint_V4.pdf

**Item Response Form**

Item **12439-815--01-01 - Operations and Maintenance of Community Shuttle Transit Service: Refer to Section VI: Cost Proposal Page**

Quantity **1 each**

Prices are not requested for this item.

Delivery Location **City of Fort Lauderdale**  
[See RFP Specifications](#)  
 See RFP Specifications  
 Fort Lauderdale FL 33301  
**Qty 1**

**Description**  
 Price to be provided on Cost Proposal Page Section VI.

City of Fort Lauderdale  
Operations and Maintenance of Community Shuttle Transit Service  
RFP # 12439-815

**SECTION I – INTRODUCTION AND INFORMATION****1.1 Purpose**

The City of Fort Lauderdale, Florida (City) is seeking qualified, experienced and licensed firm(s) to provide operations and maintenance of community shuttle transit services for the City, in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP).

**1.2 BidSync**

The City of Fort Lauderdale uses BidSync ([www.bidsync.com](http://www.bidsync.com)) to administer the competitive solicitation process, including but not limited to soliciting proposals, issuing addenda, posting results and issuing notification of an intended decision. There is no charge to register and download the RFP from BidSync. Proposers are strongly encouraged to read the various vendor Guides and Tutorials available in BidSync well in advance of their intention of submitting a proposal to ensure familiarity with the use of BidSync. The City shall not be responsible for a Proposers inability to submit a Proposal by the end date and time for any reason, including issues arising from the use of BidSync.

It is the sole responsibility of the Bidder to ensure that their bid is submitted electronically through BidSync at [www.bidsync.com](http://www.bidsync.com) no later than the time and date specified in this solicitation. PAPER BID SUBMITTALS WILL NOT BE ACCEPTED. BIDS MUST BE SUBMITTED ELECTRONICALLY VIA [WWW.BIDSYNC.COM](http://WWW.BIDSYNC.COM).

**1.3 Electronic Bid Openings**

Please be advised that effective immediately, and until further notice, all Invitation to Bids, Request For Proposals, Request For Qualifications, and other solicitations led by the City of Fort Lauderdale will be opened electronically via [BIDSYNC.COM](http://BIDSYNC.COM) at the date and time indicated on the solicitation. All openings will be held on the [BIDSYNC.COM](http://BIDSYNC.COM) platform.

Anyone requesting assistance or having further inquiry in this matter must contact the Procurement Specialist indicated on the solicitation, via the question and Answer forum on [Bidsync.com](http://Bidsync.com) before the Last Day for Questions indicated in the Solicitation.

**1.4 Point of Contact**

For information concerning procedures for responding to this solicitation, contact Senior Procurement Specialist, Laurie Platkin, CPPB, at (954) 828-5138 or email at [lplatkin@fortlauderdale.gov](mailto:lplatkin@fortlauderdale.gov). Such contact shall be for clarification purposes only.

For information concerning technical specifications, please utilize the question / answer feature provided by BidSync at [www.bidsync.com](http://www.bidsync.com). Questions of a material nature must be received prior to the cut-off date specified in the RFP Schedule. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum. (See addendum section of BidSync Site). Contractors please note: Proposals shall be submitted as stated in PART IV – Submittal Requirements. No part of your proposal can be submitted via FAX. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the Contractor has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required. The entire proposal must be submitted in accordance with all specifications contained in this solicitation. The questions and answers submitted in BidSync shall become part of any contract that is created from this RFP.

## 1.5 Pre-proposal Conference and Site Visit

There will not be a pre-bid conference or site visit for this Request for Proposal. All questions must be submitted through the BidSync Question and Answer (Q&A) portal to this solicitation. Go to [www.BidSync.com](http://www.BidSync.com).

It will be the sole responsibility of the Contractor to become familiar with the scope of the City's requirements and systems prior to submitting a proposal. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the proposer has familiarized themselves with the nature and extent of the work, equipment, materials, and labor required.

## 1.6 Terms and Definitions

Addendum	A modification of the Plans, Specifications or other Contract, Documents distributed to prospective Proposers prior to the opening of proposals.
City	The term "City" means the City of Fort Lauderdale, a municipality in Broward County in the State of Florida.
City Commission	Elected Commission or governing board at the City of Fort Lauderdale who is an authorized body to establish policy and to direct the City Manager to carry out actions approved by the City Commission in relation to the Contract.
Commencement Date	The term "Commencement Date" means the date Contractor begins the operation of fixed route services under this Contract. The Commencement Date is currently scheduled to be Monday, February 15, 2020 at 12:01 a.m., unless the City modifies that date by written notice to Contractor.
Contract Administrator	The term "Contract Administrator" refers to the City staff that oversees the Interlocal Agreement (ILA) between the County and the City for Community Shuttle Service. Where it is specified, this could also refer to the County staff who oversees the ILA for the County.
Contract	The term "Contract" refers to the agreement coming out of this request for proposal. It supersedes any other oral or written representation between the City and the selected Contractor in providing the service stated herein.
Contractor	The term "Contractor" means the Proposer receiving an award as a result of this solicitation.
County	The term "County" means Broward County, a county in the State of Florida, and its Transportation Division arm – Broward County Transit (BCT).
Days	The term "days" means calendar days, unless otherwise designated in this Contract.
Deadhead Time	The term "Deadhead Time" means the time during which a revenue vehicle is operating outside of the time period during which it is available to transport passengers, such as movement between the Facility and the departure point of a scheduled route, and between the ending point of a scheduled route back to the Facility.

Exhibit(s)	The term “Exhibit” shall refer to the specified exhibit or attachments to the Contract.
Facility	The term “Facility” refers to the location owned or leased by the Contractor where transit service delivery activities, including parking of vehicles, maintenance, and dispatch, occur.
Fixed Route Services	The term “fixed route services” means services provided on a repetitive, fixed scheduled basis along a specific route with vehicles stopping to pick up and deliver passengers to specific locations.
Key Personnel	The term “Key Personnel” refers to the General Manager, Project Manager, Operations Manager, Maintenance Manager, Safety Manager, Training Manager, and Human Resources Manager.
Notice to Proceed	The written communication issued by the City to the Contractor directing the Contractor to begin contract work and establishing the date of commencement of the work.
Plans	The drawings or reproductions thereof, prepared and sealed by the Architect/Engineer, which show the locations, character, dimensions and details of the work to be done and which are part of the Contract Documents.
Project Manager	The duly authorized representative designated to manage the Project.
Project	The construction and services required by the Contract Documents, which includes all labor, materials, equipment, and services to be provided by the Contractor to fulfill the Contractor’s obligations.
Proposer	The term “Proposer” means a potential vendor whom submits a proposal to the City in relation to this request for proposals.
Public Record	The term “Public Record” has the same meaning as the definition of “public record” contained in the Florida Statutes Chapter 119.011.
Revenue Hour	The term “Revenue Hour” means the total time a revenue vehicle is available to transport passengers and excludes “Deadhead Time”. For a fixed route service, a “Revenue Hour” begins at the first scheduled stop and ends at the last scheduled stop of the service period. This definition is not used for compensation purposes.
Revenue Service	The term “Revenue Service” means the operation of a revenue vehicle in transit service with the expectation of carrying passengers. Deadhead Time is not included as “Revenue Service”.
Revenue Vehicle	The term “Revenue Vehicle” means any vehicle owned or leased by the City for the purpose of carrying passengers in revenue service and used by Contractor to provide fixed route services.
Review Committee	Composed of City staff who will be evaluating the submitted proposals based on a set of criteria stated herein.

Scope of Service	Document which details the work to be performed by the Contractor.
Subcontractor	The term “Subcontractor” means any person having a contract to perform work or render service to Contractor as a part of Contractor’s Contract arising from this solicitation.
Vehicle Hour	The term “Vehicle Hour” means the total time a revenue vehicle is in operation, beginning on its departure from the Facility and ending on its return to the Facility. The term includes the time a vehicle is in revenue service as well as Deadhead Time, but does not include operation within the Facility, use during training, or the transporting of a spare vehicle to replace a vehicle that is out of service.

### 1.7 Abbreviations

AC	Air conditioning
ADA	Americans with Disabilities Act of 1990
App	Mobile application
ASE	Automatic Service Excellence
AVL	Automatic vehicle locator
BCT	Broward County Transit
CAD	Computer assisted dispatching
CDC	Centers for Disease Control and Prevention
City	City of Fort Lauderdale
County	Broward County (used interchangeably with BCT)
DOT	Department of Transportation
DUI	Driving under the influence
EPA	United States Environmental Protection Agency
FAC	Florida Administrative Code
GPS	Global positioning system
ILA	Interlocal agreement
IVR	Interactive voice response
MDT	Mobile data terminals
MIS	Management Information Systems
NTD	National Transit Database
NTP	Notice to Proceed
OTP	On-time performance
PMI	Preventative maintenance inspection
RFP	Request for proposal
SAM	System for awards management
SSP	Security Program Plan
SSPP	System Safety Program Plan

*END OF SECTION*



## SECTION II - SPECIAL TERMS AND CONDITIONS

### 2.1 General Conditions

RFP General Conditions (Form G-107, Rev. 02/20) are included and made a part of this RFP.

### 2.2 Addenda, Changes, and Interpretations

It is the sole responsibility of each firm to notify the Buyer utilizing the question / answer feature provided by BidSync and request modification or clarification of any ambiguity, conflict, discrepancy, omission or other error discovered in this competitive solicitation. Requests for clarification, modification, interpretation, or changes must be received prior to the Question and Answer (Q & A) Deadline. Requests received after this date may not be addressed. Questions and requests for information that would not materially affect the scope of services to be performed or the solicitation process will be answered within the question / answer feature provided by BidSync and shall be for clarification purposes only. Material changes, if any, to the scope of services or the solicitation process will only be transmitted by official written addendum issued by the City and uploaded to BidSync as a separate addendum to the RFP. Under no circumstances shall an oral explanation given by any City official, officer, staff, or agent be binding upon the City and should be disregarded. All addenda are a part of the competitive solicitation documents and each firm will be bound by such addenda. It is the responsibility of each to read and comprehend all addenda issued.

### 2.3 Changes and Alterations

Proposer may change or withdraw a Proposal at any time prior to Proposal submission deadline; however, no oral modifications will be allowed. Modifications shall not be allowed following the Proposal deadline.

### 2.4 Proposer's Costs

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

### 2.5 Pricing/Delivery

All pricing should be identified on the Cost Proposal page provided in this RFP. No additional costs may be accepted, other than the costs stated on the Cost Proposal page. Failure to use the City's Cost Proposal page and provide costs as requested in this RFP may deem your proposal non-responsive.

Contractor shall quote a firm, fixed price for all services stated in the RFP. All costs including travel shall be included in your proposal. The City shall not accept any additional costs including any travel associated with coming to the City of Fort Lauderdale.

### 2.6 Price Validity

Prices provided in this Request for Proposals (RFP) shall be valid for at least One-Hundred and Twenty (120) days from time of RFP opening unless otherwise extended and agreed upon by the City and Bidder. The City shall award contract within this time period or shall request to the recommended awarded vendor an extension to hold pricing, until products/services have been awarded.

### 2.7 Invoices/Payment

The City will accept invoices no more frequently than once per month. Each invoice shall fully detail the related costs and shall specify the status of the particular task or project as of the date of the invoice with regard to the accepted schedule for that task or project. Payment will be made within forty-five (45) days after receipt of an invoice acceptable to the City, in accordance with the Florida Local Government Prompt Payment Act. If, at any time during the contract, the City shall not approve or accept the Contractor's work product, and agreement cannot be reached between the City and the Contractor to resolve the problem to the City's satisfaction, the City shall negotiate with the Contractor on a payment for the work completed and usable to the City.

**2.8 Related Expenses/Travel Expenses**

All costs including travel are to be included in your proposal. The City will not accept any additional costs.

**2.9 Payment Method**

The City of Fort Lauderdale has implemented a Procurement Card (P-Card) program which changes how payments are remitted to its vendors. The City has transitioned from traditional paper checks to payment by credit card via MasterCard or Visa. This allows you as a vendor of the City of Fort Lauderdale to receive your payment fast and safely. No more waiting for checks to be printed and mailed. Payments will be made utilizing the City's P-Card (MasterCard or Visa). Accordingly, firms must presently have the ability to accept credit card payment or take whatever steps necessary to implement acceptance of a credit card before the commencement of a contract. See Contract Payment Method form attached.

**2.10 Mistakes**

The consultant shall examine this RFP carefully. The submission of a Proposal shall be prima facie evidence that the consultant has full knowledge of the scope, nature, and quality of the work to be performed; the detailed requirements of the specifications; and the conditions under which the work is to be performed. Ignorance of the requirements will not relieve the consultant from liability and obligations under the Contract.

**2.11 Acceptance of Proposals / Minor Irregularities**

**2.11.1** The City reserves the right to accept or reject any or all proposals, part of proposals, and to waive minor irregularities or variances to specifications contained in proposals which do not make the proposal conditional in nature and minor irregularities in the solicitation process. A minor irregularity shall be a variation from the solicitation that does not affect the price of the contract or does not give a respondent an advantage or benefit not enjoyed by other respondents, does not adversely impact the interests of other firms or, does not affect the fundamental fairness of the solicitation process. The City also reserves the right to reissue a Request for Proposal.

**2.11.2** The City reserves the right to disqualify Proposer during any phase of the competitive solicitation process and terminate for cause any resulting contract upon evidence of collusion with intent to defraud or other illegal practices on the part of the Proposer.

**2.12 Modification of Services**

**2.12.1** While this contract is for services provided to the department referenced in this Request for Proposals, the City may require similar work for other City departments. Successful Proposer agrees to take on such work unless such work would not be considered reasonable or become an undue burden to the Successful Proposer.

**2.12.2** The City reserves the right to delete any portion of the work at any time without cause, and if such right is exercised by the City, the total fee shall be reduced in the same ratio as the estimated cost of the work deleted bears to the estimated cost of the work originally planned. If work has already been accomplished and approved by the City on any portion of a contract resulting from this RFP, the Successful Proposer shall be paid for the work completed on the basis of the estimated percentage of completion of such portion to the total project cost.

**2.12.3** The City may require additional items or services of a similar nature, but not specifically listed in the contract. The Successful Proposer agrees to provide such items or services and shall provide the City prices on such additional items or services. If the price(s) offered

are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items or services from other vendors, or to cancel the contract upon giving the Successful Proposer thirty (30) days written notice.

**2.12.4** If the Successful Proposer and the City agree on modifications or revisions to the task elements, after the City has approved work to begin on a particular task or project, and a budget has been established for that task or project, the Successful Proposer will submit a revised budget to the City for approval prior to proceeding with the work.

**2.13 No Exclusive Contract**

Proposer agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services from another vendor at the City's sole option.

**2.14 Sample Contract Agreement**

A sample of the formal agreement template, which may be required to be executed by the awarded vendor can be found at our website:

<https://www.fortlauderdale.gov/home/showdocument?id=1212>

**2.15 Responsiveness**

In order to be considered responsive to the solicitation, the firm's proposal shall fully conform in all material respects to the solicitation and all its requirements, including all form and substance.

**2.16 Responsibility**

In order to be considered as a responsible firm, firm shall be fully capable to meet all of the requirements of the solicitation and subsequent contract, must possess the full capability, including financial and technical, to perform as contractually required, and must be able to fully document the ability to provide good faith performance.

**2.17 Minimum Qualifications**

Proposers shall be in the business of operations and maintenance of community shuttle transit services and must possess sufficient financial support, equipment and organization to ensure that it can satisfactorily perform the services if awarded a Contract. Proposers must demonstrate that they, or the key staff assigned to the project, have successfully provided services with similar magnitude to those specified in the scope of services to at least one entity similar in size and complexity to the City of Fort Lauderdale or can demonstrate they have the experience with large scale private sector clients and the managerial and financial ability to successfully perform the work.

Proposers shall satisfy each of the following requirements cited below. Failure to do so may result in the proposal being deemed non-responsive.

**2.17.1** Proposer or principals shall have relevant experience in operations and maintenance of community shuttle transit services. Project manager assigned to the work must have experience in operations and maintenance of community shuttle transit services and have served as project manager on similar projects.

**2.17.2** Before awarding a contract, the City reserves the right to require that a Proposer submit such evidence of qualifications as the City may deem necessary. Further, the City may consider any evidence of the financial, technical, and other qualifications and abilities of a firm or principals, including previous experiences of same with the City and performance evaluation for services, in making the award in the best interest of the City.

**2.17.3** Firm or principals shall have no record of judgments, pending lawsuits against the City or criminal activities involving moral turpitude and not have any conflicts of interest that have not been waived by the City Commission.

**2.17.4** Neither firm nor any principal, officer, or stockholder shall be in arrears or in default of any debt or contract involving the City, (as a party to a contract, or otherwise); nor have failed to perform faithfully on any previous contract with the City.

## **2.18 Lobbying Activities**

ALL CONTRACTORS PLEASE NOTE: Any contractor submitting a response to this solicitation must comply, if applicable, with City of Fort Lauderdale Ordinance No. C-11-42 & Resolution No. 07-101, Lobbying Activities. Copies of Ordinance No. C-11-42 and Resolution No. 07-101 may be obtained from the City Clerk's Office on the 7th Floor of City Hall, 100 N. Andrews Avenue, Fort Lauderdale, Florida. The ordinance may also be viewed on the City's website at <https://www.fortlauderdale.gov/home/showdocument?id=6036>.

## **2.19 Local Business Preference – N/A**

## **2.20 Protest Procedure**

**2.20.1** Any Bidder who is not recommended for award of a contract and who alleges a failure by the city to follow the city's procurement ordinance or any applicable law, may follow the protest procedure as found in the city's procurement ordinance within five (5) days after a notice of intent to award is posted on the city's web site at the following link: <http://www.fortlauderdale.gov/departments/finance/procurement-services/notices-of-intent-to-award>.

**2.20.2** The complete protest ordinance may be found on the city's web site at the following link: [https://library.municode.com/fl/fort\\_lauderdale/codes/code\\_of\\_ordinances?nodeId=C\\_OOR\\_CH2AD\\_ARTVFI\\_DIV2PR\\_S2-182DIREPR](https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeId=C_OOR_CH2AD_ARTVFI_DIV2PR_S2-182DIREPR)

## **2.21 Public Entity Crimes**

Proposer, by submitting a proposal, certifies that neither the proposer nor any of the Proposer's principals has been placed on the convicted vendor list as defined in Section 287.133, Florida Statutes (2018), as may be amended or revised. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

## **2.22 Subcontractors**

**2.22.1** If the Contractor proposes to use subcontractors in the course of providing these services to the City, this information shall be a part of the bid response. Such information shall be subject to review, acceptance and approval of the City, prior to any contract award. The City reserves the right to approve or disapprove of any subcontractor candidate in its best interest and to require Contractor to replace subcontractor with one that meets City approval.

**2.22.2** Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Contract. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend, at Contractor's expense, counsel being subject to the City's approval or disapproval, and indemnify and hold harmless the City and the City's officers, employees, and agents from and against any claim, lawsuit, third-party action, or judgment, including any award of attorney fees and any award of costs, by or in favor of any Contractor's subcontractors for payment for work performed for the City.

**2.22.3** Contractor shall require all its subcontractors to provide the required insurance coverage as well as any other coverage that the contractor may consider necessary, and any deficiency in the coverage or policy limits of said subcontractors will be the sole responsibility of the contractor.

## **2.23 Proposal Security**

**2.23.1** A proposal security payable to the City of Fort Lauderdale shall be submitted with the proposal response in the amount of five percent (5%) of the total proposed First Term amount of the highest offer submitted for Scenario A, B, C or D. A proposal security can be in the form of a bid bond or cashier's check. Proposal security will be returned to the unsuccessful contractor as soon as practicable after opening of proposals. Proposal security will be returned to the successful Proposer after acceptance of the Payment and Performance Bond, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or other conditions as stated in Special Conditions or elsewhere in the RFP.

**2.23.2** BidSync allows bidders to submit bid bonds electronically directly through their system using **Surety 2000**. For more information on this feature and to access it, contact BIDSYNC customer care department.

**2.23.3** The Proposer may choose to mail their original executed bid bond or upload the bid bond on BidSync to accompany their electronic proposal and then deliver the original, signed and sealed bid bond within five (5) business days from the solicitation end date or it will be determined as non-responsive. A bid security in the form of a cashier's check must be an original document and must be submitted at time of the bid due date. If choosing the cashier's check method, plan in advance to send via United States Postal Service or air freight carrier to ensure cashier's check arrives on or before bid opening deadline.

**a.** Deliver via United States Postal Service or air freight carrier to City of Fort Lauderdale City Hall, Procurement Services Division, 6<sup>th</sup> floor, Suite 619, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301.

**b.** Include company name, solicitation number and title clearly indicated outside of the envelope.

**2.23.4** Failure of the successful proposer to execute a contract, provide a Performance Bond, and furnish evidence of appropriate insurance coverage, as provided herein, within thirty (30) days after written notice of award has been given, shall be just cause for the annulment of the award and the forfeiture of the proposal security to the City, which forfeiture shall be considered, not as a penalty, but as liquidation of damages sustained.

## **2.24 Payment and Performance Bond**

- 2.24.1** The Proposer shall within fifteen (15) working days after notification of award, furnish to the City a Payment and Performance Bond, in the amount of the proposed price as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Payment and Performance Bond. The Performance Bond must be executed by a surety company or recognized standing to do business in the State of Florida and having a resident agent.
- 2.24.2** The Proposer must have a Financial Size Categories (FSC) rating of no less than “A-” by the latest edition of Best’s Key Rating Guide, or acceptance of insurance company that holds a valid Florida Certificate of Authority issued by the State of Florida, Department of Insurance, and are members of the Florida Guarantee Fund.
- 2.24.3** Acknowledgement and agreement is given by both parties that the amount herein set for the Payment and Performance Bond is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.

## **2.25 Insurance Requirements**

As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, the Contractor, at the Contractor’s sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of the Contractor. The Contractor shall provide the City a certificate of insurance evidencing such coverage. The Contractor’s insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor’s liability and obligations under this Agreement. All insurance policies shall be from insurers authorized to write insurance policies in the State of Florida and that possess an A.M. Best rating of “A-” VII or better. All insurance policies are subject to approval by the City’s Risk Manager.

The coverages, limits, and endorsements required herein protect the interests of the City, and these coverages, limits, and endorsements may not be relied upon by the Contractor for assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposure, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City’s review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under this Agreement.

The following insurance policies and coverages are required:

### **Commercial General Liability**

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- a.** \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- b.** \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for Contractual Liability and Independent Contractors.

The City and the City’s officers, employees, and volunteers are to be covered as additional insureds with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or

similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of the Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the City or the City's officers, employees, and volunteers.

### **Auto Physical Damage**

Physical Damage insurance on each vehicle and trailer to include Collision and Comprehensive. Coverage must be afforded to loss or damage of any equipment that is additionally installed in vehicles. Equipment may include Automatic Vehicle Locator (AVL), Computer Assisted Dispatching (CAD), Global Positioning Systems (GPS), Mobile Data Terminals (MDT), Interactive Voice Response (IVR), GFI Electronic Fareboxes, Voice Radios, Digital Camera Systems, and Wi-Fi related hardware/software and/or like technology. Policy deductibles are subject to approval by City Risk Management.

### **Business Automobile Liability**

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident.

If the Contractor does not own vehicles, the Contractor shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

### **Workers' Compensation and Employer's Liability**

Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the City must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statute.

The Contractor waives, and the Contractor shall ensure that the Contractor's insurance carrier waives, all subrogation rights against the City and the City's officers, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

The Contractor must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable.

#### **A. Insurance Certificate Requirements**

1. The Contractor shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than thirty (30) days prior to the start of work contemplated in this Agreement.
2. The Contractor shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
3. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
4. In the event the Agreement term goes beyond the expiration date of the insurance policy, the Contractor shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.
5. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of

Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.

6. The City shall be named as an Additional Insured on the general liability policy.
7. The City shall be granted a Waiver of Subrogation on the Contractor's Workers' Compensation insurance policy.
8. The title of the Agreement, Bid/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:

City of Fort Lauderdale  
Procurement Services Division  
100 N. Andrews Avenue  
Fort Lauderdale, FL 33301

- B. The Contractor has the sole responsibility for the payment of all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at the Contractor's expense.
- C. If the Contractor's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Agreement, the Contractor may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.
- D. The Contractor's insurance coverage shall be primary insurance as applied to the City and the City's officers, employees, and volunteers. Any insurance or self-insurance maintained by the City covering the City, the City's officers, employees, or volunteers shall be non-contributory.
- E. Any exclusion or provision in the insurance maintained by the Contractor that excludes coverage for work contemplated in this Agreement shall be unacceptable and shall be considered breach of contract.
- F. All required insurance policies must be maintained until the contract work has been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage shall be considered breach of contract. In addition, Contractor must provide to the City confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of Contractor's insurance policies.
- G. The Contractor shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement shall be provided to the Contractor's insurance company or companies and the City's Risk Management office as soon as practical.
- H. It is the Contractor's responsibility to ensure that any and all of the Contractor's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of the Contractor.

## 2.26 Award of Contract

A Contract (the "Agreement") may be awarded by the City Commission. The City reserves the right to execute or not execute, as applicable, a contract with the Proposer(s) that is determined to be in



the City's best interests. The City reserves the right to award a contract to more than one Proposer, at the sole and absolute discretion of the City.

### **2.27 Unauthorized Work**

The Successful Proposer(s) shall not begin work until a Contract has been awarded by the City Commission and a notice to proceed has been issued. Proposer(s) agree and understand that the issuance of a Purchase Order and/or Task Order shall be issued and provided to the Successful Proposer(s) following Commission award; however, receipt of a purchase order and/or task order shall not prevent the Successful Proposer(s) from commencing the work once the City Commission has awarded the contract and notice to proceed is issued.

### **2.28 Damage to Public or Private Property**

Extreme care shall be taken to safeguard all existing facilities, site amenities, irrigation systems, vehicles, etc. on or around the job site. Damage to public and/or private property shall be the responsibility of the Contractor and shall be repaired and/or replaced at no additional cost to the City.

### **2.29 Safety**

The Contractor(s) shall adhere to the Florida Department of Transportation's Uniform manual on Traffic Control for construction and maintenance work zones when working on or near a roadway. It will be the sole responsibility of the Contractor to make themselves and their employees fully aware of these provisions, especially those applicable to safety.

### **2.30 Uncontrollable Circumstances ("Force Majeure")**

The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

**2.30.1** The non-performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

**2.30.2** The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;

**2.30.3** No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

**2.30.4** The non-performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

### **2.31 Canadian Companies**

In the event Contractor is a corporation organized under the laws of any province of Canada or is a Canadian federal corporation, the City may enforce in the United States of America or in

Canada or in both countries a judgment entered against the Contractor. The Contractor waives any and all defenses to the City's enforcement in Canada, of a judgment entered by a court in the United States of America. All monetary amounts set forth in this Contract are in United States dollars.

**2.32 News Releases/Publicity**

News releases, publicity releases, or advertisements relating to this contract or the tasks or projects associated with the project shall not be made without prior City approval.

**2.33 Manufacturer/Brand/Model Specific Request**

This is a manufacturer/brand/model specification. No substitutions will be allowed.

**2.34 Contract Period**

The initial contract term shall commence upon date of award by the City or February 15, 2021, whichever is later, and shall expire three (3) years from that date. The City reserves the right to extend the contract for two (2), additional two-year terms, providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City.

In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the City as authorized by the awarding authority. The extension period shall not extend for more than 180 days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.

**2.35 Cost Adjustments – N/A**

**2.36 Service Test Period**

If the Contractor has not previously performed the services to the city, the City reserves the right to require a test period to determine if the Contractor can perform in accordance with the requirements of the contract, and to the City's satisfaction. Such test period can be from thirty to ninety days, and will be conducted under all specifications, terms and conditions contained in the contract. This trial period will then become part of the initial contract period.

A performance evaluation will be conducted prior to the end of the test period and that evaluation will be the basis for the City's decision to continue with the Contractor or to select another Contractor (if applicable).

**2.37 Contract Coordinator**

The City may designate a Contract Coordinator whose principal duties shall be:

- Liaison with Contractor.
- Coordinate and approve all work under the contract.
- Resolve any disputes.
- Assure consistency and quality of Contractor's performance.
- Schedule and conduct Contractor performance evaluations and document findings.
- Review and approve for payment all invoices for work performed or items delivered.

**2.38 Contractor Performance Reviews and Ratings**

The City Contract Coordinator may develop a Contractor performance evaluation report. This report shall be used to periodically review and rate the Contractor's performance under the contract with performance rating as follows:

Excellent	Far exceeds requirements.
Good	Exceeds requirements
Fair	Just meets requirements.
Poor	Does not meet all requirements and contractor is subject to penalty provisions under the contact.
Non-compliance	Either continued poor performance after notice or a performance level that does not meet a significant portion of the requirements. This rating makes the Contractor subject to the default or cancellation for cause provisions of the contract.

The report shall also list all discrepancies found during the review period. The Contractor shall be provided with a copy of the report and may respond in writing if he takes exception to the report or wishes to comment on the report. Contractor performance reviews and subsequent reports will be used in determining the suitability of contract extension.

### **2.39 Substitution of Personnel**

It is the intention of the City that the Contractor's personnel proposed for the contract will be available for the contract term. In the event the Contractor wishes to substitute personnel, he shall propose personnel of equal or higher qualifications and all replacement personnel are subject to City approval. In the event substitute personnel are not satisfactory to the City and the matter cannot be resolved to the satisfaction of the City, the City reserves the right to cancel the Contract for cause. See Section 5.09 General Conditions.

### **2.40 Ownership of Work**

The City shall have full ownership and the right to copyright, otherwise limit, reproduce, modify, sell, or use all the work or product produced under this contract without payment of any royalties or fees to the Contractor above the agreed hourly rates and related costs.

### **2.41 Condition of Trade-In Equipment – N/A**

### **2.42 Conditions of Trade-In Shipment and Purchase Payment – N/A**

### **2.43 Verification of Employment Status**

Any Contractor/Consultant assigned to perform responsibilities under its contract with a State agency is required to utilize the US Department of Homeland Security's E-Verify system (per Executive Order Number 11-02) to verify the employment eligibility of: (a) all persons employed during the contract term by the Contractor to perform employment duties within Florida; and (b) all persons (including subcontractors) assigned by the Contractor to perform work pursuant to the contract with the State agency.

E-VERIFY Affirmation Statement shall be completed and submitted with Proposer's response to this RFP.

### **2.44 Service Organization Controls**

The Contactor should provide a current SSAE 18, SOC 2, Type I report with their proposal. Awarded Contractor will be required to provide an SSAE 18, SOC 2, Type II report annually during the term of this contract. If the Contractor cannot provide the SSAE 18, SOC 2, Type I report at time of proposal submittal, a current SOC 3 report will be accepted.

**2.45 Warranties of Usage**

Any estimated quantities listed are for information and tabulation purposes only. No warranty or guarantee of quantities needed is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.

**2.46 PCI (Payment Card Industry) Compliance – N/A**

*END OF SECTION*

## SECTION III - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES

### 3.1 PURPOSE

The purpose of this solicitation is to acquire a qualified vendor with requisite experience to provide operations and maintenance of transit services for the City of Fort Lauderdale (City) as stated herein and in accordance with the Interlocal Agreement (ILA) between Broward County (County) and the City, which is attached hereto as Exhibit A. The Contract resulting from this RFP will be a three (3) year Contract with two (2) two-year options for renewal, both at the discretion of the City, totaling seven (7) years.

The City oversees five (5) free shuttle routes under Broward County Transit's (BCT) Community Shuttle Program. The routes improve mobility and connectivity within the City, covering areas that larger buses are unable to serve, and linking them to BCT routes. The services are provided at the days, locations, and schedules set forth in the attached Exhibit B – Service Schedules, Routes, and Maps. The routes have a total of ten (10) vehicles operating in maximum service, with one (1) spare vehicles and an estimated total revenue hours of 20,846 hours per year. The City also plans to operate the Seabreeze route, which utilizes four (4) vehicles – two (2) trams and two (2) trailers. The Seabreeze Trams service is funded by the City and has an estimated revenue hours of 13,878 hours per year.

The Contractor shall solely be responsible for providing and paying materials, tools, equipment, labor and professional and non-professional services and shall perform all other acts and supply all other goods and services necessary to fully and properly perform and complete the service as stated herein.

### 3.2 SCOPE OF WORK

#### A. General

The selected vendor, hereinafter referred to as Contractor, shall operate and maintain the Community Shuttle Service in the City of Fort Lauderdale, tentatively to begin operation on February 15, 2021. The following is a descriptive summary of provisions for key services:

#### B. Compliance with County's Community Shuttle Program

Contractor shall comply with Service requirements set forth herein and in accordance with the County-City ILA for Community Shuttle Service (Exhibit A).

#### C. Compliance with Federal, State, and Local Requirements

Contractor shall comply with applicable federal, state, county and local laws and regulations, including but not limited to County Ordinance 92-8 pertaining to the maintenance of a Drug Free Workplace Program and Federal Transit Administration (FTA) regulations for drug and alcohol testing.

#### D. Service Description

Contractor shall provide a turnkey operation which will include the daily operation and ongoing maintenance of the transit service of eleven (11) wheelchair accessible shuttles for the City's Community Shuttle Program routes identified in Exhibit B – Schedules, Routes, and Maps. In addition to this, the Contractor shall also operate the City's Seabreeze Tram route, which services four (4) vehicles – two (2) trams and two (2) trailers.

#### E. Change to Level of Service and Service Planning

The eleven (11) shuttles are provided to the Contractor by the City through a contract with the County. The City operates ten (10) buses on all Community Shuttle Program routes with one (1)

spare, as well as two (2) trams in the Seabreeze route with two (2) trailers, as shown in Exhibit C – Vehicle Inventory. City reserves the right to modify routes and schedules, as needed to maintain Service reliability and to respond to budgetary constraints. Increase or decrease of routes or schedules and operators will be no more than thirty-four percent (34%) of the total Contract.

**F. Vehicle Inspection and Maintenance**

Prior to commencement of service, BCT's Director of Maintenance or Director of Fleet will inspect Contractor's Community Shuttle Program vehicles, excluding the Seabreeze trams and trailers, for acceptance and according to requirements of Chapter 14-90 of the Florida Administrative Code (FAC). The City and County could inspect vehicles at any time. Request for inspections shall not be scheduled in a manner which would have a detrimental impact on the Contractor's ability to perform the service provided for herein. Additionally, the Contractor shall maintain the vehicles provided by the City and County in accordance with manufacturer's standards and keep vehicles in reasonable condition at all times.

**G. Drivers**

Drivers shall attend and successfully complete the County's Vehicle Operator Training Program prior to commencement of Service and refresher training classes every two years. No driver shall operate a vehicle without a pre-approved certification, and all drivers shall be fully trained and compliant with all applicable provision of the Americans With Disabilities Act of 1990 (ADA).

**H. Revenue-Generating Activities**

Contractor shall operate the shuttle service as a free fare transit service. Contractor shall not be allowed to pursue advertising inside or outside the shuttle, unless otherwise specified by the City.

**I. Performance Measures**

The City and Contractor shall maintain a minimum average of 7.1 passengers per revenue hour on all routes. If not met, the City and Contractor shall attempt to increase ridership, which may include modification of the route. Other performance measures include on-time performance, preventative maintenance adherence, missed passenger trips, availability of safety and accessibility equipment on vehicles, adherence to recordkeeping requirements, customer complaints, vehicle maintenance, and other performance categories. These measures shall be the basis of determining fines resulting from Contractor not meeting performance standards included in this RFP and resulting contract.

**J. Reporting, Recordkeeping and Auditing**

Contractor shall maintain certain records of information and data in the format requested by the County and the City. They shall also furnish such records to the City in a timely manner for reporting, recordkeeping and auditing purposes.

**K. Marketing**

Contractor shall cooperate in the marketing and advertising efforts of the City, including but not limited to the distribution of marketing materials and preservation of branding image.

**L. Complaints**

Contractor may be required to be involved in addressing and responding to customer complaints.

**M. Innovative Technology**

1. Location-enabled Mobile Applications

Contractor shall equip vehicles with GPS to provide vendor's dispatch operations with information regarding current location and expected arrival to various stops along routes. Additionally, the Contractor should have a free mobile application (app) for riders to stay informed of current location of shuttle vehicle(s). A web-based version of the app shall also be embedded in the City's Community Shuttle Service website in a form of an interactive map or shuttle tracker.

2. Performance Dashboard

Contractor shall provide and maintain a performance measure dashboard to be shared to the City for evaluating system performance and identifying areas of improvements. The dashboard could include metrics for labor utilization, service efficiency, service effectiveness, safety and security, and asset management.

3. Installation and Removal of Equipment Software/Hardware

The City will facilitate requests to coordinate with the Contractor to install and remove equipment of software/ hardware. The County reserve the right to install software/ hardware and/or other technology on vehicles. The County, with coordination of the Contractor, will complete all repairs and preventative maintenance for all County-installed software/hardware.

4. Other innovative technology

In some instances, the Contractor may be requested to support and partake in City's innovative technology pilots, such as micromobility, electric buses, mobility as a service technology, first and last mile programs and automated vehicles.

### 3.3 COMPLIANCE WITH APPLICABLE LAWS, REGULATIONS AND POLICIES

#### A. Independent Contractor

Nothing in this Service contract constitutes or creates a partnership, joint venture, or any other relationship between the Parties or any Party and Contractor or any Subcontractor. Neither Party nor its agents shall act as officers, employees, or agents of the other Party. Neither Party shall have the right to bind the other Party to any obligation not expressly undertaken by that Party under this Service contract.

#### B. Sub-contracting

Contractor is prohibited from sub-contracting any portion of the Service and Routine Maintenance Services outside of those prescribed by and agreed to by the City.

#### C. Employee Wages and Benefits

Contractor shall solely be responsible for the payment of all its employees' wages and benefits and shall comply with all of the requirements thereof including, but not limited to, employee liability, worker's compensation, unemployment insurance, Social Security and any other mandated or optional employee benefits. Contractor shall pay all its employees' wages while attending the County's Vehicle Operator Training Program.

#### D. Laws and Regulations Relating to Nondiscrimination on the Basis of Disability

Contractor shall comply 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 (ADA) of 1990, as amended, 42 U.S.C. (Sections 12101 etc. and subsequent), 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. Department of Transportation (DOT) Public Transportation Regulations implementing Section 504 and ADA, "Nondiscrimination of the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 CFR Part 27, Part 37, Architectural and Transportation Barriers Compliance Board and 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.

#### **E. Drug and Alcohol Testing**

Contractor shall comply with the applicable laws and regulations relating to drug and alcohol testing:

1. Contractor shall participate in County's Drug and Alcohol Testing Program unless Contractor establishes and implements its own Drug and Alcohol Testing Program, which must be in compliance with 49 CFR Part 655. City's Contract Administrator written approval is required prior to commencement of Contractor's Drug and Alcohol Testing Program.
2. Contractor shall prepare, maintain and provide a copy of the Drug and Alcohol Management Information System (MIS) reports to the County's Drug and Alcohol Program Manager and City's Contract Administrator annually before the date determined by City's Contract Administrator, but no later than February 15<sup>th</sup> of each year. Contractor's Drug and Alcohol Testing Program reports shall include the results from the previous calendar year. Records shall be available for inspection during site visits to ensure compliance with program requirements.
3. Contractor shall permit any authorized representative of the United States DOT or its operating administration, State Oversight Agency or County to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR 655 and review the testing process.
4. Contractor shall certify compliance with current FTA Regulations to the County's Drug and Alcohol Program Manager, and provide a copy to City's Contract Administrator, a model format for certifying compliance set forth in the attached Drug Free Workplace Requirement Certification (see Exhibit M).
5. Contractor and all its employees shall adhere to the County's standards and policies regarding Passenger Relations set forth in the BCT's Operator's Manual – Section II Passenger Relations (pp. 35-44).

#### **F. Authority for Piggyback Services**

Contractor acknowledges and agrees that during the term of this Contract, including mutually agreed extension and/or options, at the option of the City, other municipal



corporations, public agencies, school districts, or not-for-profit entities, may purchase Contractors' services to provide day to day management, operation and maintenance of the public transportation services at the same price, upon the same terms and conditions as this Contract between the City and Contractor in line with this Scope of Services.

### **3.4 SERVICE PROVISION**

#### **A. Scheduled Transit Service**

Contractor shall provide routine scheduled Service at City designated locations. Routes and schedules include intermediate bus stops as set forth on the attached Exhibit B – Service Schedules, Routes, and Maps. Service shall commence upon City's issuance and Contractor's receipt of Notice to Proceed (NTP).

#### **B. Emergency Transit Service**

In addition to scheduled Service, Contractor may be required to provide Service on an emergency basis. Emergency Service shall be provided upon the direction of City Contract Administrator, during City designated emergencies, which may include, but shall not be limited to, evacuations and reverse evacuations; extreme conditions or catastrophic events; major weather events; terrorist attack(s); or other regional emergency.

### **3.5 VEHICLES**

#### **A. Fleet Performance Reporting**

Contractor shall provide yearly vehicle inventory and mileage reports for each vehicle. Inventory and mileage reports shall include National Transit Database (NTD) Operating Expense Summary Forms and Safety Certification. These reports shall be provided to City's Contract Administrator annually, no later than February 8<sup>th</sup> and include the required data from the previous calendar year. The certification shall attest to compliance with the Contractor's adopted System Safety Program Plan (SSPP) and the Security Program Plan (SSP), and the performance of safety inspections on all vehicles operated by the Contractor. The Safety Certifications of the Community Shuttle Program shall comply with the standards set forth in FAC Chapter 14-90 – Equipment and Operational Safety Standards for Bus Transit Systems, as currently enacted or as may be amended from time to time. This requirement applies to the Community Shuttle Program but excludes the Seabreeze Tram service.

#### **B. Environmental Impact**

Contractor shall be solely responsible for the operation of each vehicle in accordance with all federal, state, and local regulations with regards to the discharge of pollutants while operating, cleaning, fueling and maintaining the vehicles at its sole cost and expense. Contractor shall be responsible for paying any fines, penalties, or damages for any fuel or oil spillage or other contaminates resulting from the Service provided herein.

#### **C. Insurance**

1. Contractor shall provide and maintain Automobile Insurance Coverage at the Contractor's sole cost and expense. Contractor shall not commence services until certification or proof of insurance detailing terms and provisions has been received and approved in writing by the City's Risk Manager.
2. The Contractor must provide City with written verification of liability protection that meets or exceeds any requirements of Florida law. If Contractor holds any excess liability coverage,

Contractor must ensure that the City is named as an additional insured and certificate holder under such excess liability policy.

3. City, by and through its Risk Manager, reserve the right to review, modify, reject or accept any insurance policies including limits, coverages or endorsements. The City reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or failure to operate legally.

**D. Installation and Removal of Equipment Software/Hardware**

Contractor shall make vehicles and facilities available for the installation of any equipment (hardware and/or software) determined necessary by City. Contractor shall comply with proper operation of such equipment with all direction from City.

**E. Liens**

The Contractor shall keep the Vehicle(s) free and clear of any and all claims, liens, and encumbrances, and shall, at its expense, protect and defend County's title to the Vehicle(s) and shall protect and defend County's right of possession against all others.

**F. Display and Signage**

1. Each Vehicle has an assigned bus number, route identification number and destination signage. Contractor shall ensure vehicle bus number; route identification number and destination signage are displayed at all times.
2. Bus numbers shall be displayed at a minimum of four (4) inches above or beside the passenger entrance door(s), on the exterior rear of the vehicle, on the exterior front of the vehicle and on the interior of the vehicle above the front windshield.
3. Route identification numbers shall contrast in color from the background to which they are affixed. ADA compliant route identification signs shall be displayed on the curb side of vehicles at all times during Service operations.
4. Destination signage specific to the designated route and direction shall fit the opening as provided on the vehicles.
5. Contractor shall maintain all interior signs placed by the County.
6. Contractor is prohibited from advertising on vehicles identified in attached Exhibit C – Vehicle Inventory.

**G. Vehicle inspections**

1. Contractor shall conduct Pre-Trip and Post-Trip vehicle inspections each day. Inspections shall correlate with all items identified in attachment Exhibit D – Pre-Trip and Post-Trip Vehicle Inspection Form and Exhibit E – Reporting Requirements Form, herein.
2. Contractor shall maintain written inspections records for each vehicle. These records shall be kept onsite and made available for inspection to City's Contract Administrator. Contractor shall keep and maintain inspection records for a period of one (1) year from start of service.

3. Contractor shall perform remediation services on identified defects as an integral part of the inspection process prior to placing the vehicles into Service.
4. City and County reserves the right to routinely inspect vehicles at any time. City will request vehicle inspections in writing. Inspections will be performed in a matter that will not adversely impact scheduled service.
5. If during inspection, City discovers extraordinary wear and tear and/or damages, Contractor will be notified verbally and/or in writing. Upon notification, Contractor shall commence remediation and/or repairs.

#### **H. Cleaning of vehicles**

1. Each vehicle shall be cleaned daily prior to beginning of service
2. Cleaning and decontamination procedures should follow the Centers for Disease Control and Prevention (CDC)/ United States Environmental Protection Agency (EPA) Guidelines, which could be accessed in: <https://www.cdc.gov/coronavirus/2019-ncov/community/clean-disinfect/index.html>, all as currently enacted or as may be amended from time to time
3. Cleaning shall consist of exterior washing; cleaning interior and exterior of all windows; mopping non-carpeted floors with clean water and appropriate cleaning solution; vacuuming; cleaning and wiping down all non-upholstered seats with clean water and appropriate cleaning solutions; washing and scrubbing of the full exterior, wheels, under carriage, and fuel fill area to remove dirt, grime, oil and other excessive residue; washing the dashboard, all stanchions and other exposed surfaces; sweeping or vacuuming and mopping all floor; and removing gum, grease, oil, etc. from all surfaces.
4. All seats and surfaces must be dry before the vehicle is placed in revenue service.
5. Insects and vermin must be removed as necessary.

#### **I. Preventative maintenance and repair service**

Contractor shall continue to provide service during any periods when vehicle(s) are being repaired or not in revenue service. Spare vehicles could be used as replacement for vehicles under repair. Visibility for driver and passengers of all vehicles must not be obstructed, and window/glass must be replaced (within 72 hours) when, pits, cracks, abrasions and/or scratches, dust or damage are excessive. Excessive is defined as hindering and/or distorting clear visibility or is a safety hazard in accordance with DOT regulations.

1. Contractor shall provide routine preventative maintenance and repairs in accordance with attached Exhibit F - Preventative Maintenance Standards. Contractor shall ensure that employees/agents assigned to perform maintenance and repairs are properly licensed and qualified at its sole cost and expense.
2. Contractor must provide a comprehensive vehicle maintenance plan detailing the following: mechanic/technician training; preventative maintenance; general repair; parts inventory; bus washing; service and cleaning; specialized repairs, i.e. wheelchair lifts/ramps, body damage.

3. Contractor shall comply with all service operations, equipment and maintenance requirements established by the County, City, and the manufacturer's standards at its sole cost and expense.
4. Contractor shall utilize every practicable safeguard to minimize the discharge of pollutants. Failure to comply with EPA rules and regulations may result in fines, penalties or damages for any fuel or oil spillage or other contaminates, shall be the sole responsibility of the Contractor.
5. Contractor shall be responsible for providing qualified and trained employees to perform routine vehicle preventative maintenance and repairs for the service.
6. Contractor shall maintain preventative maintenance and repairs records on all services performed on each vehicle. Records shall be kept onsite and made available for inspection by City's and County's Contract Administrator.
7. Contractor shall maintain vehicles, all appliances and appurtenances, in good operating condition. All vehicles shall remain clean in appearance, safe and in proper working mechanical conditions at all times.
8. Contractor must obtain an Automatic Service Excellence (ASE) Blue Seal certification for the maintenance shop by the end of the first year of the contract. If required certification is not met, the Contractor must provide documentation of good faith effort to obtain the certification.
9. A lift/ramp must be inspected by the County's maintenance personnel if the lift/ramp fails for any reason while in service three (3) times within a six (6) week period. A lift/ramp must be replaced if it fails for any reason while in Service six (6) times within a twelve (12) week period. Lift/ramp repairs and major lift/ramp inspections (24,000-mile interval) must not be deferred for any reason. All lift/ramp components and replacements are the responsibility of the Contractor.
10. Preventative maintenance and repair data must be input into County's vehicle maintenance management system, AssetWorks or any other prescriptive database or program as required by the City and County at the intervals prescribed by the City and County. All preventative maintenance must be performed within 600 miles of the County's indicated interval or, if lacking a BCT interval, of the manufacturer's recommended interval or interval as identified in the vendors preventative maintenance program. All verified preventative maintenance items outside of the 600-mile interval will be deemed as unsatisfactory performance. Deferring of vehicle maintenance is not permitted.
11. Contractor must complete repair orders using a County-approved Contractor form for all vehicle maintenance repairs and inspections as specified in the BCT's Operator's Manual – Section VI Necessary Forms (pp. 75-82). The repair orders must include all repair codes, schedule update codes, etc.
12. Contractor must provide documentation on an annual basis of all maintenance training provided during the year. This information must be provided electronically and must include detail on training topics and hours of training.

13. Contractor shall provide vehicle parts necessary to maintain and repair vehicles. The cost and expense for these parts shall be the responsibility of the Contractor. The parts must be from an original equipment manufacturer (OEM) unless approved by the County in advance.
14. Major Maintenance and Repairs:
- a. Major maintenance and repairs are defined as any maintenance and/or repair activity in which the cost of parts and labor shall exceed Three Thousand Five Hundred and 00/100 Dollars (\$3,500.00). Contractor must notify County or City Contractor Administrator in writing of any/all major maintenance and repairs prior to maintenance or repair being done.
  - b. If major maintenance and repairs are beyond the capacity of the Contractor, Contractor shall have the maintenance and repairs completed by a licensed and qualified vehicle repair provider. Contractor shall be solely responsible for the cost and expense for obtaining outside vehicle repairs.
  - c. Any vehicle that becomes inoperable must be repaired and back in revenue Service within ten (10) business days.
  - d. In the event that a vehicle will not be back in revenue service within ten (10) business days due to the unavailability of parts or nature of the repair, Contractor shall notify the City's Contract Administrator in writing, and include the reason for the delay.
15. Air Conditioning (AC)/Cooling Systems:
- a. Contractor shall provide AC/cooling system maintenance and repairs in compliance with the EPA, in accordance with Section 608, Type II certification.
  - b. AC / Cooling Systems shall be capable of maintaining the interior temperature of sixty-eight (68) to seventy-two (72) degrees Fahrenheit of the Vehicle within sixty (60) seconds of closing the vehicle doors with and without passengers on-board, regardless of the outside temperatures.
  - c. AC / Cooling Systems System(s) shall remain in proper working conditions at all times. In the event that the temperature cannot be maintained, the Contractor shall dispatch a replacement vehicle immediately, no later than (one) 1 hour.
16. On-Street Maintenance
- Contractor must provide maintenance repair vehicle(s) and mechanics for on-street repair of buses during all hours of revenue service. Maintenance vehicle(s) and mechanics should be in numbers, positioned as such and be available by radio to respond to any maintenance issue within 30 minutes maximum of the call.

### **3.6 BASE OF OPERATION AND COMMUNICATIONS**

- A.** Contractor shall provide at its sole cost and expense, a base of operation for vehicles and vehicle operators. Two-way radios shall be provided for each vehicle in service as a means of communication between supervisors and operators. Contractor shall provide all transportation, scheduling, dispatching, vehicle servicing, vehicle maintenance, reporting and monitoring of the service. Contractor must ensure that all vehicles operating under this Contract have a properly

operating bus radio at all times while in revenue service. Contractor must provide standard operating procedures for operations before the commencement of service, (i.e. accident reporting, maintenance calls, radio communications etc.) or as otherwise requested by the City and County.

- B. Contractor shall provide to the County as directed a radio operating on the same frequency as the vehicles providing revenue service.

### 3.7 SAFETY

Federal and state requirements identified below apply to the Community Shuttle Program transit services but exclude the City-funded Seabreeze Tram service.

- A. Contractor shall comply with FAC Chapter 14-90 - Equipment and Operational Safety Standards for Bus Transit Systems, EPA, ADA, federal, state, local, or other governmental requirements, laws, rules and regulations, as currently enacted or as may be amended.
- B. Develop and adopt a SSPP and SPP that comply with the requirements set forth in Chapter 14-90. The SSPP and the SPP shall be provided to the City prior to providing service.
- C. Authorize inspections, and safety and security review by City, County, and the state of Florida.
- D. Comply with the adopted SSPP and SPP and ensure that safety inspections have been performed in compliance with Chapter 14-90.

### 3.8 PERSONNEL

#### A. Required Pre-commencement Meeting and Employee Replacement

Prior to commencement of service, City will meet the Contractor's Project Manager, Operations Manager, Maintenance Manager, Safety Manager, Training Manager, and Human Resources Manager. If Contractor removes/changes any of these personnel, Contractor shall notify City's Contract Administrator within one (1) business day. Contractor shall replace the individual within seven (7) calendar days. Contractor shall permanently fill any vacant position within sixty (60) days from the time the interim is provided.

#### B. Organizational Chart

Contractor shall provide an organization chart showing all personnel with respect to oversight and operation of service.

#### C. Contractor Personnel Files

Contractor shall maintain current employee rosters and personnel files for each employee at all times.

##### 1. Employee personnel files

Personnel files shall include employee's name, drivers' license number and expiration date, driving record, background verification record, criminal background information, Immigration and Naturalization Service's Employment Eligibility Form (I-9) as applicable.

##### 2. Change in Status

Contractor shall document and report any changes in status to the City's Contract Administrator. Contractor shall provide a copy of vehicle operator personnel files to BCT Safety Manager and City's Contract Administrator at time of hire and upon any change in status. Personnel files shall be provided within five (5) business days prior to commencement of Service. Change in status may include but is not limited to driving license suspension, infractions and termination of employment.

**D. Experience and Personnel**

The Contractor must meet the minimum qualifications listed below for determination of being technically responsive and responsible. Those that do not meet the below listed minimum qualifications may not be considered further.

**1. Experience of Firm**

The firm (or general partner of the firm) must have five (5) or more years of recent (within the last 7 years) and relevant experience in providing regularly scheduled, fixed route public transit bus service similar in scope, size and complexity to the work to be performed.

**2. Experience of Key Personnel to be Assigned to this Project**

Key Personnel are required to have relevant direct experience managing at their proposed level at a property similar in scope, size, and complexity to the services being proposed. The Key Personnel proposed for this project must meet the requirements listed below. If a candidate does not meet the minimum qualifications, the Proposer may request a review by the City for acceptability.

**3. General Manager**

General Manager requires three (3) or more years of recent (within the last 5 years) and relevant direct experience managing all aspects of a fixed route public transit service similar in scope, size, and complexity to the work to be performed.

**4. Project Manager**

Project Manager requires three (3) or more years of recent (within the last 5 years) and relevant direct experience managing all aspects of a fixed route public transit service similar in scope, size, and complexity to the work to be performed.

**5. Operations Manager**

Operation Manager requires three (3) or more years of recent (within the last 5 years) and relevant direct experience managing the operations of regularly scheduled fixed route public transit service similar in scope, size, and complexity to the work to be performed.

**6. Maintenance Manager**

Maintenance Manager requires three (3) or more years of recent (within the last 5 years) and relevant experience managing the maintenance functions of a transit bus maintenance shop similar in scope, size, and complexity to the work and with same or similar type of transit vehicles/equipment.

**7. Safety Manager**

Safety Manager requires three (3) or more years of recent (within the last 5 years) and relevant experience managing in their field of expertise at a transit bus property similar in scope, size and complexity to the work to be performed.

**8. Training Manager**

Training Manager requires three (3) or more years of recent (within the last 5 years) and relevant experience managing in their field of expertise at a transit bus property similar in scope, size and complexity to the work to be performed.

**9. Human Resources Manager**

Human Resources Manager requires three (3) or more years of recent (within the last 5 years) and relevant experience managing in their field of expertise at a transit bus property similar in scope, size and complexity to the work to be performed.

10. Qualification Exemptions

If the current title of any proposed candidate is not synonymous with those listed, documentation must be provided detailing the equivalent combination of experience, knowledge, skills, abilities, and other characteristics that qualify the candidate for the position.

11. Experience of Key Support Staff to assist with this Project

Key support personnel that will provide management or consulting support on-site or from a remote office are required to have relevant direct experience managing in their field of expertise at a property similar in scope, size, and complexity to the work. Key support staff must be identified along with their supporting role. The Contractor must provide all personnel and human resource management to hire, train, and supervise operators, mechanics, service workers, and supervisory and administrative staff.

12. Personnel Hiring and Changes

City reserves the right to approve the initial candidates and all proposed changes to the local Key Personnel positions noted, i.e., General Manager, Project Manager, Operations Manager, Maintenance Manager, Safety Manager, Training Manager, Human Resources Manager, and other senior level proposed positions that the Contractor may name with different title designations. The City reserves the right to approve any replacements in these positions during the term of the contract.

13. The Contractor must maintain, at a minimum, all Key Personnel, administrative, supervisory, operations, maintenance and support staffing levels identified in organizational charts, position listings, or text in the Contractor's response to the bid (i.e., office management, supervisors, dispatchers, leads, operators, mechanics, etc.). Any reduction to the originally proposed staffing levels requires City approval. The Contractor must provide the City written notification of any variance to the staffing levels that could impact service immediately upon the occurrence of such variance. The Contractor must accompany any such notification with a "recovery plan" that addresses personnel shortages.

14. The Contractor must not replace the General Manager, Project Manager, Operations Manager, Maintenance Manager, Training Manager, Safety Manager, or the Human Resources Manager without the written consent of the City. The Contractor must submit the resume and qualifications of an acceptable replacement to the City within thirty (30) days after notification of the manager's resignation/relocation/termination.

15. City reserves the right to request the Contractor to remove from activities associated with the Contract any employee that fails to meet the performance standards for these positions as determined by the City. The Contractor will have a maximum of sixty (60) days to fill any vacant staff position (Key Personnel, office management, administrative, or support staff).

**E. Project Manager**

1. Contractor shall designate a Project Manager to oversee the complete operation of the service detailed herein. Project Manager shall have proficient experience in bus service operations regarding the entire scope of services required herein. Contractor shall provide resumes, background verification, and background check information for the selected individual(s) that will be designated Project Manager. Resume must demonstrate employees' direct experience with similar projects. The City shall be the sole judge of deeming such experience acceptable for a contract of this nature.



2. Project Manager shall be the primary person of contact and work in conjunction with City's Contract Administrator. Project Manager shall be responsible for overall operational supervision, which includes scheduling, dispatching, overseeing maintenance and repair obligations, reporting and monitoring all service required herein.
3. Project Manager shall develop, maintain and keep current records for investigation and reporting any accidents/incidents including passenger accidents, unsafe practices, loss of life, injuries, stoppage or major disruptions of service, non-routine events, including any order imposed by a competent regulatory authority or anyone in an authority regulatory capacity which prevents the continuation of transportation Service herein. The Contractor shall report all accidents/incidents to City's Contract Administrator within 24 hours unless there are transports to the hospital or fatalities in which the City's Contract Administrator must be notified within one (1) hour of the event.
4. If Contractor removes/changes the designated Project Manager at any time, the Contractor shall notify City's Contract Administrator within one (1) business day. The Contractor shall replace the Project Manager within seven (7) calendar days. Contractor shall permanently fill any vacant Project Manager positions within thirty (30) days from the time the interim Project Manager is provided.

#### **F. Vehicle Operators**

1. Contractor shall not employ or retain any vehicle operator or supervisor to perform any obligations herein, whose driving record does not meet the requirements of the Department of Motor Vehicles of the State of Florida (FLDMV), containing a conviction or plea or nolo contendere regardless of adjudication, for any of the following:
  - a. One (1) or more moving violations within the past three (3) years.
  - b. An AT-FAULT accident within the last three (3) years.
  - c. A Failure to Appear or Failure to Pay within the last three (3) years.
  - d. A Reckless Driving within the last seven (7) years.
  - e. A Driving Under the Influence (DUI) within the last seven (7) years, two (2) convictions, (lifetime), for DUI is an automatic disqualification.
  - f. A DUI Causing injury.
  - g. A suspension within the last three (3) years (one (1) suspension for PIP permitted).
  - h. A Manslaughter resulting from the operation of a motor vehicle.
  - i. A Hit and Run or Hit and Run with Property Damage.
  - j. Any combination of any violations that indicate a pattern or irresponsibility or poor judgment.

**NOTE:** All vehicle operators shall report any and all convictions of in-state or out of state moving violations including loss of driving privileges due to state suspension or revocations.

1. Contractor shall hire, train and supervise all vehicle operators to perform services required herein.
2. Vehicle operators shall meet all requirements for performing Community Shuttle Program service as required by federal, state and local law, which shall include but not be limited to, the requirements of FAC Chapter 14-90. Contractor shall ensure that all vehicles are operated in a careful and proper manner at all times.
3. Vehicle operators shall be properly trained, licensed and possess satisfactory work qualifications and experience to perform service. Vehicle operators shall be licensed as an operator for at least three (3) years.

NOTE: Time spent driving on learner's permit does not count towards this requirement.

4. Contractor may submit a training program for Vehicle Operator Training to BCT Director of Operations for review/approval in lieu County's Vehicle Operator Training. If approved, County and City reserve the right to require additional training be added to Contractors Vehicle Operator Training.

NOTE: All instructors of the Contractor who provide training must be a certified National Safety Council Defensive Driving Instructor or County-approved equivalent. All instructors must be observed instructing and be approved by the Director of Operations before being used as an instructor.

5. The Contractor must maintain a complete training file on each operator. Training files must document, with instructor signatures, hours and dates of classroom instruction, elderly and disabled passenger training, defensive driving training, behind-the-wheel training, and revenue training by route and block. Training records must be available to the City and County upon request.
6. Contractor shall obtain all required state and local permits and ensure that all vehicle operators are properly licensed for the service which they are providing. Documentation shall be provided to City's Contract Administrator.
7. Vehicle operators must strictly comply with the provisions set forth herein. If a vehicle operator fails to meet the requirements necessary to perform service, Contractor shall immediately remove the operator from service and replace him/her with another.
8. Vehicle operators shall carry their Florida Driver's License with them at all times. Vehicle operator's Florida Driver's License shall be Class A or B with airbrake and passenger endorsements issued by the State of Florida as prescribed in Commercial Motor Vehicle Safety Act of 1986, or as subsequently amended while providing service herein.
9. Vehicle operators shall record bus number, number of passengers boarding and alighting by stop and mileage at beginning and end of the workday.

NOTE: From the beginning of the route until the vehicle returns to the garage where it is stored.

10. Vehicle operators shall not operate any personal wireless communication devices while occupying the operator's seat or operating area.
11. Vehicle operators shall not drive recklessly or unsafely, illegally park or stop, or commit any other traffic violations.
12. Contractor shall provide daily Extra Board (back-up/stand-by) vehicle operators in an amount not less than fifteen (15%) of the total amount of operators required to operate the daily service. Supervision cannot be counted in calculation.
13. City and County may from time to time require additional training for contracted vehicle operators. Notification will be provided at least fourteen (14) calendar days from the date of training. Contractor must provide the City and County with a minimum of fourteen (14) calendar days' advance written notice if Contractor wants to have additional employees trained through the County's Operators Training Program at no cost to the Contractor. However, the Contractor shall be responsible for paying employees salary during training.

#### **G. Dispatchers**

Contractor shall have a dispatcher on duty during all periods that buses are in service. Dispatchers must meet the same minimum hiring requirements as bus operators and should, preferably, have previous experience as a bus operator or operations supervision.

#### **H. Street supervision**

Contractor shall have Street Supervisors available/covering the service at all times that there is a revenue vehicle in operation. Street Supervisors must be in numbers sufficient to respond to any incident/accident within a maximum of 30 minutes of the call during revenue operating hours. Street Supervisors should meet the same minimum hiring requirements as bus operators and should, preferably, have previous experience as a bus operator. At a minimum, Street Supervisors must complete Vehicle Operator training. Contractor shall identify the number of street supervisors to be on duty daily before the commencement of Service. Contractor shall identify the number of reliefs done daily, how these reliefs are done, and vehicles used for reliefs and supervision.

### **3.9 REPORTING, RECORDKEEPING, AND AUDITING**

#### **A. Compliance to Reporting, Recordkeeping, and Auditing Programs**

Contractor shall attend and participate in coordination meetings with City staff, as requested. Contractor shall be available for and comply with City monitoring and auditing programs.

#### **B. Reporting and Recordkeeping Procedures**

Contractor shall work with City by using appropriate operating methods, procedures and protocols, and implement those policies which City directs as integral to the efficient and effective operation of the Service.

#### **C. Timely Delivery of Requested Information and Data**

Contractor shall respond to City's Contract Administrator request for information in a timely manner. Contractor shall submit operating, financial, performance reports, National Transit Database (NTD) reports and invoices as directed by City's Contract Administrator.

**D. Recording Requirements**

Contractor shall maintain complete and accurate records of all service and activities performed for each bus route, in accordance with Exhibit E – Reporting Requirements Form. Summary reports shall include, but not be limited to, number of passengers transported each day, monthly passenger, revenue miles each day, monthly revenue miles, deadhead miles each day, monthly deadhead miles, vehicle miles per vehicle, monthly vehicle miles, monthly revenue hours, monthly vehicle hours, road calls, nature of call, and changes to the primary vehicle inventory (if applicable).

**E. Preventative Maintenance Inspection (PMI) Compliance Report**

Contractor shall submit a PMI Compliance Report monthly or as otherwise requested by City's Contract Administrator, in accordance with Exhibit G – Preventative Maintenance Inspection Report. This report will show all PMI's completed the prior month and are due by the 10th business day of the following month. This report must list the bus number, inspection date, type of PMI, miles at current PMI, miles at previous PMI, miles between previous and current PMI, and variance to scheduled miles.

**F. Service and Cleaning Compliance Report**

Contractor must submit a monthly report, or as otherwise directed by City's Contract Administrator, of all interior cleanings completed. This report must list the bus number, cleaning date, miles at current cleaning, miles at previous cleaning, miles between previous and current cleaning, and variance to scheduled interval. The report must be submitted by the 10th business day of the following month.

**G. Accidents/Incidents Report**

Contractor shall have a written procedure in place for reporting accidents/incidents to City Contract Administrator. City shall review and approve Contractor's reporting procedure prior to commencement of service.

**3.10 INVOICING**

- A.** Contractor shall provide accurate and complete monthly invoices for service herein. Invoices shall be received within 10 business days, no later than the 15th day of each month.
- B.** Prices offered on the proposal response are all inclusive and constitute complete compensation.

**3.11 FARES**

Contractor shall operate the shuttle service as a free fare public transportation service.

**3.12 SUSPENSION OF OPERATIONS**

- A.** Contractor shall notify City's Contract Administrator no later than (two) 2 hours of its intent to suspend operations. Contractor must receive written approval from City prior to proceeding with suspension of operations. Failure to obtain written approval by City shall be a violation of the terms and conditions.
- B.** Contractor may suspend all or a portion of service when said performance is made impossible by anticipated and unanticipated inclement weather, hurricane, earthquake, fire, flood, or other natural phenomenon of a severe and unusual nature, act of a terrorism, epidemic, quarantine, restriction, embargo, protests, or any other unforeseeable cause beyond the control of the Contractor.

- C. Contractor shall not be compensated for the delivery of service which were not provided during the periods when operations have been formally suspended.

### 3.13 DAMAGES

- A. Contractor shall not damage City and/or its customer property such as, but not limited to; vehicles and/or bicycles, City buses, bus stops, signage and shelters while performing service.
- B. If property is damaged due to the fault by way of action or inactions of the Contractor, fines, penalties, other related cost and expenses shall be the sole responsibility of the Contractor.

### 3.14 LOST AND FOUND

- A. Refuse, newspapers and other recycled material remaining on board shall become the property of the Contractor.
- B. Customer items found shall be maintained and made available consistent with City's Lost and Found Policy, Florida Law and detailed in the BCT's Operator's Manual – Section I, Lost and Found, subsection D (pp. 14-15).
- C. In lieu of County BCT's Policy, Contractor shall submit a lost and found policy not later than 72 hours before the commencement of Service. This policy must be approved by City's Contract Administrator.

### 3.15 COMPLAINTS

- A. City will provide Contractor signage with Customer Service Center contact information. Customer Service Center signs shall be conspicuously placed on each vehicle. City shall receive and process all complaints through its Customer Service Center's information number (954) 828-8000 and through a standard complaint system embedded in the City's Community Shuttle website. City's Contract Administrator shall forward all relevant complaints to Contractor upon receipt. Customer complaints shall be addressed and resolved within five (5) business days. All complaints shall be resolved, summarized and reported to City's Contract Administrator with the monthly Service statistics.
- B. Contractor shall respond to City's Contract Administrator upon completion of Contractor's investigation of the complaint.
- C. Contractor shall establish appropriate discipline to meet the obligations of service. City's Contract Administrator shall be notified and made aware of any discipline that impacts the Contractor's ability to provide service herein. All disciplinary actions/incidents shall be properly documented in employees' personnel files and made available to the City's Contract Administrator for review on-site at Contractor's designated location. Disciplinary documentation shall include the reason for the discipline and the action taken by the Contractor. Documents must be provided to the City's Contract Administrator within seven (7) calendar days of the event being resolved.

### 3.16 PERFORMANCE MEASURES

#### A. Performance-based Service

The City shall review and evaluate the Contractor's performance standards and service at daily, weekly or monthly intervals at its discretion.

**B. Timely Performance**

It is hereby understood and mutually agreed to by and between both parties hereto that timely performance is an essential condition of this service. Upon award, the Contractor shall be obligated to perform all services and obligations in compliance with the specifications and requirements herein. Failure to meet the performance requirements herein, will be considered as direct non-compliance with the terms and conditions and may result in default, cancellation of service contract, and all other applicable remedies available to the County.

**C. Service Failure/Disruption**

If there is an incident of service disruption and upon the review of the City's Contract Administrator it is determined that it was a result of actions or inactions of the Contractor, the City will consider this as direct non-compliance with the terms and conditions of this service contract and will require immediate attention.

**D. Notice of Non-Compliance with Contract Requirements**

The City shall issue the Contractor a Notice of Non-Compliance with Contract Requirements notice for non-compliance to the terms and conditions set forth herein, including failure to meet performance standards. The Contractor's response to this notice and its action to correct the identified deficiencies is required within five (5) business days of receipt to avoid additional action by the City. The notice and the Contractor's response will become a permanent part of your City of Fort Lauderdale's Vendor file and may be used as a basis for determining the Contractor's eligibility to continue as a City vendor.

**E. Performance Standards Components**

The following performance standards components required for this service are subject to determination by the City and County to be in their best interest:

1. On-Time Performance (OTP)  
Contractor shall maintain a minimum OTP of 80% for all services per route. OTP is defined as departing from a stop or time point between the window of zero (0) minute early and five (5) minutes late. The Contractor must provide documentation identifying performance metric of "OTP" monthly or as otherwise requested by City's Contract Administrator.
2. Accidents per 100,000 Miles (regardless of fault/preventability)  
Contractor must provide documentation identifying performance metric of "Accidents per 100,000 Miles" on at least a quarterly basis or as otherwise requested by City's Contract Administrator.
3. Average Revenue Miles Between Accidents (regardless of fault/preventability)  
Contractor shall maintain a minimum of 10,000 revenue miles between accidents. Contractor must provide documentation identifying performance metric of "Average Revenue Miles Between Accidents" on at least a quarterly basis or as otherwise requested by City's Contract Administrator.
4. Average Revenue Miles Between Road-Calls  
Contractor shall maintain an average of no less than 10,000 miles between road calls. Contractor must provide documentation identifying performance metric of "Average Revenue Miles Between Road Calls" on at least a quarterly basis or as otherwise requested by City's Contract Administrator.
5. Performance Measure Provisions  
Contractor shall comply with the performance measure provisions.

- 6. Accessibility and Safety Equipment  
Contractor shall maintain per service requirements.
- 7. Complaints per 50,000 Boardings  
Contractor must provide documentation identifying tracking of and performance metric “Complaints per 50,000 Boardings” (or similar based on approval by City) on a monthly basis or as requested by City’s Contract Administrator.  
NOTE: Repeat Complaints – Defined as four (4) or more complaints related to the same issue/issues within a quarter are considered to be serious.
- 8. Reporting Requirements  
Contractor shall maintain per service requirements or as otherwise directed by City’s Contract Administrator.
- 9. Bus Appearance  
Contractor shall maintain per service requirements.
- 10. Service Failure/Disruption  
Contractor shall maintain daily services per service requirements. Authorized disruption in services shall be approved as deemed appropriate by the City’s Contract Administrator.

**F. Fines for Non-Compliance with Contract Requirements**

In addition to a Notice of Non-compliance with Contract Requirements, it is hereby understood and mutually agreed to by and between both parties hereto, actions or inaction of the Contractor in performing Service or obligations outlined herein, may lead to additional fees borne to the Contractor in the amount shown in Table 1 – Performance Standards and Fines. The fine charged for each violation bears a reasonable relationship to the value, or lack thereof, of the overall service and obligations required and reflects the diminished value of such service to the City and the customers. The City is the sole determinant of the applicability and calculation of this fee.

**Table 1: Performance Standards and Fines**

Category	Performance Standard	Fine
Missed service	For each hour of failure/disruption or vehicle not in Service for an entire day	\$83.56/ hour
Preventative maintenance	Failure to complete preventative maintenance inspections on time with the recommended minimum scheduled service intervals	\$50/ incident
Accessibility and safety equipment	Failure to maintain the vehicles’ compliance with ADA required accessibility equipment including wheelchair lifts, adequate numbers of securement devices, and all standard safety equipment. The equipment’s serviceability and operability shall be well maintained and functional at all times.	\$50/ incident
Other vehicle equipment	Failure to provide heat or air conditioning	\$50/ incident
Notification of changes in schedule	Failure to notify the City regarding any changes in schedule	\$50/ incident

Notification of service interruptions	Failure to promptly report all incidents of vehicle or passenger crashes, road calls, and service interruptions	\$50/ incident
On-time schedule	Failure to maintain transit schedule within a 15-minute window, excluding acts of weather, road construction/closing, or driver illness	\$50/ incident
Vehicle appearance	Failure to maintain vehicles, both interiors and exteriors	\$50/ incident
Data reporting	Failure to submit reporting requirements on agreed intervals	\$25/ day the requested data is late

**3.17 INNOVATIVE TECHNOLOGY**

**A. Location-enabled Mobile Applications**

1. Contractor, in coordination with the County, shall equip vehicles with GPS to provide real-time information of the buses to passengers via a mobile app and a web-based interactive bus tracker.
2. Contractor shall validate the data for analytical purposes as requested by City staff.
3. The mobile application shall include the following features:
  - a. City of Fort Lauderdale brand
  - b. Free to be downloaded in Android and Apple App stores
  - c. Links to City’s customer service
  - d. Links to technical support that shall be maintained by the Contractor
  - e. Menu to view agency trip issues such as delays, events, lost and found, and other announcements
  - f. Link to the City’s Community Shuttle website
  - g. Automated messages for targeted marketing and notification purposes
  - h. Functionality to dispense short passenger surveys
4. Contractor shall provide a web-based version of the mobile app via an interactive bus tracker to be embedded in the City’s Community Shuttle website.

**B. Performance Dashboard**

Contractor shall provide and maintain a performance measure dashboard with the following features:

1. User-friendly interface with password-protected access for City staff.
2. The dashboard shall display user-selected performance measure graphs or trends over a period of time starting with the commencement of the Contract. Both the performance measure and time period will be filtered or adjusted by the user/ City staff depending on the analytical need. The dashboard will include metrics for labor utilization, service efficiency, service effectiveness, safety and security, and asset management (see Section 3.16 for the list of performance measures required to be tracked by the Contractor).
3. Contractor shall work with City staff to migrate historical performance data of the Community Shuttle Program into a format compatible with the dashboard.



**C. Installation and Removal of Equipment Software/Hardware**

The City will facilitate requests to coordinate with the Contractor to install and remove equipment of software/ hardware.

1. The County reserves the right to install Automatic Vehicle Locator (AVL), Computer Assisted Dispatching (CAD), Global Positioning Systems (GPS), Mobile Data Terminals (MDT), Interactive Voice Response (IVR), GFI Electronic Fareboxes, Voice Radios, Digital Camera Systems, and Wi-Fi related hardware/software and/or like technology on vehicles.
2. Installation/removal service may be performed at Contractor's or County's facilities. The County will complete all repairs and preventative maintenance for County-installed software/hardware.
3. Contractor must report problems to the County for repair as soon as possible, but no longer than 24 hours after initial problem. The Contractor must coordinate access to the vehicle at established times for repair or at the County's Maintenance Facility. Should the County install CAD/AVL systems on vehicles, Contractor will be provided sign-on criteria which would become part of the pre-trip activities. County would provide training as applicable.

**D. Other innovative technology**

The Contractor shall have the capability to either support or partake in future transit-related pilots that the City initiates to improve operational efficiency of the Community Shuttle Program using innovative technology such as the use of planning software, electric buses and automated vehicles, conduction of technology-based trainings, as well as the launch of microtransit and technology-mediated first and last mile micromobility programs.

**3.18 CONTRACT START-UP AND TRANSITION****A. Start-up**

1. The Contractor is required to organize, schedule and implement a start-up plan. This plan must address all activities and procedures that will be followed to ensure the smooth start-up and transition of the service. The end date of the start-up plan is the service start date.
2. Start-up activities of the Contractor must begin immediately upon "Notice to Proceed" and must be completed by the service start date. The Contractor is responsible for carrying out an effective and smooth startup. The City will hold weekly meetings with the successful Contractor commencing with the award of the contract.
3. If the successful Contractor is not the incumbent, the Contractor must provide a minimum of sixteen (16) hours of training for all Revenue Vehicle Operators who transition from the incumbent Contractor to the new Contractor. This training must include refresher operational training. The refresher training must accommodate the work schedules of the existing employees and must be completed within ninety (90) calendar days after the service start date.
4. All individuals hired for the position of Revenue Vehicle Operator with no prior bus operating experience will be required to complete the full Vehicle Operator Training Program.

5. The Contractor must provide all support vehicles necessary for on-street supervision, road relief efforts, and on-street maintenance service. All support vehicles must be available, on-site prior to the service start date.
6. If Contractor is not the incumbent, the approved Project Manager, General Manager, Operations Manager, Maintenance Manager, Safety Manager, Training Manager, and HR Manager must be physically present for start-up.
7. If Contractor is not the incumbent, the following activities must commence no later than 21 days after the Notice to Proceed date: hiring and training of bus operator trainers, hiring and training of bus operators, hiring and training of mechanics and service workers, hiring and training of dispatchers and street supervisors, hiring and training of all other support staff.
8. If Contractor is not the incumbent, the facility must be under contractual obligation by the Contractor and occupancy eminent beginning 21 days after the Notice to Proceed date.
9. 45 Days Prior to Service Start Date  
Submit draft System Safety Program Plan to the City Contract Administrator, County Contract Administrator and County Safety Manager.
10. 45 Days Prior to Service Start Date  
Minimum of 50% of required operators, required Mechanics, required service workers, required dispatchers, and required supervisors hired and trained.
11. 21 Days Prior to Service Start Date  
Minimum of 90% of required operators, required mechanics, required service workers, required dispatchers, and required supervisors hired and trained. hired and trained.
12. 21 Days Prior to Service Start Date  
100% of required dispatchers and street supervisors hired and training complete.
13. 7 Days Prior to Service Start Date  
Submit final System Safety Program Plan to the City Contract Administrator, County Contract Administrator and County Safety Manager.
14. 7 Days Prior to Service Start Date  
100% of required operators, required mechanics, required service workers, required dispatchers, and required supervisors hired and trained.
15. 7 Days Prior to Service Start Date  
Facility fully equipped and operational. 100% of support vehicles received and ready for service.
16. 7 Days (or as directed) Prior to Service Start Date  
Revenue Vehicles to be used for service will be inspected by the County. Items or issues identified shall be repaired by the Contractor and re-inspected by the County. The inspection may be done at the Contractor's site or a County Facility at the discretion of the City and County.

17. **Service Start Date**  
100% of contracted Revenue Service implemented on schedule.
18. **Weekly After Service Start Date (4 Weeks Minimum)**  
Contractor performance may be evaluated for on-time performance, service disruptions, and adherence to contractual obligations.

#### **B. Required Documentation**

Start-Up Plan needs to address all activities and procedures that will be followed to ensure the smooth start-up of the service, including, but not limited to the following:

1. The plan must document recruitment and training schedules, acquisition of necessary equipment, leases or purchases of facility, facility improvements, acquisition of permits and licenses, and all other activities necessary to implement a successful transit service program.
2. The plan must include a detailed chronology/calendar and explanation of all items listed.
3. The detailed chronology/calendar must address all activities to be completed after the Notice to Proceed date.

#### **C. Transition – Incumbent**

If the Incumbent is not the selected Contractor, the Incumbent will schedule demobilization or “closeout” inspections for Revenue Service Vehicles starting 21 days prior to the termination of services. Any issues or defects found will be repaired at the sole cost of the Incumbent. The County will re-inspect the vehicles. It is the sole discretion of the County as to the repair worthiness of any Revenue Service Vehicle.

### **3.19 CITY'S SERVICES**

#### **A. Contract Oversight**

The City's Contract Administrator will monitor the Contractor's compliance with Service requirements set forth herein and in accordance with the City-County ILA for Community Shuttle Service (Exhibit A). This includes the tracking of performance standards and reviewing all policies established by the Contractor relative to the public transportation services.

#### **B. Service Planning**

The City shall review the service planning, including adjustments to the routes, schedules and such other factors that affect the quality of service provided. The City, in coordination with the County, shall be responsible for designation of transit stops. Route timetables will be prepared by the County and shall be provided by the City to the Contractor.

#### **C. Leased Vehicles**

The City shall lease to Contractor eleven (11) wheelchair accessible, passenger vehicles, obtained from County, to be used in regular service routes. Such vehicles shall comply with ADA and all applicable federal and state regulations. The vehicles shall be leased to the Contractor for Ten Dollars (\$10.00) each per year. Prior to acceptance of the vehicles by Contractor, the Contractor, at its own cost, shall have the right to inspect, or cause to be inspected, the vehicles by a mechanic designated by the Contractor. The City shall provide the manufacturer's warranties and maintenance shop manuals to the Contractor.

The City shall also lease the Contractor four (4) vehicles – 2 trams and 2 trailers to service the Seabreeze Tram route. Such vehicles will be leased at no cost to the Contractor. The City shall maintain these vehicles, but the Contractor shall support the City in adhering to the tram's maintenance schedule, which may include the provision of operators to transport the vehicles from the garage to the designated fleet facility for regular maintenance.

Further the City and County shall be responsible for the installation of striping and logos on all transit vehicles. All costs associated with the initial installation and materials shall be paid by the City. However, the Contractor shall be responsible for the costs associated with the installation of striping and logos resulting from crashes or damage to vehicles.

**D. Marketing**

The City will be responsible for marketing program development and implementation, including public outreach as well as website and social media maintenance. The Contractor in some instances shall assist with the distribution of marketing materials.

**E. Citizen participation**

The City will be responsible for planning and conducting all citizen participation meetings and/or public hearings associated with the evaluation of service quality and the development of service improvements. The Contractor's Project Manager or designated staff shall attend these meetings and/or public hearings and participate in them as appropriate.

**F. Complaint resolution**

The City shall be responsible for receiving customer complaints regarding the provision of transit service and responding back to the customer upon investigation by the Contractor. In some cases, the City may require the Contractor to be involved in the customer response process.

**G. Payment of Invoices**

1. The City shall review monthly invoices submitted by the Contractor to ensure accuracy of requested reimbursement. Ridership statistics and other relevant documentation may be requested to verify submission. Adjustments may be made by the City based on monthly audits of ridership, operational data, and fines deducted. The City shall pay approved Contractor invoices, as adjusted, in accordance with the State of Florida Prompt Payment Act.
2. Payment to Contractor shall be on an hourly basis, per vehicle in revenue service. The funds shall be used by Contractor solely for the purpose of maintaining, operating and properly equipping the vehicle and for no other purpose. The City shall not be responsible for payment of any other monies to Contractor under the solicitation.
3. 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 Contractor as they become due.

**H. County Liaison**

The City shall serve as a liaison between the Contractor and the County who is the primary funding source of the Community Shuttle Program.

*END OF SECTION*

## SECTION IV – SUBMITTAL REQUIREMENTS

### 4.1 Instructions

- 4.1.1** The City of Fort Lauderdale uses BidSync ([www.bidsync.com](http://www.bidsync.com)) to administer the competitive solicitation process, including but not limited to soliciting proposals, issuing addenda, responding to questions / requests for information. There is no charge to register and download the RFP from BidSync. Proposers are strongly encouraged to read the various vendor Guides and Tutorials available in BidSync well in advance of their intention of submitting a proposal to ensure familiarity with the use of BidSync. The City shall not be responsible for a Proposer's inability to submit a proposal by the end date and time for any reason, including issues arising from the use of BidSync.
- 4.1.2** Careful attention must be given to all requested items contained in this RFP. Proposers are invited to submit proposals in accordance with the requirements of this RFP. Please read entire solicitation before submitting a proposal. Proposers must provide a response to each requirement of the RFP. Proposals should be prepared in a concise manner with an emphasis on completeness and clarity. Notes, exceptions, and comments may be rendered on an attachment, provided the same format of this RFP text is followed.
- 4.1.3** All information submitted by Proposer shall be typewritten or provided as otherwise instructed to in the RFP. Proposers shall use and submit any applicable or required forms provided by the City and attach such to their proposal. Failure to use the forms may cause the proposal to be rejected and deemed non-responsive.
- 4.1.4** Proposals shall be submitted by an authorized representative of the firm. Proposals must be submitted in the business entities name by the President, Partner, Officer or Representative authorized to contractually bind the business entity. Proposals shall include an attachment evidencing that the individual submitting the proposal, does in fact have the required authority stated herein. A Proposal may be submitted by only one legal entity; "joint bids" are not allowed.
- 4.1.5** All proposals will become the property of the City. The Proposer's response to the RFP is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this RFP and the Contract to be executed for this RFP, subject to the provisions of Chapter 119.07 of the Florida Statutes. Any language contained in the Proposer's response to the RFP purporting to require confidentiality of any portion of the Proposer's response to the RFP, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the RFP constitutes a Trade Secret. The city's determination of whether an exemption applies shall be final, and the Proposer agrees to defend, indemnify, and hold harmless the city and the city's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the city's treatment of records as public records. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of the City.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT [PRRCONTRACT@FORTLAUDERDALE.GOV](mailto:PRRCONTRACT@FORTLAUDERDALE.GOV), 954-828-5002, CITY CLERK'S OFFICE, 100 N. ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301.**

Contractor shall:

1. Keep and maintain public records required by the City in order to perform the service.
  2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2018), as may be amended or revised, or as otherwise provided by law.
  3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this contract if the Contractor does not transfer the records to the City.
  4. Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of this Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
- 4.1.6** By submitting a response Proposer is confirming that the firm has not been placed on the convicted vendors list as described in Section §287.133 (2) (a) Florida Statutes; that the only person(s), company or parties interested in the proposal as principals are named therein; that the proposal is made without collusion with any other person(s), company or parties submitting a proposal; that it is in all respects fair and in good faith, without collusion or fraud; and that the signer of the proposal has full authority to bind the firm.
- 4.1.7 Multiple Proposers**  
Proposals may be rejected if more than one proposal is received from a Proposer. Such duplicate interest may cause the rejection of all proposals in which such Proposer has participated. Subcontractors may appear in more than one proposal.
- 4.1.8 Authorization to Provide Services**  
**A. System for Awards Management (SAM)**

To be eligible to submit a proposal to the City, the Proposer must have not been debarred or suspended from participating in Federally funded procurements. A copy of the Proposer's SAM registration must be included in the proposal submission.

#### **B. Doing Business in Florida**

In accordance with sections 607.1501, 608.501, and 620.9102, Florida Statutes, out-of-state corporations, out-of-state limited liability companies, and out-of-state limited partnerships must be authorized to do business in the State of Florida. Such authorization should be obtained by the proposal due date and time, but in any case, must be obtained prior to posting of the intended award of the contract.

For authorization, contact:  
Florida Department of State  
Tallahassee, Florida 32399  
(850) 245-6051

Please include a copy of your firm's Sunbiz with your submission.

#### **4.2 Contents of the Proposal**

Proposals shall contain information that is relevant and demonstrates the proposer's capabilities to successfully provide transit service and undertake the project. The Proposer is responsible for meeting all terms and conditions described in this RFP and in accordance with the County-City ILA for Community Shuttle Service (Exhibit A).

The City deems certain documentation and information important in the determination of responsiveness and for the purpose of evaluating proposals. Proposals should seek to avoid information in excess of that requested, must be concise, and must specifically address the issues of this RFP. The City prefers that proposals be no more than 125 pages in one complete pdf document. The proposals should be organized, divided and indexed into the sections indicated herein. These are not inclusive of all the information that may be necessary to properly evaluate the proposal and meet the requirements of the scope of work and/or specifications. Additional documents and information should be provided as deemed appropriate by the respondent in proposal to specific requirements stated herein or through the RFP.

##### **4.2.1 Table of Contents**

The table of contents should outline in sequential order the major areas of the submittal, including enclosures. All pages should be consecutively numbered and correspond to the Table of Contents.

##### **4.2.2 Executive Summary**

Each Offeror must submit an executive summary that identifies the business entity, its background, main office(s), and office location that will service this contract. Identify the officers, principals, supervisory staff and key individuals who will be directly involved with the work and their office locations. The executive summary should also summarize the key elements of the proposal. In addition, the proposal shall describe the minimum experience and qualifications requirements that will be used to select and hire an individual assigned locally to manage the service.

##### **4.2.3 Experience and Qualifications**

Indicate the firm's number of years of experience in providing the professional services as it relates the work contemplated. Provide details of past projects for agencies of similar size

and scope, including information on your firm's ability to meet time and budget requirements. Indicate the firm's initiatives towards its own sustainable business practices that demonstrate a commitment to conservation. Indicate business structure, IE: Corp., Partnership, LLC. Firm should be registered as a legal entity in the State of Florida; Minority or Woman owned Business (if applicable); Company address, phone number, fax number, E-Mail address, web site, contact person(s), etc. Relative size of the firm, including management, technical and support staff; licenses and any other pertinent information shall be submitted.

#### **4.2.4 Description of the Proposed Facility and Equipment**

The proposal shall include a description of the proposed operating facility(ies), including the address of the facility(ies). Such description shall include a brief description of the operating, administrative, and maintenance components of the facility(ies). Include description of items such as number of service bays, hoists, pits, fuel dispensing capability, vehicle wash bays, vehicle storage area, security, parts storage, and office space. Description of equipment should include technical capabilities and materials to support innovative technology in Section 3.17 of the Scope of Work.

#### **4.2.5 History of Performing Safe Transit Operations**

The proposal shall include a description of the safety history of the Proposer with respect to the provision of contracted bus transit services.

#### **4.2.6 Industry Awards and/or Certifications**

The proposal shall include a description of any relevant transit industry awards and/or certifications given to the vendor or key personnel identified for this project.

#### **4.2.7 Description of the Proposed Financial, Management, and Technical Resources**

The proposal shall include a description of the firm or organization's financial resources and history of financial stability. The Proposer shall demonstrate financial stability by providing financial statements and/or audits including an income statement and balance sheet, supplemented if necessary, by evidence of credit line or other resources to demonstrate financial capacity to successfully operate the service. In addition, the proposal shall include a description of its management plan indicating how it proposes to successfully manage the service, including technical resources. The proposal shall also include a description of the required insurance coverages to be provided, as described elsewhere in this RFP. Such description shall include the name of the insurer, the insurer's rating, and limits of insurance. Proposers may be requested to submit additional financial statements to demonstrate that the Proposer is financially responsible to receive the award.

#### **4.2.8 Approach to Scope of Work**

Provide in concise narrative form, your understanding of the City's needs, goals and objectives as they relate to the project, and your overall approach to accomplishing the project. Give an overview on your proposed vision, ideas and methodology. Describe your proposed approach to the project.

As a part of the response, a design plan and diagram(s) shall be presented to the City for approval.

The proposer shall also propose a scheduling methodology (timeline) for effectively managing and executing the work in the optimum time. The delivery time shall be stated in calendar



days from the date of City notification of award or notice to proceed with delivery. Such timeline information and proposed dates shall include, but not necessarily be limited to: delivery, installation, acceptance testing, personnel, and other related completion dates, in accordance with the RFP specifications.

NOTE: The project must be completed and accepted within 120 days from the City Notice to Proceed.

Also provide information on your firm's current workload and how this project will fit into your workload. Describe available facilities, technological capabilities and other available resources you offer for the project.

Additionally, the proposal should specifically address:

- ***Description of the Proposed Staffing, Training, Start-up, and Implementation Plan***

The Proposer shall submit a staffing plan detailing how it proposes to locate and hire vehicle operators, mechanics, and other non-supervisory personnel to carry out the project successfully. The staffing plan shall identify and describe the number of vehicle operators, mechanics, dispatchers and any other personnel necessary to carry out and successfully fulfill the needs and requirements of the City's transit service. The Proposer shall submit a training plan to be used to ensure that the employees in each of the positions are properly trained in the performance of their duties with emphasis on safety, ADA requirements, and good customer service. A brief description of the proposed training content and schedule shall be included. In addition, the Proposer shall address refresher training including frequency and content. Note that this excludes driver training and refresher course, which is provided by the County. The proposal shall also include an overall schedule to begin service. This project schedule shall identify and describe the key milestones and activities required to assure progress toward successful start-up and on-going operation of the service.
- ***Description of the Proposed Vehicle Maintenance Plan***

The Proposer shall describe its approach to vehicle maintenance that adheres to a detailed Vehicle Maintenance Plan that meets or exceeds the manufacturer's recommended service plan for vehicles being used as a part of the service. The Vehicle Maintenance Plan shall include how and where the maintenance/repair work is to be successfully completed (i.e., in-house vs. subcontracted) and details regarding the steps in the preventative maintenance program, including scheduled inspection intervals, maintenance program for preventative maintenance, and repair of vehicle accessories, such as wheelchair lifts and communications equipment, as well as a backup vehicle and tow plan in the event of vehicle breakdown or failure to return to service. The Proposer shall agree to provide the City with maintenance status reports via AssetWorks or any other prescriptive database or program as required by the City and County which shall clearly specify the preventative maintenance undertaken during a previous time period as well as a list of vehicle replacement parts purchased and installed.
- ***Management, Operating and Equipment Costs***

The Proposer shall submit a complete Cost Proposal Page that includes cost per revenue hour and estimated annual fuel costs. Understanding that the type of vehicles in the fleet impact operational and maintenance cost, the Proposer shall provide three

Cost Proposals, one for each of the vehicle inventory scenario listed in Exhibit C – Vehicle Inventory. Revenue hours are defined as hours when vehicles are in service according to published schedules. The Proposer must fully complete, sign, and date the attached Cost Proposal Page. The Proposer shall include all project costs as part of the completed Cost Proposal Page, including management and supervisory costs. Any deviations or exceptions made by the Proposer to the Cost Proposal Form not approved by the City in advance may render the Proposer's cost proposal as non-responsive.

#### **4.2.9 References**

Provide at least three references, preferably government agencies, for projects with similar scope as listed in this RFP. Information should include:

- Client Organization Name, address, contact person, telephone number, and number of vehicles operated for the client.
- The Proposer's responsibilities for the client (i.e., vehicle operations, vehicle maintenance, scheduling/dispatching, etc.) and years that service was provided shall also be identified.

**Note:** Do not include City of Fort Lauderdale work or staff as references to demonstrate your capabilities. The Committee is interested in work experience and references other than the City of Fort Lauderdale.

#### **4.2.10 Minority/Women (M/WBE) Participation**

If your firm is a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985, provide copies of your certification(s). If your firm is not a certified M/WBE, describe your company's previous efforts, as well as planned efforts in meeting M/WBE procurement goals under Florida Statutes 287.09451.

#### **4.2.11 Description of Capabilities and Experience**

The proposal shall include a description of vendor's legal status, authority, and or licenses to operate. Vendor is licensed by the State of Florida and Broward County to provide commercial transportation services and be currently and continuously engaged in providing such services for a minimum of three consecutive (3) years (no less than 36 months). Proposers shall also provide a copy of their SAM registration as proof that they can participate in federally funded procurements. The description shall include the major business functions, history, and organizational structure including location of firm's headquarters and major offices, management organization with names and locations of managing director(s) for this project.

#### **4.2.12 Subcontractors**

Proposer must clearly identify any subcontractors that may be utilized during the term of this contract.

#### **4.2.13 Required Forms**

##### **1. Proposal Certification**

Complete and attach the Proposal Certification provided herein.

##### **2. Cost Proposal Pages**

Provide firm, fixed, costs for all services/products using the forms provided in this request for proposal. These firm fixed costs for the project include any costs for travel

and miscellaneous expenses. No other costs will be accepted.

As mentioned in Section 4.2.8, the Proposer shall provide four Cost Proposals, one for each of the vehicle inventory scenario listed in Exhibit C – Vehicle Inventory.

**3. FTA Certifications**

The Proposer shall certify and sign Exhibits I through P and include them in in the proposal. These certifications only apply to the operation and maintenance of the Community Shuttle Program, which receives federal funding, and excludes the Seabreeze Trams service, which is locally funded by the City.

**4. Non-Collusion Statement**

This form is to be completed, if applicable, and inserted in this section.

**5. Non-Discrimination Certification Form**

This form is to be completed and inserted in this section.

**6. Verification of Employment Status**

E-VERIFY Affirmation Statement shall be completed and inserted in this section.

**7. Contract Payment Method**

This form must be completed and returned with your proposal. Proposers must presently have the ability to accept these credit cards or take whatever steps necessary to implement acceptance of a card before the start of the contract term, or contract award by the City.

**8. Sample Insurance Certificate**

Demonstrate your firm's ability to comply with insurance requirements. Provide a previous certificate or other evidence listing the Insurance Companies names for the required coverage and limits.

**9. System for Awards Management (SAM)**

A copy of the Proposer's SAM registration must be included in the proposal submission.

**10. Active Status Page from Division of Corporations – Sunbiz.org**

Provide PDF of current page with your proposal.

**11. W-9 for Proposing Firm**

This form must be completed and returned with your proposal.

*END OF SECTION*

**SECTION V – EVALUATION AND AWARD**

**5.1 Evaluation Procedure**

**5.1.1 Bid Tabulations/Intent to Award**

Notice of Intent to Award Contract/Bid, resulting from the City’s Formal solicitation process, requiring City Commission action, may be found at:

<http://www.fortlauderdale.gov/departments/finance/procurement-services/notices-of-intent-to-award>. Tabulations of receipt of those parties responding to a formal solicitation may be found at: <http://www.fortlauderdale.gov/departments/finance/procurement-services/bid-results>, or any interested party may call the Procurement Services Division at 954-828-5933.

**5.1.2** Evaluation of proposals will be conducted by an Evaluation Committee, consisting of a minimum of three members of City Staff, or other persons selected by the City Manager or designee. All committee members must be in attendance at scheduled evaluation meetings. Meetings may be in person or virtual. Proposals shall be evaluated based upon the information and references contained in the responses as submitted.

**5.1.3** The Committee may short list Proposals that it deems best satisfy the weighted criteria set forth herein. The committee may then conduct interviews and/or require oral presentations from the short-listed Proposers. The Evaluation Committee shall then re-score and re-rank the short-listed firms in accordance with the weighted criteria.

**5.1.4** The City may require visits to the Proposer’s facilities to inspect record keeping procedures, staff, facilities and equipment as part of the evaluation process.

**5.1.5** The final ranking and the Evaluation Committee’s recommendation may then be reported to the City Manager for consideration of contract award.

**5.2 Evaluation Criteria**

**5.2.1** The City uses a mathematical formula to determine the scoring for each individual responsive and responsible firm based on the weighted criteria stated herein. Each evaluation committee member will rank each firm by criteria, giving their first ranked firm a number 1, the second ranked firm a number 2, and so on. The City shall multiply that average ranking by the weighted criterion identified herein to determine the total the points for each proposer. The lowest average final ranking score will determine the recommendation by the evaluation committee to the City Manager.

**5.2.2 Weighted Criteria**

<p><b>Qualifications and Experience</b> Overall quality of Proposal, including responsiveness and comprehensiveness. Adequacy and appropriateness of proposed staffing plan, with consideration to key personnel qualifications. This also includes quality of the proposed vehicle maintenance program, equipment, and facilities</p>	<p>15%</p>
<p><b>Technical Plan</b> Adequacy of financial, managerial, and technical resources to successfully carry out the required services and meet required service standards</p>	<p>30%</p>

<b>Client References and Performance History</b> Record of past performance providing similar services to other transit agencies and/or municipalities	15%
<b>Innovation</b> Capability to fulfill required and optional innovative technologies to support current and future operations of the City	10%
<b>Cost</b> Based on proposed Cost per Revenue Hour	30%
<b>Cost</b> – Scenario A – Weighted Percentage - 5%	
<b>Cost</b> – Scenario B – Weighted Percentage - 10%	
<b>Cost</b> – Scenario C – Weighted Percentage - 10%	
<b>Cost</b> – Scenario D – Weighted Percentage - 5%	
<b>TOTAL PERCENT AVAILABLE:</b>	<b>100%</b>

**5.3 Contract Award**

The City reserves the right to award a contract to that Consultant who will best serve the interest of the City. The City reserves the right, based upon its deliberations and in its opinion, to accept or reject any or all proposals. The City also reserves the right to waive minor irregularities or variations of the submittal requirements and RFP process.

*END OF SECTION*

**SECTION VI - COST PROPOSAL PAGE**

**Proposers Name:** \_\_\_\_\_

**Vehicle Inventory Scenario A**

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

Cost to the City: Contractor shall quote firm, fixed, costs for all services/products identified in this request for proposal. These firm fixed costs for the project include any costs for travel and miscellaneous expenses. No other costs will be accepted.

**Notes:**

Attach a breakdown of costs including but not limited to labor, management and supervisory costs, equipment, materials and parts.

\*Unit Price Per Service Hour shall include fuel.

\*\*Below listed Estimated # of Hours are not assured and are estimated based on current planned route expansion.

\*\*\*Estimated Annual Fuel Costs are for informational purposes only.

		Estimated # of Hours	Unit Price per Service Hour - (Including Fuel)	Extended Price	Estimated Annual Fuel Costs
Year 1	First Term	20,846	\$0.00	\$0.00	\$0.00
Year 2		20,846	\$0.00	\$0.00	\$0.00
Year 3		20,846	\$0.00	\$0.00	\$0.00
Year 4	2nd Term at the Option of the City	27,934	\$0.00	\$0.00	\$0.00
Year 5		27,934	\$0.00	\$0.00	\$0.00
Year 6	3rd Term at the Option of the City	37,341	\$0.00	\$0.00	\$0.00
Year 7		37,341	\$0.00	\$0.00	\$0.00
<b>TOTALS:</b>				<b>\$0.00</b>	<b>\$0.00</b>

**Submitted By:**

\_\_\_\_\_  
Name (printed)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

**SECTION VI - COST PROPOSAL PAGE**

**Proposers Name:** \_\_\_\_\_

**Vehicle Inventory Scenario B**

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

Cost to the City: Contractor shall quote firm, fixed, costs for all services/products identified in this request for proposal. These firm fixed costs for the project include any costs for travel and miscellaneous expenses. No other costs will be accepted.

**Notes:**

Attach a breakdown of costs including but not limited to labor, management and supervisory costs, equipment, materials and parts.

\*Unit Price Per Service Hour shall include fuel.

\*\*Below listed Estimated # of Hours are not assured and are estimated based on current planned route expansion.

\*\*\*Estimated Annual Fuel Costs are for informational purposes only.

		Estimated # of Hours	Unit Price per Service Hour - (Including Fuel)	Extended Price	Estimated Annual Fuel Costs
Year 1	First Term	20,846	\$0.00	\$0.00	\$0.00
Year 2		20,846	\$0.00	\$0.00	\$0.00
Year 3		20,846	\$0.00	\$0.00	\$0.00
Year 4	2nd Term at the Option of the City	27,934	\$0.00	\$0.00	\$0.00
Year 5		27,934	\$0.00	\$0.00	\$0.00
Year 6	3rd Term at the Option of the City	37,341	\$0.00	\$0.00	\$0.00
Year 7		37,341	\$0.00	\$0.00	\$0.00
<b>TOTALS:</b>				<b>\$0.00</b>	<b>\$0.00</b>

**Submitted By:**

\_\_\_\_\_  
Name (printed)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

**SECTION VI - COST PROPOSAL PAGE**

**Proposers Name:** \_\_\_\_\_

**Vehicle Inventory Scenario C**

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

Cost to the City: Contractor shall quote firm, fixed, costs for all services/products identified in this request for proposal. These firm fixed costs for the project include any costs for travel and miscellaneous expenses. No other costs will be accepted.

**Notes:**

Attach a breakdown of costs including but not limited to labor, management and supervisory costs, equipment, materials and parts.

\*Unit Price Per Service Hour shall include fuel.

\*\*Below listed Estimated # of Hours are not assured and are estimated based on current planned route expansion.

\*\*\*Estimated Annual Fuel Costs are for informational purposes only.

		Estimated # of Hours	Unit Price per Service Hour - (Including Fuel)	Extended Price	Estimated Annual Fuel Costs
Year 1	First Term	20,846	\$0.00	\$0.00	\$0.00
Year 2		20,846	\$0.00	\$0.00	\$0.00
Year 3		20,846	\$0.00	\$0.00	\$0.00
Year 4	2nd Term at the Option of the City	27,934	\$0.00	\$0.00	\$0.00
Year 5		27,934	\$0.00	\$0.00	\$0.00
Year 6	3rd Term at the Option of the City	37,341	\$0.00	\$0.00	\$0.00
Year 7		37,341	\$0.00	\$0.00	\$0.00
<b>TOTALS:</b>				<b>\$0.00</b>	<b>\$0.00</b>

**Submitted By:**

\_\_\_\_\_  
Name (printed)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title



**SECTION VI - COST PROPOSAL PAGE**

**Proposers Name:** \_\_\_\_\_

**Vehicle Inventory Scenario D**

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

Cost to the City: Contractor shall quote firm, fixed, costs for all services/products identified in this request for proposal. These firm fixed costs for the project include any costs for travel and miscellaneous expenses. No other costs will be accepted.

**Notes:**

Attach a breakdown of costs including but not limited to labor, management and supervisory costs, equipment, materials and parts.

\*Unit Price Per Service Hour shall include fuel.

\*\*Below listed Estimated # of Hours are not assured and are estimated based on current planned route expansion.

\*\*\*Estimated Annual Fuel Costs are for informational purposes only.

\*\*\*City shall be responsible for the maintenance of the trams and trailers.

		Estimated # of Hours	Unit Price per Service Hour	Extended Price	Estimated Annual Fuel Costs
Year 1	First Term	2,808	\$0.00	\$0.00	N/A
Year 2		2,808	\$0.00	\$0.00	N/A
Year 3		2,808	\$0.00	\$0.00	N/A
Year 4	2nd Term at the Option of the City	2,808	\$0.00	\$0.00	N/A
Year 5		2,808	\$0.00	\$0.00	N/A
Year 6	3rd Term at the Option of the City	2,808	\$0.00	\$0.00	N/A
Year 7		2,808	\$0.00	\$0.00	N/A
<b>TOTALS:</b>				<b>\$0.00</b>	<b>N/A</b>

**Submitted By:**

\_\_\_\_\_  
Name (printed)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

# EXHIBIT A

## Interlocal Agreement Between Broward County and The City of Fort Lauderdale for Community Shuttle Service



**TRANSIT DIVISION – Service and Capital Planning**

1 N. University Drive, Suite 3100A • Plantation, Florida 33324 • 954-357-8300 • FAX 954-357-8382

September 12, 2019

Renee Cross  
 Transportation Planner  
 City of Fort Lauderdale  
 Transportation and Mobility Department  
 290 NE 3<sup>rd</sup> Street  
 Fort Lauderdale, FL 33301

Re: Community Shuttle – City of Coconut Creek New ILA

Dear Ms. Cross,

As the current Interlocal Agreement (ILA) in place between Broward County Transit (County) and the City of Fort Lauderdale (City) for Community Shuttle service is due to expire on September 30, 2019, attached please find a copy of the new ILA as approved by the Broward County Board of County Commissioners on August 20, 2019.

Please review and have the new agreement executed by the appropriate City representatives and return four (4) original executed copies. Once executed and returned, the ILA will be provided to the County Administrator for approval, yielding a fully executed agreement.

Should you have any questions or need further assistance, please do not hesitate to contact me at (954) 357-8615 or [jenmelendez@broward.org](mailto:jenmelendez@broward.org) or Jacque-Ann Isaacs at (954) 357-7713 or [jisaacs@broward.org](mailto:jisaacs@broward.org)

Best regards,

A handwritten signature in blue ink, appearing to read "Jennifer Melendez".

Jennifer Melendez  
 Contract Grant Administrator

Cc: Lisa Glover, Transportation Division Manager, City of Fort Lauderdale  
 Karen Warfel, Transportation Planning Program Manager, City of Fort Lauderdale  
 Barney L. McCoy, Director - Service and Capital Planning, BCT  
 Jacque-Ann Isaacs, Community Transit Officer, BCT

## INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF FORT LAUDERDALE FOR COMMUNITY SHUTTLE SERVICE

This Interlocal Agreement ("Agreement") is made and entered into by and between Broward County, a political subdivision of the State of Florida ("County"), and City of Fort Lauderdale, a municipal corporation organized and existing under the laws of the state of Florida ("City") (County and City are collectively referred to as the "Parties").

### RECITALS

- A. Public transportation services provided by County need to be supplemented to serve a greater number of people traveling within City.
- B. Public transportation resources are limited and must be used in the most efficient manner.
- C. The Parties acknowledge that additional public transportation is needed for residents of City and those persons traveling within City to supplement existing mass transit service provided by County.
- D. The Parties desire to provide an alternative form of public transit service to the residents of City and those persons traveling within City that does not duplicate existing mass transit service provided by County.
- E. City has expressed an interest in providing alternate transportation by utilizing vehicles provided by County to provide Community Shuttle Service.
- F. County desires to engage City to provide Community Shuttle Service under an agreement containing mutually satisfactory terms and conditions.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

### ARTICLE 1. DEFINITIONS

The following definitions apply unless the context in which the word or phrase is used requires a different definition:

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

- 1.2 **BCT** means the Broward County Transit Division.
- 1.3 **Board** means the Board of County Commissioners of Broward County, Florida.
- 1.4 **Community Shuttle Service** means the public transportation service described herein, including Emergency Transportation Service, provided hereunder by City through the use of its employees or a Subcontractor.
- 1.5 **Contract Administrator** means the Director of the County's Transportation Department, or Deputy Director of the Transportation Department, or such other person designated by same in writing.
- 1.6 **Emergency Transportation Service** means the transportation 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.
- 1.7 **Revenue Service Hour** means the time when any Vehicle is available to the general public and there is an expectation of carrying Community Shuttle passengers. Revenue Service Hour includes layover/recovery time but excludes deadhead (travel time from the yard to start of the route and from the end of the route to the yard) and maintenance testing.
- 1.8 **Subcontractor** means an entity or individual providing services to County through City for all or any portion of the work under this Agreement. The term "Subcontractor" shall include all subconsultants.
- 1.9 **Vehicle(s)** means the wheelchair accessible, passenger Vehicle(s), as described in Exhibit D.

## **ARTICLE 2. SCOPE**

### **CITY'S OBLIGATIONS**

2.1 **ROUTES.** City shall provide Community Shuttle Service for a minimum of twenty-four (24) hours per week to each of the locations and at the scheduled intervals ("Routes") set forth on the attached Exhibit A. Community Shuttle Service shall connect with County bus routes and other Community Shuttle Routes as set forth on Exhibit A. Community Shuttle Service shall not duplicate existing County bus service and must have connectivity to BCT fixed route bus service and to at least one (1) other City Community Shuttle route.

**2.2 USE OF SUBCONTRACTOR.** Community Shuttle Service 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 Community Shuttle Service. In the event City contracts with a third party, City shall remain fully responsible hereunder and shall ensure that its Subcontractor complies at all times with each and every term, condition, duty, and obligation imposed on City by this Agreement.

**2.3 ADA.** City shall at all times ensure that Community Shuttle Service is provided in full compliance with all applicable requirements of the Americans with Disabilities Act (ADA). To the extent any terms in this Agreement are inconsistent with the ADA, the requirements of the ADA shall control.

**2.4 CHANGES IN ROUTES.** City acknowledges and agrees that it shall not deviate from or make changes to the Routes established in Exhibit A, including, but not limited to, a decrease or increase in Revenue Service Hours, without the prior written consent of the Contract Administrator. City further acknowledges and agrees that funding under this Agreement is as set forth in Article 6, and County shall not compensate City for any deviations or changes from the Routes established in Exhibit A.

**2.4.1** Change requests should be made in writing, on City letterhead, addressed to the Community Transit Officer (CTO). The requests should include at a minimum:

- (1) Nature of change requested;
- (2) Reason for change including supporting documentation such as letters from the community; and
- (3) Any available details and/or preliminary research or work done to support the change.

**2.4.2** Change requests will be considered by County as outlined in Section 2.24 of this Agreement. The Contract Administrator will notify City, in writing, whether the request is approved.

**2.5 FARES.** If City and County determine a fare to be appropriate, City may institute such fare, subject to the conditions outlined herein, provided the fare shall not exceed County's fixed-route base one-way fare.

**2.5.1** City's fare policies shall comply with 49 U.S.C. Section 5307(c)(1)(D), commonly referred to as the "half fare" requirement, and shall ensure that, during non-peak hours, a fare that is not more than fifty percent (50%) of the peak hour fare will be charged to any of the following:

- (1) A senior – an individual who is 65 years of age or older;

- (2) An individual who, because of illness, injury, age, congenital malfunction, or other incapacity or temporary or permanent disability, cannot use a public transportation service or a public transportation facility effectively without special facilities, planning, or design; and
- (3) An individual presenting a Medicare card issued to that individual under Title II or XVIII of the Social Security Act, 42 U.S.C. Sections 401 et seq. and 1395 et seq.

#### 2.5.2 City shall:

- (1) Provide a formal written notice to the Contract Administrator at least sixty (60) calendar days prior to the implementation date of the proposed fare or fare change;
- (2) Hold a public hearing prior to the institution of any proposed fare or fare change in compliance with the procedures set forth in Section 2.6 below; and
- (3) Not implement the proposed fare or fare change prior to receiving County's written approval.

#### 2.6 PUBLIC HEARING REQUIREMENTS. City, in compliance with the provisions of 49 U.S.C. Section 5307, shall hold a public hearing before its governing body as follows:

- (1) Prior to the implementation of or change in fares;
- (2) Prior to any change in service affecting twenty-five percent (25%) or more of the route miles, when calculated on total route miles or on daily revenue miles. A public hearing is required if either measure is above twenty-five percent (25%);
- (3) Prior to establishing a new Community Shuttle Service route;
- (4) Prior to discontinuing any Community Shuttle route in its entirety; and
- (5) Prior to implementing headway adjustments of more than fifteen (15) minutes.

##### 2.6.1 At least one (1) 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) business 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; and
- (4) Criteria for requesting available accommodations and alternative formats.

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

2.6.3 City shall provide County with the public hearing notice and minutes of all public hearings held to satisfy the requirements of 49 U.S.C. Section 5307 within seven (7) calendar days after the public hearing.

2.7 **BUS STOPS.** It shall be City's sole responsibility to obtain any permission necessary to access or encroach upon any property for use as an origin and/or destination point associated with Community Shuttle Service (a bus stop).

2.7.1 **Service.** City shall ensure that all proposed bus stops are ADA compliant before revenue service starts. If a proposed bus stop is found to be non-ADA compliant it will not be used until it is made ADA compliant. If a proposed bus stop cannot be made ADA compliant due to cost, geography, right-of-way, etc., it will not be used.

- (1) County will review bus stops prior to start of service for ADA compliance. If County determines a bus stop to be ADA non-compliant, it will be removed and not used until City makes stop ADA compliant.
- (2) "Flag Stops," nondesignated bus stop locations at which a Vehicle stops on signal to allow passengers to board or alight a vehicle, are not acceptable and will not be used to support Community Shuttle Service.

2.8 **MINIMUM REQUIRED PASSENGERS PER REVENUE HOUR.** Within twelve (12) months after the commencement of Community Shuttle Service, City shall maintain a minimum average of 7.1 Passengers per Revenue Service Hour (PPRH) per route operated by City. City shall monitor trends relating to any reductions in PPRH and shall promptly notify County of possible conditions or remedies that are needed to address the reductions in passengers. It is understood and agreed between County and City that



City's failure to maintain a minimum average of 7.1 PPRH per Route during any rolling twelve (12) month period shall constitute a breach of this Agreement, entitling County to terminate this Agreement and shall entitle County to pursue any and all other remedies provided under this Agreement and any remedies available to County at law or in equity. City shall return any and all funds paid in advance to City for services that were not performed prior to the date specified in any written notice of termination. City shall return the funds no later than thirty (30) calendar days after receipt by City of the notice of termination.

2.8.1 County reserves the right to adjust the minimum required PPRH per route. County will provide twelve (12) months' advance written notice to City of any new required minimum average PPRH per route. If City fails to meet the 7.1 PPRH on a twelve (12) month rolling basis as a result of road closures, road construction/repair, or interruptions due to hurricane or other natural disasters, County may suspend the ridership criteria for up to twelve (12) months.

2.9 EMERGENCY TRANSPORTATION SERVICE. In addition to the scheduled Community Shuttle Service as set forth in Exhibit A, City, upon direction of the Contract Administrator, may be required to provide Emergency Transportation Service. Emergency Transportation 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. 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 any Vehicle(s) leased to City herein by County or any other city that has an agreement with County for Community Shuttle Service. City shall not be entitled to any compensation for the use of any Vehicle(s) that is(are) utilized by another city as set forth above. Fares shall not be collected from passengers during Emergency Transportation Service.

2.9.1 In the event of an emergency or natural disaster, City is required to call the CTO to advise of City's operations plan regarding actions to be implemented pre-event, during the event, and post-event. Should the need arise for use of assigned Vehicles, the CTO will coordinate with City and provide further instructions.

2.10 EMERGENCY RESPONSE PLAN (ERP). City shall have a plan, updated on an annual basis, to maintain operations during the occurrence of emergencies such as, but not limited to, periods of adverse weather or other emergency conditions 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 or other restriction, embargo, or other periods of extreme or catastrophic events. 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 after the effective date of this Agreement.

**2.11 ON-BOARD SURVEYS.** City shall allow any on-board surveys and/or inspections as may be requested by County.

**2.12 PUBLIC TRANSIT PROVIDER.** City, as a contracted public transit provider, shall comply with the provisions of Florida law relating to public transit providers, which shall include but not be limited to the requirements of Chapter 14-90, Florida Administrative Code, titled "Equipment and Operational Safety Standards for Bus Transit Systems," as currently enacted or as may be amended from time to time (Chapter 14-90).

**2.13 OPERATION.**

**2.13.1** City shall be solely responsible for the operation of any Vehicle(s) in accordance with all federal, state, and local regulations which shall include, but not be limited to, the discharge of pollutants while operating, cleaning, fueling, and maintaining the Vehicle(s). City shall utilize every practicable safeguard to minimize the discharge of pollutants. City shall be responsible for and pay any fines, penalties, or damages for any fuel or oil spillage or other contaminants resulting from the Community Shuttle Service provided hereunder.

**2.13.2** City shall be solely responsible to provide sufficient personnel, training, labor, and materials necessary to provide a high quality Community Shuttle Service which shall include, but not be limited to, all transportation, scheduling, dispatching, vehicle servicing, vehicle maintenance, reporting, and monitoring of the Community Shuttle Service required herein throughout the term of this Agreement.

**2.13.3** City shall be solely responsible for the payment of all of its employees' wages and benefits and shall comply with all the requirements thereof including, but not limited to, employee liability, workers' compensation, unemployment insurance, Social Security, and any other mandated or optional employee benefits.

**2.13.4** City shall be responsible to maintain Community Shuttle Service as described in Exhibit A. Should there be a service disruption on any route, City shall have forty-five (45) minutes to restore normal service levels. If City fails to restore normal services levels as required, County will reduce the next applicable invoice to reflect the missed service.

**2.13.5** City shall obtain and provide to the Contract Administrator all required state and local permits and ensure that all Vehicle operators are properly licensed for the service which they are providing. City shall ensure that all Vehicle operators meet all requirements for performing Community Shuttle Service under federal, state, and local law, which shall include, but not be limited to, the requirements of Chapter 14-90.

- 2.13.6 Vehicle operators must successfully complete the County's required Operator Training program prior to operating any Vehicle(s) to provide the Community Shuttle Service set forth herein. County will schedule and provide the training at no cost to City. City must provide County with a minimum of fourteen (14) calendar days advance written notice when City needs to have additional Vehicle operators trained through County's Operators Training program. Employees who complete the training will receive a Certification of Completion.
- a. If approved in writing by County, City or Subcontractor may be eligible to provide its own operator training. Upon an operator's successful completion of the approved operator training, City shall provide a certificate of completion to County and a copy of which shall be kept in employee files by City and City's Subcontractor, as applicable.
- 2.13.7 During the term of this Agreement, the Contract Administrator may from time to time require additional training for the employees operating Vehicles. The Contract Administrator will provide at least fourteen (14) calendar days' notice of the required training. County will reimburse City for compensation paid to bus operators for participating in the required training.
- 2.13.8 City shall:
- a. Provide base of operation for Vehicle(s), operators, and Community Shuttle Service.
  - b. Comply with all Community Shuttle Service operations, and equipment and maintenance requirements established by BCT.
  - c. Comply with performance and safety standards required by Florida law and Chapter 14-90.
  - d. Hire, train, and supervise Vehicle operators. County shall schedule and conduct the Vehicle operators' mandatory training unless City has an approved training program.
  - e. Ensure that personnel working in the Community Shuttle program have the management, operations, and maintenance expertise required to carry out every obligation necessary to perform the Community Shuttle Service.
  - f. Supervise Community Shuttle Service operations.
  - g. Provide a means of direct communication between supervisors and Vehicle operators.
  - h. Comply with and make appropriate personnel available for County's monitoring and audits.

- i. Attend and participate in quarterly Community Shuttle Service partner meetings with County staff. If City utilizes a Subcontractor to provide Community Shuttle Service, a representative from City and a representative from Subcontractor shall attend the meetings.
- j. Implement the operating methods, procedures, protocols, and policies that County directs as integral to the efficient and effective operation of County's public transportation system.
- k. Respond to the Contract Administrator's requests for information in a timely manner.
- l. Submit annual data to the National Transit Database (NTD) as required Section 2.18 herein titled "Reporting and Recordkeeping Requirements."
- m. Develop, maintain, and keep current a written procedure for the investigation and reporting of accidents and incidents.
- n. Provide City's written procedure for reporting accidents and incidents to the Contract Administrator for approval prior to the start of Community Shuttle Service.

**2.14 SUSPENSION OF OPERATIONS.** When performance is made impossible, City may request verbal or written approval from County to suspend operations. After prior approval from County, City may suspend all or a portion of Community Shuttle Service as to which such approval has been obtained. If County gives verbal approval based upon the circumstances, the verbal approval shall be memorialized by County in writing within five (5) business days after the verbal approval.

**2.15 VEHICLE OPERATORS.** City shall obtain driving records from the Florida Department of Highway Safety and Motor Vehicles and shall obtain criminal background checks from the Florida Department of Law Enforcement for all Vehicle operators. Such records may also be obtained from other sources approved by the Contract Administrator. City shall require its Vehicle operators performing the services hereunder to notify City within twenty-four (24) hours after any conviction for any traffic violation (except parking). City shall not employ a Vehicle operator to perform Community Shuttle Service that does not meet the requirements of Florida law.

**2.15.1** All employees operating a Vehicle must have a valid Commercial Driver's License, Class A or Class B with a passenger endorsement, for at least three (3) years (time spent driving on a learner's permit does not count towards this requirement). A Class C Commercial Driver's license will be permitted with a passenger endorsement so long as the Vehicle(s) do not contain airbrakes.

**2.15.2** City shall not employ or retain any Vehicle operators or supervisors whose driving record, as compiled by the Florida Department of Highway Safety and Motor Vehicles, contains a conviction or plea of nolo

contendere regardless of whether adjudication was withheld, for any of the following:

- a. More than one (1) moving violation in the last three (3) years\*.
- b. An at-fault accident in the last three (3) years\*.
- c. Failure to Appear or a Failure to Pay in the last three (3) years\* .
- d. Reckless Driving in the last seven (7) years\*.
- e. Driving Under the Influence (DUI) within the last seven (7) years\*. Two convictions (lifetime) for DUI is automatic disqualification.
- f. Suspension within the last three (3) years\*. One suspension for PIP permitted.
- g. Manslaughter resulting from the operation of a motor vehicle.
- h. Hit and Run or Hit and Run with Property Damage.
- i. Reckless Driving causing injury.
- j. DUI causing injury.
- k. Any combination of driving violations that indicate a pattern of irresponsibility or poor judgment.

\*All time periods shall be rolling.

**2.15.3** City shall provide current copies of the following records of all employees that operate the Vehicle(s) to County's Safety Manager or the Contract Administrator. The records shall be provided at the time of hire and upon any change in status relating to any information set forth in the below listed record(s):

- a. Driving Record;
- b. Background Verification Record;
- c. Criminal Background information; and
- d. INS Employment Eligibility Form I-9

**2.15.4** City shall maintain, at all times, an up-to-date personnel file for each Vehicle operator, which shall include the verifications required in Section 2.15.3 above and the employee's vehicle operator's license number and expiration date. In addition, City shall maintain, at all times,

a current employment roster of Vehicle operators and shall provide the Contract Administrator with a copy of the current employment roster and copies of all such verifications upon request. City shall provide the Contract Administrator with each employee's name and driver's license number when the operator is hired and prior to the operator participating in any required Vehicle operator training.

- 2.15.5 City shall ensure that all Vehicle operators and supervisors performing Community Shuttle Services comply with the following:
- a. Immediately prohibit any employee, who fails to meet the requirements necessary to operate a Vehicle under this Agreement, from operating any Vehicle(s) to provide the Community Shuttle Service.
  - b. Only allow Vehicle(s) to be operated by properly licensed operators.
  - c. Provide full utilization (ADA accessible) Vehicle(s) to disabled passengers.
  - d. Carry a valid Florida Commercial Driver's License Class A, B, or C with passenger endorsements issued by the state of Florida on their person while operating a Vehicle.
  - e. Immediately report any and all convictions of in-state or out-of-state moving violations and/or any loss of driving privileges due to suspension or revocation of the employee's driver's license.
  - f. Prohibit the use of any personal wireless communications devices while occupying the operator's seat of the Vehicle or while in the operating area of the Vehicle.
  - g. Prohibit reckless and unsafe driving, illegal parking, illegal stopping, or the commission of any other traffic violation while operating any Vehicle.
  - h. Provide County bus route timetables (schedules), maps, or other available BCT transit system information to any passenger requesting such material.

2.16 NONDISCRIMINATION ON THE BASIS OF DISABILITY. City shall comply with all applicable laws and regulations relating to nondiscrimination on the basis of disability, including, but not limited to the following:

- a. 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.
  - b. 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.
  - c. The United States Department of Transportation (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 C.F.R. Part 27, DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37, and Architectural and Transportation Barriers Compliance Board (ATBCB)/DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38, all as currently enacted or as may be amended from time to time.
- 2.17 **DRUG AND ALCOHOL PROGRAM.** City agrees to participate in County's drug and alcohol testing program, or establish and implement, subject to County review and approval, its own drug and alcohol testing program that complies with 49 C.F.R. Part 655. In addition, City agrees to produce any documentation necessary to establish its compliance with 49 C.F.R. Part 655, prior to the commencement of Community Shuttle Service, and shall permit any authorized representative of the DOT or its operating administrations, the State Oversight Agency, or County, to inspect City's facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 C.F.R. Part 655 and review the testing process.
- 2.17.1 City agrees to comply with the provisions established in the Drug Free Workplace Act of 1988 and the Omnibus Transportation Act of 1991.
  - 2.17.2 City agrees to certify compliance with current Federal Transit Administration (FTA) regulations to the BCT Drug and Alcohol Program Manager, with a copy to the Contract Administrator, prior to the commencement of services under this Agreement and annually thereafter. A model format for certifying compliance is attached as Exhibit B.
  - 2.17.3 City agrees to prepare, maintain, and submit annual Drug & Alcohol Management Information System (DAMIS) reports summarizing its drug and alcohol testing program results from the previous year. The annual reports covering the prior calendar year must be submitted to the BCT Drug and Alcohol Program Manager by a date determined by the

Contract Administrator, but no later than February 15th of each year. Additionally, City shall provide quarterly reports to the BCT Drug and Alcohol Program Manager summarizing its drug and alcohol testing results and shall permit the BCT Drug and Alcohol Program Manager to inspect its records during site visits, to ensure compliance with program requirements.

2.18 REPORTING AND RECORDKEEPING REQUIREMENTS. City shall maintain complete and accurate records of all Community Shuttle Services provided pursuant to this Agreement. City shall supply reports in compliance with the schedule and requirements set forth in Exhibit C and in any other format requested by County.

2.18.1 City is responsible for reporting data on a yearly basis through the NTD by January 31 of each year for the previous fiscal year data. Information should be compiled and reported at City's expense with guidance from City's NTD analyst and County as needed.

2.19 ANNOUNCEMENTS. If the Vehicle is not equipped with an automatic vehicle announcement system that automatically announces major intersections, destination points and transfer points with other fixed routes, internally both audibly and on a signboard, or the system is not working properly, the Vehicle operator shall use the internal announcement feature of the on-board public address (PA) system to make the announcements set forth below. If the PA system is not available or is inoperable, the Vehicle 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;
- b. Major intersections and destination points;
- c. Intervals/points of interest along a route to orient an individual 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.

2.20 CHARTER AND SCHOOL BUS REGULATIONS.

2.20.1 City shall comply with 49 U.S.C. Section 5323(d) and 49 C.F.R. Part 604, relating to charter service.

2.20.2 City shall comply with the provisions of 49 U.S.C. Section 5323(f) and 49 C.F.R. Part 605, relating to school bus operations.

2.21 TEXT TELEPHONE ("TTY"). City shall at all times, while providing the Community Shuttle Service set forth herein, have and maintain a proper working TTY number.



**2.22 STANDARDS.** City shall comply with the following:

- a. City, as a contracted public transit provider, shall comply with all applicable requirements of Chapter 14-90 of the Florida Administrative Code ("Chapter 14-90").
- b. Develop and adopt a System Safety Program Plan ("SSPP") and Security Program Plan ("SPP") that comply with the requirements set forth in Chapter 14-90. The SSPP and the SPP shall be provided to County prior to providing Community Shuttle Service.
- c. Permit inspections, and safety and security review by County and the state of Florida.
- d. Comply with the adopted SSPP and SPP and ensure that safety inspections have been performed no less than biannually on all Vehicles operated pursuant to the provisions of this Agreement and in compliance with Chapter 14-90.
- e. All accidents shall be reported immediately to law enforcement.
- f. Report to CTO all accidents or incidents, including passenger-related occurrences, and any non-routine events within twenty-four (24) hours via phone call and follow up with written notification via e-mail correspondence within seventy-two (72) hours to include a police report, if available, and/or City accident or incident report. If any accident or incident requires a passenger to be transported from the scene, immediately call the CTO.
- g. Vehicle(s) shall not be operated if the top or interior lights or the headlights or taillights are not functioning properly. Vehicle(s) shall not be driven unless the brakes, steering mechanism, tires, horn, windshield wipers, and driver's and passenger's side mirrors and rearview mirrors are in good working order.
- h. 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. Signs that encourage, advertise for, or otherwise solicit driver tips are strictly prohibited.
- i. Speedometer shall be properly installed, in good working order, and exposed to the view of both the driver and the passenger(s).
- j. The interior of the Vehicle(s) shall be clean, sanitary, and free from torn or damaged upholstery or floor coverings, or damaged or broken seats.

- k. Door hinges and latches shall be in good mechanical working order and all doors shall operate easily and close securely.
- l. Vehicle(s) shall be structurally sound and operate with minimum noise, vibration, and visible exhaust fumes.
- m. The body, fenders, door trim, and grill of the Vehicle(s) shall be free from cracks, breaks, and dents, and the Vehicle shall be painted.
- n. Vision shall be unobstructed on all four (4) sides of the Vehicle(s).

### COUNTY'S OBLIGATIONS

**2.23 DRIVER TRAINING.** County shall provide operators hired by City or its Subcontractors who have a valid Florida commercial driver license with training in passenger relations, rules of the road, and transit system information. All Florida commercial driver licensed 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 licensed operators employed at any time during the term of this Agreement.

2.23.1 City shall have the option of submitting its own training program to County's Director of Operations for vetting and approval. Upon approval, City shall be authorized to provide the necessary training for operators. The Contract Administrator shall be provided certificates for successful completion of training upon availability.

2.23.2 Vehicle operators shall be retrained every two (2) years during the term of this Agreement (refresher training) and County will reimburse City for compensations paid to bus operators for attending required training.

**2.24 SERVICE PLANNING AND SCHEDULING ASSISTANCE.** County shall provide service planning and scheduling assistance. All requests by City for assistance with the planning and scheduling of Community Shuttle Service routes must be submitted in writing by City and implementation shall coincide with the schedule established by County. A memorandum will be provided by County at the beginning of each fiscal year outlining the deadlines and effective dates for service changes. The memorandum may be updated on a quarterly basis as necessary and provided to City and its Subcontractor.

**2.25 TIMETABLES.** County shall print and provide bus route timetables to City that inform City residents and passengers of the Community Shuttle Service.

### **ARTICLE 3. VEHICLES**

**3.1 LEASE.** County will lease to City Liquid Petroleum Gas (LPG) or Propane fueled wheelchair accessible, passenger Vehicle(s), as described in Exhibit D, to be used in

Community Shuttle 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. The 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.

3.2 **REIMBURSEMENT**. Should City choose to purchase a non-LPG/Propane bus or Vehicle to provide Community Shuttle Service, County will reimburse City on a per-Vehicle basis up to County's current purchase price of a Propane bus minus the propane conversion or similar type Vehicle (from the state contract).

3.3 **USE**. Vehicle(s) shall be provided by County to City at least forty-eight (48) hours prior to the commencement of Community Shuttle Service and shall be used exclusively to perform the Community Shuttle Services and Emergency Transportation Services set forth in this Agreement and for no other purpose. Subject to the provisions of this Agreement, City shall have the exclusive right to possession and control of Vehicle(s) and shall be fully responsible for the use thereof. Vehicle(s) shall not be used in any unlawful trade or for any unlawful purpose whatsoever, or in violation of this Agreement. City shall use Vehicle(s) in a careful and proper manner and shall comply with all federal, state, local, or other laws, regulations, requirements and rules with respect to the use, maintenance and operation of the Vehicle(s). City shall use only the Vehicle(s) identified in Exhibit D to provide Community Shuttle Service.

3.4 **REPLACEMENT**. County reserves the right, in its sole discretion to replace any Vehicle(s) with the same or like equipment when determined to be in the best interest of County. City's use of any replacement Vehicle(s) shall be subject to all terms and conditions of this Agreement. Should City choose to use a replacement Vehicle, a request must be made in advance to the Contract Administrator and approval will be in the form of a written amendment executed by the parties.

3.5 **BIKE RACKS**. Vehicle(s) shall be equipped with bicycle racks to transport non-motorized bicycles.

3.6 **SPARE VEHICLE(S)**. County will provide to City a ten percent (10%) spare ratio of Vehicles. County may also provide a twenty percent (20%) spare ratio of Vehicles based on the age of the Vehicle. City's use of any spare Vehicle(s) shall be subject to all terms and conditions of this Agreement.

3.7 **INSPECTIONS**. County shall have the right to inspect, or cause to be inspected, the Vehicle(s). County may inspect the Vehicle(s) at any time, provided that such inspections shall not be scheduled in a manner that would have a detrimental impact on City's ability to perform Community Shuttle Service. Chapter 14-90 inspections are to be conducted twice per year at a minimum: once at the beginning of the calendar year and again halfway through the calendar year. Should extraordinary wear and tear and/or damage be identified by such inspections, County shall provide written notification to the

City regarding the repairs required to be performed on the Vehicle(s) due to damage or excessive wear and tear. Any Vehicle(s) determined by County to be unacceptable to provide service will be removed from service by City and all deficiencies corrected immediately. Failure by County to inspect or supply such written notification shall not imply County's acceptance that no extraordinary wear and tear or damage has occurred to the Vehicles. At County's request, City shall take the Vehicle(s) to a location designated by the Contract Administrator for inspection.

3.8 PRE-TRIP AND POST-TRIP INSPECTIONS. City shall conduct and document Pre-trip and Post-trip Vehicle inspections each day. The inspection shall include an inspection of every item that appears on the Pre-trip and Post-trip Vehicle inspection form attached as Exhibit E. City shall ensure that any and all defects are remedied as an integral part of the inspection process prior to placing the Vehicle(s) into Community Shuttle Service. City shall maintain onsite a written record of inspections of all Vehicles, which record shall be available to the Contract Administrator or his/her designee upon request.

3.9 INSPECTION AND MAINTENANCE RECORDS. City shall maintain a record of periodic inspections of all Vehicles, which records shall be available to the Contract Administrator for a minimum of four (4) years. City shall maintain and provide written documentation of preventive maintenance, regular maintenance, inspections, and repairs performed for each Vehicle throughout the term of this Agreement. City shall maintain onsite a written record of inspections and maintenance of all Vehicles; which records shall be available to the Contract Administrator or his/her designee. Inspection and repair records should include invoices that show labor and parts costs and a proper description of work done.

3.9.1 City shall upload within the time periods established in Exhibit C all maintenance and related documentation performed on each revenue service Vehicle in AssetWorks, or any subsequent maintenance tracking program as may be established therein. Should no maintenance be performed on any given revenue service Vehicle within the established time period, mileage for each Vehicle should be updated at the time of upload. Maintenance is including, but not limited to:

- a. Preventative maintenance;
- b. Repair work orders; and
- c. Annual/biannual inspections.

3.10 MAINTENANCE AND REPAIR. City shall maintain the Vehicle(s) and all its appliances and appurtenances, in a good state of repair and in efficient operating condition during the entire term of this Agreement. City shall be fully responsible for all maintenance and repair, of whatever kind or nature, of all Vehicle(s), which obligation shall include, but in no way be limited to, regularly scheduled routine maintenance, required inspections, and repairs.

- 3.10.1 Any Vehicle that becomes inoperable must be repaired and back in Community Shuttle Service within ten (10) business days of becoming inoperable. If a Vehicle(s) will not be back in revenue service within ten (10) business days due to the unavailability of parts or due to the nature of the repair, City shall notify the Contract Administrator in writing and include the reason for the delay. City must have written approval from the Contract Administrator for any repair that will keep Vehicle(s) out of Community Shuttle Service for more than ten (10) business days.
- 3.10.2 All maintenance on Vehicle(s) shall be performed by persons properly licensed and qualified to perform maintenance on Vehicle(s). City shall maintain the Vehicle(s) in compliance with BCT's and the manufacturer's standards for preventive maintenance. City shall develop a preventive maintenance schedule, which shall be approved by County prior to initiating Community Shuttle Service.
- 3.10.3 Vehicle parts necessary to maintain and repair Vehicles shall be provided by City. Vehicle parts must be Original Equipment Manufacturer (OEM) parts. City shall receive written approval from the Contract Administrator before beginning any major maintenance and/or repair. Major maintenance and repairs shall be defined as any maintenance or repair activity in which the total cost of parts and labor exceeds Two Thousand Five Hundred Dollars (\$2,500.00).
- 3.10.4 City shall not make any structural or other significant alterations or changes to Vehicle(s) without the prior written consent of the Contract Administrator.
- 3.10.5 City shall maintain any Vehicle(s) in clean appearance and safe and proper working mechanical condition at all times. Vehicle(s) shall be used in Community Shuttle Service in a manner so that any Vehicle(s) will accrue relatively equal mileage at any one time.
- 3.11 **SIGNAGE AND ADVERTISING.** All Vehicles shall display their assigned bus number in a minimum of four (4) inch numbers in the following locations:
- a. Above or beside the passenger entrance door(s);
  - b. On the exterior rear of the Vehicle;
  - c. On the exterior front of the Vehicle; and
  - d. On the interior of the Vehicle above the front windshield.
- 3.11.1 Vehicle(s) route identification information must contrast in color with the background color to which they are affixed.

- 3.11.2 Vehicle(s) shall display, at all times, destination signage specific to the Route and the direction being operated, if direction is applicable. The signage shall fit the opening as provided on the Vehicle(s). An ADA compliant route identification sign shall be displayed on the curb side of Vehicle(s) at all times.
- 3.11.3 City shall maintain all interior signs placed by County.
- 3.11.4 City shall not place advertisements of any kind or nature on any Vehicle(s) without the prior written approval of the Contract Administrator. If advertisements are allowed, all advertising shall conform to the BCT Advertising Guidelines and Regulations, as currently enacted or as may be amended from time to time.
- 3.11.5 City shall ensure that Vehicles conspicuously display all branding, logos, taglines, or other messaging directed by County.
- 3.12 **DAILY CLEANING**. City shall ensure that each Vehicle is clean prior to beginning Community Shuttle Service each day as follows:
- a. Exterior washed;
  - b. Interior windows cleaned;
  - c. Non-carpeted floors are mopped with clean water and appropriate cleaning solution;
  - d. Non-upholstered seats are wiped down with clean water and appropriate cleaning solution;
  - e. Upholstered seats are vacuumed;
  - f. Pest control;
  - g. All handrails are wiped down with clean water and appropriate cleaning solution; and
  - h. Dispose of all refuse, newspapers, and other recyclable material remaining on board the Vehicle. Items remaining on the Vehicle that belong to customers shall be maintained and made available consistent with City's Lost and Found Policy which policy shall comply with Florida law. City's Lost and Found Policy must be approved by the Contract Administrator;
- 3.13 **TITLE**. Title to County-owned Vehicle(s) shall remain in County at all times, and City shall have no right, title to, or interest in the Vehicle(s) except the possessory rights expressly set forth in this Agreement. Any act of City purporting to create any claim, lien, or encumbrance shall be void. City shall keep the Vehicle(s) free and clear of any and all claims, liens, and encumbrances, and shall, at its expense, protect and defend County's title to the Vehicle(s) and shall protect and defend County's right of possession against all others. City shall return the Vehicle(s) to County free of any liens, claims, or encumbrances resulting from City's use of the Vehicle(s). City shall notify persons

furnishing repairs, supplies, towage, and other necessities to Vehicle(s) that City has no authority or right to incur, create, or permit to be imposed on Vehicle(s) any lien of any kind.

3.14 REGISTRATION. The registration of County-owned Vehicle(s) will be processed by County and the costs of such registrations will be paid by County.

3.15 INSTALLATION OF EQUIPMENT. County reserves the right to install equipment (hardware or software) determined necessary by County, including, but not limited to, automatic vehicle locators (AVL), computer aided dispatching (CAD) global positioning systems (GPS), mobile data computers (MDC) collectively referred to as "AVL/MDC Equipment", automatic passenger counters ("APC Equipment"), and wireless fidelity (Wi-Fi Equipment) in Vehicle(s). This may be done at a County or City facility. City agrees to make Vehicle(s) and facilities available for the installation of any equipment and to operate such equipment in compliance with all direction from County. If County installs any equipment in the Vehicle(s), Exhibit D shall be updated in an amendment that includes the equipment installed in the Vehicle(s).

3.15.1 Cost: The cost of AVL/MDC Equipment, APC Equipment, Wi-Fi Equipment, and installation of and training on the equipment shall be at County's expense. County shall be responsible for securing and paying for any recurring wireless (cellular), data, and voice service deemed necessary by County.

3.15.2 Delivery and Installation: County shall provide City with no less than ten (10) calendar days' prior written notice of the date the AVL/MDC Equipment, APC Equipment, and Wi-Fi Equipment will be installed in Vehicle(s) and City shall make the Vehicle(s) available on the date established by County. County will install, or cause to be installed, the AVL/MDC Equipment, APC Equipment, and Wi-Fi Equipment at a site to be determined by County. At the time of installation of the AVL/MDC Equipment, APC Equipment, and Wi-Fi Equipment into Vehicle(s), County shall prepare an itemized listing setting forth the components, and the serial numbers where applicable, of the AVL/MDC Equipment, APC Equipment, and Wi-Fi Equipment installed in each Vehicle and equipment installed at any City facility. City shall acknowledge receipt of the AVL/MDC Equipment, APC Equipment, and Wi-Fi Equipment in writing. City agrees to cooperate fully in the installation, testing, and training related to AVL/MDC Equipment.

3.15.3 Operations, Maintenance, and Repair: County shall provide City with reasonable assistance in the maintenance and operation of the AVL/MDC Equipment, APC Equipment, and Wi-Fi Equipment by responding to all inquiries and trouble reports concerning the operation or condition of the AVL/MDC Equipment, APC Equipment, and Wi-Fi Equipment if the inquiries or trouble reports are submitted, in writing, by City to the designated representative of County. Upon receiving such

inquiries or trouble reports, County shall either offer advice or propose possible solutions based on its preliminary appraisal of City's description of the problem or arrange for assistance from a maintenance service representative.

3.15.4 County shall pay for routine maintenance, provided, however, that City shall be responsible for any and all maintenance charges, including the cost of labor and parts, imposed by any maintenance service representative or by County if maintenance is required by reason of:

- a. Use of the AVL/MDC Equipment, APC Equipment, Wi-Fi Equipment or any component thereof in other than the manner for which it was installed;
- b. Damage to the AVL/MDC Equipment, APC Equipment, or Wi-Fi Equipment by City, its employees, agents, or third parties;
- c. Modification of the installed AVL/MDC Equipment, APC Equipment, or Wi-Fi Equipment by City which was not authorized by County; or
- d. Maintenance performed by City without County's authorization.

3.15.5 Risk of Loss: After installation in the Vehicle(s), City shall bear the entire risk of loss or damage to and shall be required to replace the AVL/MDC Equipment, APC Equipment, and Wi-Fi Equipment with County-approved AVL/MDC Equipment, APC Equipment, and Wi-Fi Equipment.

3.15.6 Restrictions: The following restrictions shall apply to City's use of the AVL/MDC Equipment:

- a. City shall keep the AVL/MDC Equipment, APC Equipment, and Wi-Fi Equipment free and clear of all claims, liens, and encumbrances. Any act of City purporting to create such a claim, lien, or encumbrance shall be void;
- b. City shall not use the AVL/MDC Equipment, APC Equipment, or Wi-Fi Equipment in any manner or for any purpose for which the AVL/MDC Equipment is not designed or reasonably suited;
- c. City shall not permit any physical alteration of the AVL/MDC Equipment, APC Equipment, or Wi-Fi Equipment without the prior written consent of County;
- d. City shall not affix, attach, or install any accessory, equipment, or device to the AVL/MDC Equipment, APC Equipment, or Wi-Fi Equipment without the prior written consent of County;



- e. City shall not remove the AVL/MDC Equipment, APC Equipment, or Wi-Fi Equipment from the Vehicle in which it was originally installed without the prior written consent of County, except in the event of an emergency;

3.15.7 Reservation of Title: County shall retain title to and ownership of the equipment at all times. This Agreement does not provide City with title to or ownership of the AVL/MDC Equipment, APC Equipment, or Wi-Fi Equipment but only a right of limited use for the duration of the Agreement;

3.15.8 Training: County shall provide City's employees with initial training in the operation of AVL/MDC Equipment, APC Equipment, and Wi-Fi Equipment at no cost to City. County may provide additional training, as deemed necessary by County, to City's personnel at no cost to City; and

3.15.9 City shall ensure that its personnel utilizing the AVL/MDC Equipment, APC Equipment, and Wi-Fi Equipment have been properly trained in the operation of such equipment.

3.16 DAMAGE TO AND RISK OF LOSS OF VEHICLE(S). City shall bear the entire risk of loss or damage to all Vehicles. Any and all damage to Vehicle(s), including, but not limited to, damage resulting from storage, vandalism, theft, or from the provision of Community Shuttle Service shall be the sole responsibility of City, and any and all damage shall be repaired at the sole cost and expense of City. City shall provide the Community Shuttle Service or Emergency Transportation Services in full compliance with all requirements of this Agreement during any periods of time that Vehicle(s) are being repaired or not in revenue service.

#### **ARTICLE 4. COMPLAINTS**

4.1 County shall provide City with signs that include County's Customer Service Center contact information and inform customers that they can contact the center regarding questions, comments, or to request schedule information. City shall display the signs conspicuously on each Vehicle. City shall respond to complaints (excluding Title VI complaints, which will be handled by County as outlined in Article 10 of this Agreement) brought by persons or by County on its own initiative or otherwise. In the event that complaints regarding City's Community Shuttle Service are received by County's Customer Service Center, the Contract Administrator shall forward the complaint to City upon receipt.

4.1.1 Upon receipt of any complaint, from whatever source, City shall conduct the necessary investigation and respond in writing to each complainant. City shall forward the results of such investigation and the complaint resolution to the Contract Administrator within five (5) business days after completion of the investigation or resolution of the complaint, as applicable.

4.2 County shall provide City with County's formally adopted Title VI Notice and Complaint procedures. City shall include the Title VI public notice ("Title VI Notice") on printed timetables, online, and at major transfer locations. City shall display the Title VI Notice conspicuously on each Vehicle. If City receives any Title VI complaints, City shall forward the complaints to the Broward County Transit Division Compliance Manager.

4.3 City shall submit a monthly report to the Contract Administrator summarizing all complaints received during the previous month.

4.4 At the request of County, City shall meet with the Contract Administrator to review any complaints or concerns relating to the Community Shuttle Service and to promptly correct any deficiencies. The Contract Administrator's determination as to quality of operation or services shall be conclusive, and curative measures shall be implemented by City as directed by the Contract Administrator.

#### **ARTICLE 5. TERM AND TIME OF PERFORMANCE**

5.1 The term of this Agreement shall begin retroactive to October 1, 2019, and shall end on September 30, 2022. The term may be extended for up to two (2) additional one (1) year renewal periods upon written approval of the Contract Administrator at least ninety (90) days prior to the expiration date of the current term. The continuation of this Agreement beyond the end of any fiscal year shall be subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes.

5.2 Community Shuttle Service shall not commence until the receipt of a written Notice to Proceed from the Contract Administrator. Time shall be deemed to be of the essence in performing the duties, obligations, and responsibilities required by this Agreement.

#### **ARTICLE 6. FUNDING**

6.1 The County agrees to pay City's costs for operations and maintenance ("O&M") of Community Shuttle Service that is actually performed by City at the established O&M rate of forty-nine dollars and ninety-seven cents (\$49.97) for Total Vehicle Hours. Funding shall be used by City solely for the purpose of providing Community Shuttle Service and for maintaining, operating, and properly equipping the Vehicle(s) (funding may be used for no other purpose).

#### **6.2 METHOD OF BILLING AND PAYMENT**

6.2.1 City shall submit invoices for Funding, in advance, on a quarterly basis. To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted via an official invoice from City as set forth in Exhibit G and pursuant to instructions prescribed by the Contract Administrator.

6.2.2 County reserves the right to withhold any/all payments resulting from a breach or non-compliance with this Agreement. Payments will be made

once the breach has been cured or compliance verified. County will make payments in an amount determined by the County based on the nature of the breach or non-compliance.

- 6.2.3 City shall submit its Total Vehicle Hours (Revenue Service Hours and deadhead; travel time from the yard to start of the route and from the end of the route to the yard) via invoice for payment as set forth in Exhibit G.
- 6.2.4 County shall pay City, in advance, the projected O&M rate for Total Vehicle Hours due through the first quarter of County's fiscal year. All payments for subsequent quarters, if applicable, shall be paid in advance on a quarterly basis. The maximum O&M rate, however, does not constitute a limitation, of any sort, upon City's obligation to perform all items of work required by, or which can be reasonably inferred from, the provisions of this Agreement. City shall provide sufficient detail regarding the factors included in its reported hourly rate and County reserves the right to audit this rate.
- 6.2.5 Advance quarterly payments for Funding shall be adjusted by County based on the Total Vehicle Hours calculations projected as compared to the actual Total Vehicle Hours performed in any previous quarter.
- 6.2.6 At the conclusion of each fiscal year, the projected budget as presented by the Contract Administrator will be reviewed for the new fiscal year to adjust for the number of days in each month and confirmation of anticipated holidays to be observed by City when service will not be provided.
- 6.2.7 Following the termination of this Agreement for any reason, City shall return to County any Funding paid in advance to City for any Total Vehicle Hours that were not actually performed by City. County shall conduct a reconciliation of the actual Total Vehicle Hours performed by City prior to termination compared to the amount of Total Vehicle Hours for which advanced Funding was paid. City shall return all Funding that was received in excess of the actual Total Vehicle Hours performed no later than thirty

(30) days after receipt of a written notice from County demanding repayment. The obligations of this section shall survive the expiration or earlier termination of this Agreement.

6.3 Notwithstanding any provision of this Agreement to the contrary, County may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by County.

6.4 Payment shall be made to City at:

City of Fort Lauderdale  
 Transportation and Mobility Department - Accounts Receivable  
 290 NE 3<sup>rd</sup> Avenue  
 Fort Lauderdale, FL 33301

## **ARTICLE 7. INSURANCE**

7.1 City is a governmental entity and is fully responsible for the acts and omissions of its agents or employees, subject to any applicable limitations of Section 768.28, Florida Statutes.

7.2 Upon request by County, City must provide County with written verification of liability protection that meets or exceeds any requirements of Florida law. If City holds any excess liability coverage, City must ensure that Broward County is named as an additional insured and certificate holder under such excess liability policy and provide evidence of same to County.

7.3 If City maintains broader coverage or higher limits than the minimum coverage required under Florida law, County shall be entitled to such broader coverage and higher limits on a primary and noncontributory basis. County's insurance requirements shall apply to City's self-insurance.

7.4 In the event City contracts with a Subcontractor to provide any of the Services set forth herein, City shall require that each Subcontractor procure and maintain insurance coverage that adequately covers each Subcontractor's exposure based on the Services provided by that Subcontractor. City must ensure that all such Subcontractors name "Broward County" as an additional insured and certificate holder under the applicable insurance policies. City shall not permit any Subcontractor to provide Services until the insurance requirements of the Subcontractor under this section are met. If requested by County, City shall furnish evidence of insurance of all such Subcontractors.

7.5 County reserves the right, but not the responsibility, to periodically review any and all insurance policies and to reasonably adjust the limits and/or types of coverage required herein, from time to time throughout the term of this Agreement.

## **ARTICLE 8. TERMINATION**

8.1 This Agreement may be terminated for cause by the aggrieved party if the party in breach has not corrected the breach within ten (10) business days after receipt of written notice from the aggrieved party identifying the breach. This Agreement may also be terminated for convenience by the Board. Termination for convenience by the Board shall be effective on the termination date stated in the written notice provided by County, which termination date shall be not less than one hundred eighty (180) days after the date of such written notice. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances if the County Administrator determines that termination is necessary to protect the public health, safety, or welfare. If County erroneously, improperly, or

unjustifiably terminates for cause, such termination shall be deemed a termination for convenience and shall be effective one hundred eighty (180) days after such notice of termination for cause is provided.

8.2 This Agreement may be terminated for cause by County for reasons including, but not limited to, any of the following:

- 8.2.1 City's failure to suitably perform the Community Shuttle Service, failure to continuously perform the Community Shuttle Service in a manner calculated to meet or accomplish the objectives in this Agreement, or repeated submission (whether negligent or intentional) for payment of false or incorrect bills or invoices;
- 8.2.2 City's failure to maintain a minimum average of 7.1 Passengers Per Revenue Service Hour per Route during any rolling twelve (12) month period; or
- 8.2.3 If City's Subcontractor is a "scrutinized company" pursuant to Section 215.473, Florida Statutes, if City's Subcontractor is placed on a "discriminatory vendor list" pursuant to Section 287.134, Florida Statutes, or if City's Subcontractor provides a false certification submitted pursuant to Section 287.135, Florida Statutes.

8.3 Notice of termination shall be provided in accordance with the "Notices" section of this Agreement except that notice of termination by the County Administrator to protect the public health, safety, or welfare may be oral notice that shall be promptly confirmed in writing.

8.4 If this Agreement is terminated for convenience by County, City shall be paid for any Community Shuttle Services properly performed under this Agreement through the termination date specified in the written notice of termination, subject to any right of County to retain any sums otherwise due and payable. City acknowledges that it has received good, valuable, and sufficient consideration from County, the receipt and adequacy of which are acknowledged by City, for County's right to terminate this Agreement for convenience.

8.5 In addition to any right of termination stated in this Agreement, County shall be entitled to seek any and all available remedies, whether stated in this Agreement or otherwise available at law or in equity.

## **ARTICLE 9. EEO COMPLIANCE**

9.1 No party to this Agreement may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement.

9.2 This Agreement is assisted by United States Department of Transportation ("DOT") funds. City and its Subcontractors shall comply with the non-discrimination requirements in 49 C.F.R. Part 26. 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.

9.3 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 and shall not otherwise unlawfully discriminate in violation of Chapter 16½, Broward County Code of Ordinances. 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 prevent discrimination in employment against disabled persons.

9.4 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. 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.

#### **ARTICLE 10. TITLE VI**

10.1 By execution of this Agreement, City, as a direct recipient of FTA funding, shall ensure that Community Shuttle Service and related benefits shall be distributed in an equitable manner with no discrimination on the grounds of race, color, or national origin in compliance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. Section 2000d et seq. ("Title VI") and 49 C.F.R. part 21. City shall provide information to the public regarding the 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. City shall permit County to monitor City for Title VI compliance in accordance with the Title VI Program and shall take all actions that may be required to maintain compliance with Title VI. An updated and Board-approved Title VI Program must be submitted to County upon expiration.

10.2 Under Title VI of the Civil Rights Act of 1964, as amended, and as direct recipient of federal funding, City, without regard to race, color, or national origin, shall operate and plan for transit services so that: transit services are available and distributed equitably; transit services are adequate enough to provide access and mobility for all; opportunities to participate in transit planning and decision making processes are provided to everyone; decisions on the locations of transit facilities and services are carried out equitably; and that remedial and corrective actions are undertaken to prevent discriminatory treatment of any beneficiary. This Title VI Program for City, a subrecipient of County, was prepared in accordance with the requirements specified in the FTA, Circular 4702.1B, "Title VI

Requirements and Guidelines for Federal Transit Administration Recipients," dated October 1, 2012.

**10.3 TITLE VI NOTICE AND COMPLAINT PROCEDURES.** All direct recipients use City's adopted Title VI Notice and Complaint Procedures. Accordingly, the Title VI public statement is placed inside of each passenger Vehicle, on printed timetables, online, and at major transfer locations. The text of the statement is as follows:

*NOTICE OF PROTECTIONS UNDER TITLE VI OF THE CIVIL RIGHTS ACT  
Any person or group who believes that they have been subjected to discrimination because of race, color, or national origin, under any transit program or activity provided by the City of Fort Lauderdale, may call (954) 828-5217 to file a Title VI discrimination complaint or write to City of Fort Lauderdale Transportation and Mobility Dept, Title VI Coordinator, 290 NE 3<sup>rd</sup> Avenue, 2<sup>nd</sup> Floor, Fort Lauderdale, Florida 33301.*

**10.4 TITLE VI INVESTIGATIONS, COMPLAINTS, AND LAWSUITS.** City has no past, current, or pending Title VI investigations, complaints, or lawsuits. All Title VI complaints are directed and investigated in accordance with City's procedures. City shall provide County with copies of all investigations, complaints, or lawsuits for oversight.

**10.5 PUBLIC PARTICIPATION AND LANGUAGE ASSISTANCE PLANS.** City shall, in the absence of its own plans, use County's Public Participation and Language Assistance Plans in formulating public outreach strategies to engage minority, low-income, and Limited English Proficient (LEP) populations.

**10.6 PLANNING OR ADVISORY BOARDS.** City does not currently have a transit specific non-elected planning or advisory board as described in FTA Circular 4702.1B, Chapter III, Sec. 10. If such entities are created, City will provide County with the racial breakdown of the board and a description of how minority participation is encouraged, as required by FTA.

**10.7 MONITORING SUBRECIPIENTS.** City is monitored by its primary recipient, County. The monitoring process outlined by County includes the collection of Title VI Programs, reviews of service change proposals, and attendance at quarterly Community Shuttle Service meetings.

**10.8 FACILITY EQUITY ANALYSIS.** City does not have plans to build any maintenance or operations facilities that require Title VI analysis under FTA Circular 4702.1B, Chapter III, Sec. 13. If plans are created, City will collaborate with County to ensure that the appropriate analysis is conducted in compliance with FTA specifications.

**10.9 SERVICE STANDARDS.** City, in agreement with County, will use service standards outlined in City's Title VI Plan for Community Shuttle Service. City will collaborate with County to monitor service standards as necessary under FTA Circular 4702.1B.

## ARTICLE 11. MISCELLANEOUS

11.1 RIGHTS IN DOCUMENTS AND WORK. Any and all reports, photographs, surveys, and documents created by City in connection with performing Community Shuttle Service under this Agreement shall be owned by County and shall be deemed works for hire by City and its agents; in the event the Community Shuttle Service is determined not to be a work for hire, City hereby assigns all right, title, and interest, including any copyright or other intellectual property rights in or to the work, to County. 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 the Contract Administrator within seven (7) days after termination of this Agreement. Any compensation due to City may be withheld until all documents are received as provided in this Agreement. City shall ensure that the requirements of this section are included in all agreements with its Subcontractors.

11.2 PUBLIC RECORDS. To the extent City is acting on behalf of County as stated in Section 119.0701, Florida Statutes, City shall:

- 11.2.1 Keep and maintain public records required by County to perform the services under this Agreement;
- 11.2.2 Upon request from County, provide County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- 11.2.3 Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion or termination of this Agreement if the records are not transferred to County; and
- 11.2.4 Upon completion or termination of this Agreement, transfer to County, at no cost, all public records in possession of City or keep and maintain public records required by County to perform the services. If City transfers the records to County, City shall destroy any duplicate public records that are exempt or confidential and exempt. If City keeps and maintains the public records, City shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to County upon request in a format that is compatible with the information technology systems of County.

A request for public records regarding this Agreement must be made directly to County, who will be responsible for responding to any such public records



requests. City will provide any requested records to County to enable County to respond to the public records request.

Any material submitted to County that City contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) ("Trade Secret Materials") must be separately submitted and conspicuously labeled "EXEMPT FROM PUBLIC RECORD PRODUCTION – TRADE SECRET." In addition, City must, simultaneous with the submission of any Trade Secret Materials, provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under Section 812.081, Florida Statutes, and stating the factual basis for same. In the event that a third party submits a request to County for records designated by City as Trade Secret Materials, County shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by City. City shall indemnify and defend County and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to the nondisclosure of any Trade Secret Materials in response to a records request by a third party.

**IF CITY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CITY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 357-8385 OR (954) 357-9721, WDELTORO@BROWARD.ORG OR TRANSITRECORDS@BROWARD.ORG, 1 NORTH UNIVERSITY DRIVE, SUITE 3100A, PLANTATION, FLORIDA 33324.**

**11.3 AUDIT RIGHTS, 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 this Agreement and performance under this Agreement. All such books, records, and accounts 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 Subcontractors shall make same available in written form at no cost to City.

**11.3.1** City and its Subcontractors shall preserve and make available, at reasonable times within Broward County, Florida, for examination and audit, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for at least three (3) years after expiration or termination of this Agreement or until resolution of any audit findings, whichever is longer. Any audit or inspection pursuant to this section may be performed by any County representative (including any outside representative engaged by County). City hereby grants County the right to conduct such audit or review at City's place of business, if deemed appropriate by County, with seventy-two (72) hours' advance notice.

11.3.2 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. If an audit or inspection in accordance with this section discloses overpricing or overcharges to County of any nature by City in excess of five percent (5%) of the total contract billings reviewed by County, the reasonable actual cost of County's audit shall be reimbursed to County by City in addition to making adjustments for the overcharges. Any adjustments or payments due as a result of such audit or inspection shall be made within thirty (30) days after presentation of County's findings to City.

11.3.3 City shall ensure that the requirements of this section are included in all agreements with its Subcontractor(s).

11.4 PUBLIC ENTITY CRIME ACT. City represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that Act. City further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes, 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.

11.5 INDEPENDENT CONTRACTOR. City is an independent contractor under this Agreement, and nothing in this Agreement shall constitute or create a partnership, joint venture, or any other relationship between the Parties. In providing Community Shuttle Service under this Agreement, neither City nor its agents shall act as officers, employees, or agents of County. City shall not have the right to bind County to any obligation not expressly undertaken by County under this Agreement.

11.6 SOVEREIGN IMMUNITY. Except to the extent sovereign immunity may be deemed to be waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by County or City nor shall anything included herein be construed as consent by County or City to be sued by third parties in any matter arising out of this Agreement. County is a political subdivision as defined in Section 768.28, Florida Statutes, and shall be responsible for the negligent or wrongful acts or omissions of its employees pursuant to Section 768.28, Florida Statutes.

11.7 THIRD-PARTY BENEFICIARIES. Neither City nor County intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge 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.

11.8 NOTICES. In order for notice to a party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via e-mail, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous e-mail is also sent). The addresses for notice shall remain as set forth in this section

unless and until changed by providing notice of such change in accordance with the provisions of this section.

FOR COUNTY:

Chris Walton, Director  
Broward County Transit Division  
One North University Drive, Suite 3100A  
Plantation, FL 33324  
[cwalton@broward.org](mailto:cwalton@broward.org)

FOR CITY:

City Manager  
City of Fort Lauderdale  
100 North Andrews Avenue  
Fort Lauderdale, FL 33301  
[CLagerbloom@fortlauderdale.gov](mailto:CLagerbloom@fortlauderdale.gov)

11.9 ASSIGNMENT. All Subcontractors must be expressly identified in this Agreement or otherwise approved in advance and in writing by County's Contract Administrator. Except for subcontracting approved by County in advance, neither this Agreement nor any right or interest in it may be assigned, transferred, subcontracted, or encumbered by City without the prior written consent of County. If City violates this provision, County shall have the right to immediately terminate this Agreement.

11.10 MATERIALITY AND WAIVER OF BREACH. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term of this Agreement. 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. To be effective, any waiver must be in writing signed by an authorized signatory of the Party.

11.11 COMPLIANCE WITH LAWS. City and the Community Shuttle Service must comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations including, without limitation, the Americans with Disabilities Act, 42 U.S.C. Section 12101, Section 504 of the Rehabilitation Act of 1973, and any related federal, state, or local laws, rules, and regulations.

11.12 SEVERABILITY. In the event any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

11.13 JOINT PREPARATION. This Agreement has been jointly prepared by the Parties and shall not be construed more strictly against either Party.

11.14 INTERPRETATION. The titles and headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all of the subsections of such section, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to "days" means calendar days, unless otherwise expressly stated.

11.15 PRIORITY OF PROVISIONS. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement and any provision of Articles 1 through 11 of this Agreement, the provisions contained in Articles 1 through 11 shall prevail and be given effect.

11.16 LAW, 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. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **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.**

11.17 AMENDMENTS. No modification, amendment, or alteration in the terms or conditions contained in this Agreement shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by duly authorized representatives of County and City.

11.18 PRIOR AGREEMENTS. This Agreement represents the final and complete understanding of the Parties regarding the subject matter and supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document.

#### 11.19 PAYABLE INTEREST

11.19.1 Payment of Interest. County shall not be liable to pay any interest to City 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 arising from, related to, or in connection with this Agreement. This subsection shall not apply to any claim for interest, including for post judgment interest, if such application would be contrary to applicable law.

11.19.2 Rate of Interest. If the preceding subsection is inapplicable or is determined to be invalid or unenforceable by a court of competent jurisdiction, the annual rate of interest payable by County under this Agreement, whether as prejudgment interest or for any other purpose, shall be, to the full extent permissible under applicable law, one quarter of one percent (0.25%) simple interest (uncompounded).

11.20 INCORPORATION BY REFERENCE. Any and all Recital clauses stated above are true and correct and are incorporated in this Agreement by reference. The following exhibits are attached hereto and incorporated into and made a part of this Agreement:

Exhibit A	Service Schedules, Routes & Maps
Exhibit B	Drug Free Workplace Certification
Exhibit C	Schedule of Reports
Exhibit D	Vehicle & Equipment Inventory
Exhibit E	Pre-Trip & Post-Trip Inspection Form
Exhibit F	Funding
Exhibit G	Invoice

11.21 REPRESENTATION OF AUTHORITY. City represents and warrants that this Agreement constitutes the legal, valid, binding, and enforceable obligation of City, and that neither the execution nor performance of this Agreement constitutes a breach of any agreement that City has with any third party or violates any law, rule, regulation, or duty arising in law or equity applicable to City. City further represents and warrants that execution of this Agreement is within City's legal powers, and each individual executing this Agreement on behalf of City is duly authorized by all necessary and appropriate action to do so on behalf of City and does so with full legal authority.

11.22 COUNTERPARTS AND MULTIPLE ORIGINALS. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its County Administrator, authorized to execute same by Board action on the 20th day of August, 2019, and CITY OF Fort Lauderdale, signing by and through its City Manager, duly authorized to execute same.

COUNTY

WITNESSES:

By Tamara Brannon

Print Name: TAMARA BRANNON

By Susan Seferian

Print Name: SUSANSEFERIAN

BROWARD COUNTY, by and through its County Administrator

By Bertha Henry  
Bertha Henry, County Administrator

20th day of October, 2019

Approved as to form by  
Andrew J. Meyers  
Broward County Attorney  
Governmental Center, Suite 423  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600  
Telecopier: (954) 357-7641

By Angela J. Wallace 10/21/19  
Angela J. Wallace (Date)  
Deputy County Attorney



AJW:hb  
Community Shuttle Form.Standard.doc  
08/07/19  
19-114.02

INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND THE CITY OF FORT LAUDERDALE FOR COMMUNITY SHUTTLE SERVICE

CITY

ATTEST:

\_\_\_\_\_  
Jeffrey A. Modarelli  
City Clerk

CITY OF FORT LAUDERDALE

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

Christopher J. Lagerbloom, ICMA-CM  
City Manager

(CORPORATE SEAL)

14<sup>th</sup> day of October, 2019.



APPROVED AS TO FORM:

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

Shan C. Wallen  
Assistant City Attorney





**Exhibit A**  
**Service Schedules, Routes & Maps**

ENJOY EXCLUSIVE OFFERS FROM OUR SPONSORS!

**TEXAS de BRAZIL**  
CHURRASCARIA STEAKHOUSE

**Carving a New Experience®**

**15% OFF Regular Dinner Pricing**

2457 East Sunrise Blvd. | 954.400.5630  
Serving Dinner Nightly

Tuesday - Thursday for up to 8 guests. Not valid with any other offer. Expires 4/30/21. Print code: 954-750-1712

TexasdeBrazil.com

**15% OFF**  
any single purchase!

**ROCKY MOUNTAIN CHOCOLATE FACTORY**

17 S. Fort Lauderdale Beach Blvd. (Beach Place)  
Suite 226 • Fort Lauderdale, FL 33316 • 954.916.7049

# Beach Link Las Olas Link



Single Ride: \$1.00  
Day Pass: \$3.00

**Sun Trolley**  
**Wave 'n' Ride**

**BEACH Link Schedule:**  
Daily 10:30 a.m. to 5 p.m.

**LAS OLAS Link Schedule:**  
Friday - Sunday 10:30 a.m. to 5 p.m.

Approximately every 45 minutes

# Just Wave and We Will Pick You Up!

## HOW TO RIDE?

Wave 'n' Ride in Three Easy Steps- Catching the Sun Trolley is as simple as hailing a cab!

### Step 1

Download the FREE Sun Trolley Tracker App to track the trolleys in real-time

### Step 2

Stand along your selected route and wave to signal the driver to pick you up

To board a trolley, stand in a safe location and avoid bridges, right turn lanes, construction zones and roundabouts

### Step 3

To exit the trolley, tell the driver when you would like to disembark

## How Much Does it Cost?

\$1 per ride or \$3 for an all-day pass (exact change, cash only)



## STAY CONNECTED

✓ Socialize with Us @SunTrolley:



#suntrolley

- ✓ Rate Us: On Trip Advisor
- ✓ Visit Us: [www.suntrolley.com](http://www.suntrolley.com)
- ✓ Email Us: [info@suntrolley.com](mailto:info@suntrolley.com)
- ✓ Talk to Us: 954-TROLLEY

Please be aware that the schedules and frequencies published are just a guide, and fluctuating and unpredictable traffic patterns may cause unavoidable deviations. The Sun Trolley is not liable for any losses endured due to strict reliance on the information provided.

This publication can be made available in alternative formats upon request by contacting 954-357-8400 or TTY 954-357-8302.

### PROTECTIONS OF THE TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 AS AMENDED

Any person(s) or group(s) who believes that they have been subjected to discrimination because of race, color, and national origin, under any transit program or activity provided by the City of Fort Lauderdale, may call 954-828-5217 to file a Title VI discrimination complaint or write to City of Fort Lauderdale Transportation and Mobility, Title VI Coordinator, 290 NE 3rd Avenue, Fort Lauderdale, FL 33301.

SUN TROLLEY (R) is not affiliated, endorsed by, or associated with FDOT's SUNRAIL (R) trademark.



**READY TO SET SAIL?  
RIDE THE FREE WATER TROLLEY!**

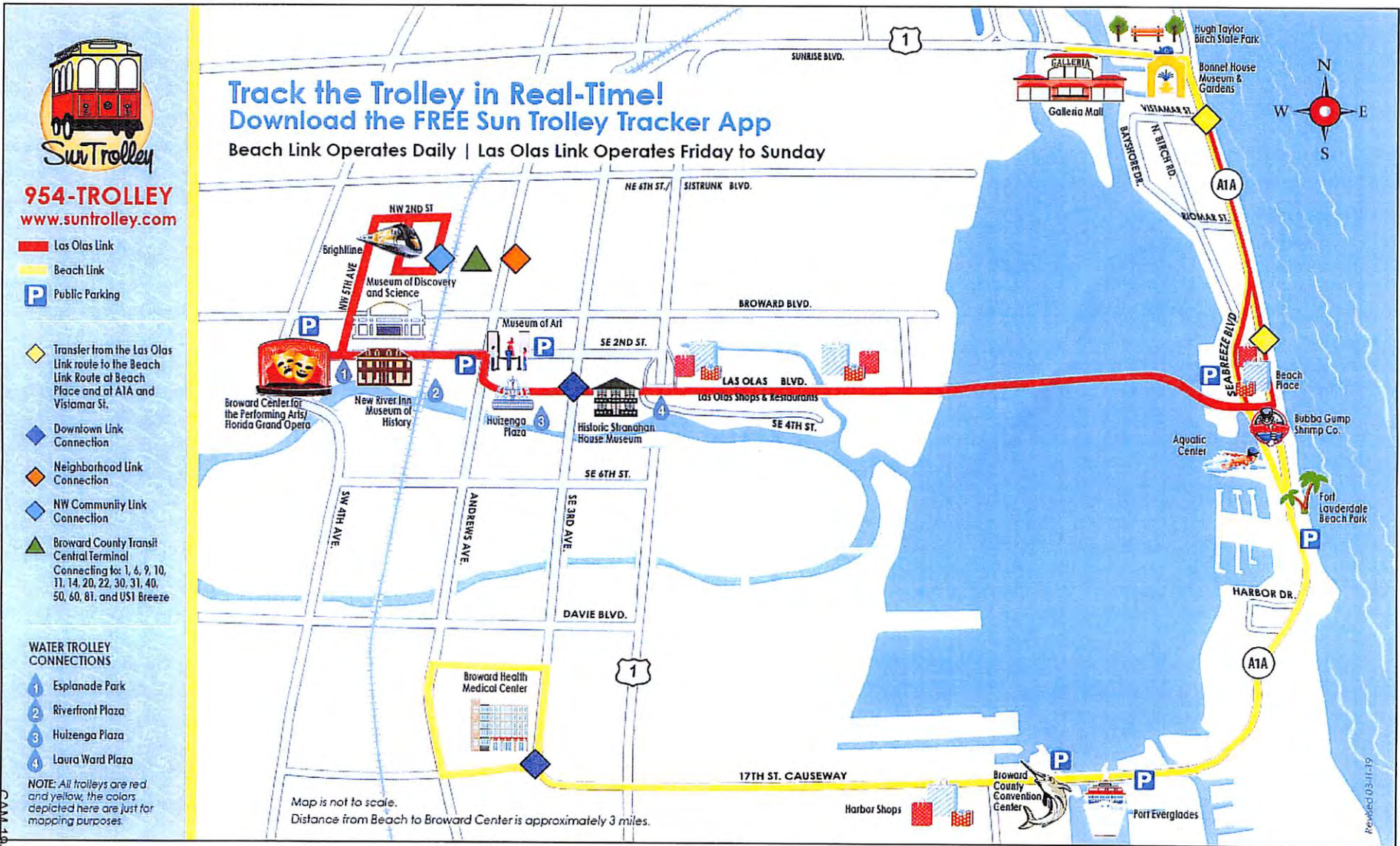
DOWNLOAD THE SUN TROLLEY TRACKER APP  
954-TROLLEY | [www.suntrolley.com](http://www.suntrolley.com)

DOWNLOAD THE SUN TROLLEY TRACKER APP  
954-TROLLEY | [www.suntrolley.com](http://www.suntrolley.com)



CAM 19-0656  
Exhibit 2  
Page 38 of 69

CAM #19-0307  
Exhibit 2  
Page 38 of 69  
CAM #21-0076  
Exhibit 1  
Page 98 of 270



CAM 19-0656  
Exhibit 2  
Page 39 of 69

CAM #19-0307  
Exhibit 2  
Page 7 of 24  
CAM #21-0076  
Exhibit 1  
Page 99 of 270

ENJOY EXCLUSIVE OFFERS FROM OUR SPONSORS!

**TEXAS de BRAZIL**  
CHURRASCARIA STEAKHOUSE

**Carving a New Experience®**

**15% OFF Regular Dinner Pricing**

2457 East Sunrise Blvd. | 954.400.5630  
Serving Dinner Nightly

Sunday - Thursday for up to 4 guests. Not valid with any other offer. Expires 4/30/19. Promo code: 008-750-772

TexasdeBrazil.com

**15% OFF any single purchase!**

**ROCKY MOUNTAIN CHOCOLATE FACTORY**

17 S. Fort Lauderdale Beach Blvd. (Beach Place)  
Suite 226 • Fort Lauderdale, FL 33316 • 954.916.7049

# Downtown Link



# Sun Trolley

## Wave 'n' Ride

Downtown Link Route Schedule:  
Monday – Friday 9 a.m. to 5 p.m.  
Approximately Every 15 Minutes

# Just Wave and We Will Pick You Up!

### HOW TO RIDE?

Wave 'n' Ride in Three Easy Steps- Catching the Sun Trolley is as simple as hailing a cab!

**Step 1**

Download the FREE Sun Trolley Tracker App to track the trolleys in real-time

**Step 2**

Stand along your selected route and wave to signal the driver to pick you up

**Step 3**

To exit the trolley, tell the driver when you would like to disembark

### How Much Does it Cost?

**FREE ROUTES:**

- Downtown Link • NW Community Link
- Galt Link • Neighborhood Link
- Airport Link • Riverwalk Water Trolley
- Uptown Link

**FARE ROUTES:**

- Las Olas/Beach Link fares - \$1 per ride or \$3 for an all-day pass (single dollars or exact coins are accepted)

### A FEW REMINDERS

- 1 To board a trolley, stand in a safe location and avoid bridges, right turn lanes, construction zones and roundabouts
- 2 Please note that the Riverwalk Water Trolley is the only route that requires passengers to board or disembark at designated stops and is not a Wave 'n' Ride service.

### STAY CONNECTED

✓ Socialize with Us @SunTrolley:



#sunrolley

✓ Rate Us: On Trip Advisor

✓ Visit Us: www.sunrolley.com

✓ Email Us: info@sunrolley.com

✓ Talk to Us: 954-TROLLEY

Please be aware that the schedules and frequencies published are just a guide, and fluctuating and unpredictable traffic patterns may cause unavoidable deviations. The Sun Trolley is not liable for any losses endured due to strict reliance on the information provided.

This publication can be made available in alternative formats upon request by contacting 954-357-8400 or TTY 954-357-8302.

PROTECTIONS OF THE TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 AS AMENDED  
Any person(s) or group(s) who believes that they have been subjected to discrimination because of race, color, and national origin, under any transit program or activity provided by the City of Fort Lauderdale, may call 954-828-5217 to file a Title VI discrimination complaint or write to City of Fort Lauderdale Transportation and Mobility, Title VI Coordinator, 290 NE 3rd Avenue, Fort Lauderdale, FL 33301.

SUN TROLLEY (R) is not affiliated, endorsed by, or associated with FDOT's SUNRAIL (R) trademark.

DOWNLOAD THE SUN TROLLEY TRACKER APP  
954-TROLLEY | www.sunrolley.com

DOWNLOAD THE SUN TROLLEY TRACKER APP  
954-TROLLEY | www.sunrolley.com



CAM #19-0656  
Exhibit 2  
Page 40 of 69

CAM #19-0307  
Exhibit 2  
Page 8 of 21-0076  
Exhibit 1  
Page 100 of 270



Revised 03-11-19



Track the Trolley  
in Real-Time!  
Download the FREE  
Sun Trolley Tracker App  
**954-TROLLEY**  
[www.suntrolley.com](http://www.suntrolley.com)

**KEY DESTINATIONS**  
*Ready to ride? Just Wave 'n' Ride!*

**Downtown Link**  
*Please note that the Downtown Link route follows a figure-eight pattern*

- P** Public Parking
- A** Flagler Village
- B** Fort Lauderdale City Hall
- C** Federal Courthouse
- D** Broward County Governmental Center
- E** Broward County Library
- F** NSU Museum of Art
- G** Broward College
- H** Florida Atlantic University
- I** Huizenga Park
- J** Broward County Courthouse
- K** Broward County School Board
- L** Publix
- M** Broward General Hospital

**Broward County Transit Central Terminal**  
Connecting to:  
1, 6, 9, 10, 11, 14, 20, 22,  
30, 31, 40, 50, 60, 81, and  
US1 Breeze

- Water Trolley Link Connection
- Las Olas Link Connection
- Beach Link Connection
- Neighborhood Link Connection
- NW Community Link Connection

*NOTE: All trolleys are red and yellow, the colors depicted here are just for mapping purposes.*

# Downtown Link

CAM #21-0076

Exhibit 1  
Page 101 of 270

CAM #19-0307  
Exhibit 2  
Page 9 of 24

ENJOY EXCLUSIVE OFFERS FROM OUR SPONSORS!

**TEXAS de BRAZIL**  
CHURRASCARIA STEAKHOUSE

**Carving a New Experience®**

**15% OFF Regular Dinner Pricing**

2457 East Sunrise Blvd. | 954.400.5630  
Serving Dinner Nightly

Sunday - Thursday for up to 8 guests. Not valid with any other offer. Expires 4/30/19. Promo code: 028-753-772

TexasdeBrazil.com

**15% OFF any single purchase!**



**ROCKY MOUNTAIN CHOCOLATE FACTORY**

17 S. Fort Lauderdale Beach Blvd. (Beach Place)  
Suite 226 • Fort Lauderdale, FL 33316 • 954.916.7049

# Neighborhood Link



# Sun Trolley

## Wave 'n' Ride

Neighborhood Link Schedule:  
Monday - Friday  
8 a.m. to 1:10 p.m.

# Just Wave and We Will Pick You Up!

**Free**

**HOW TO RIDE?**  
Wave 'n' Ride in Three Easy Steps- Catching the Sun Trolley is as simple as hailing a cab!

**Step 1**  
Download the FREE Sun Trolley Tracker App to track the trolleys in real-time

**Step 2**  
Stand along your selected route and wave to signal the driver to pick you up  
To board a trolley, stand in a safe location and avoid bridges, right turn lanes, construction zones and roundabouts

**Step 3**  
To exit the trolley, tell the driver when you would like to disembark.



- STAY CONNECTED**
- ✓ Socialize with Us @SunTrolley:
    - 
    - 
    - 

#sunrolley
  - ✓ Rate Us: On Trip Advisor
  - ✓ Visit Us: [www.sunrolley.com](http://www.sunrolley.com)
  - ✓ Email Us: [info@sunrolley.com](mailto:info@sunrolley.com)
  - ✓ Talk to Us: 954-TROLLEY

Please be aware that the schedules and frequencies published are just a guide, and fluctuating and unpredictable traffic patterns may cause unavoidable deviations. The Sun Trolley is not liable for any losses incurred due to strict reliance on the information provided.

This publication can be made available in alternative formats upon request by contacting 954-357-8400 or TTY 954-357-8302.

**PROTECTIONS OF THE TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 AS AMENDED**

Any person(s) or group(s) who believes that they have been subjected to discrimination because of race, color, and national origin, under any transit program or activity provided by the City of Fort Lauderdale, may call 954-828-5217 to file a Title VI discrimination complaint or write to City of Fort Lauderdale Transportation and Mobility, Title VI Coordinator, 290 NE 3rd Avenue, Fort Lauderdale, FL 33301.

SUN TROLLEY (R) is not affiliated, endorsed by, or associated with FDOT's SUNRAIL (R) trademark.

DOWNLOAD THE SUN TROLLEY TRACKER APP  
954-TROLLEY | [www.sunrolley.com](http://www.sunrolley.com)

DOWNLOAD THE SUN TROLLEY TRACKER APP  
954-TROLLEY | [www.sunrolley.com](http://www.sunrolley.com)



CAM #19-0656  
Exhibit 2  
Page 42 of 69

CAM #19-0307  
Exhibit 2  
Page 10 of 21-0076  
Exhibit 1  
Page 102 of 270



- Key Destinations**
1. BCT Central Terminal
  2. SW 4 Street and SW 14 Street
  3. LifeNet4Families
  4. Tri-Rail
  5. SW 4 Avenue and SW 15 Street

- Neighborhood Link
- Key Destinations
- Train Tracks
- Public Parking
- Fort Lauderdale Tri-Rail Station & Free Park-n-Ride Lot
- NW Community Link Connection
- Downtown Link Connection To
- Broward County Transit Central Terminal Connecting to: 1, 6, 9, 10, 11, 14, 20, 22, 30, 31, 40, 50, 60, 81, and US1 Breeze

Download the Free Sun Trolley Tracker App

\*Map not to scale.  
 NOTE: All trolleys are red and yellow, the colors depicted here are just for mapping purposes.

CAM #19-0307  
 Exhibit 2  
 Page 43 of 69

CAM #19-0307  
 Exhibit 2  
 Page 11 of 24  
 CAM #21-0076  
 Exhibit 1  
 Page 103 of 270

ENJOY EXCLUSIVE OFFERS FROM OUR SPONSORS!

**TEXAS de BRAZIL**  
CHURRASCARIA STEAKHOUSE

**Carving a New Experience®**

**15% OFF Regular Dinner Pricing**

2457 East Sunrise Blvd. | 954.400.5630  
Serving Dinner Nightly

Monday - Thursday for early dinner. Not valid with any other offer. Expires 4/30/21. Photo credit: Bob Finkler

TexasdeBrazil.com

**15% OFF any single purchase!**

**ROCKY MOUNTAIN CHOCOLATE FACTORY**

17 S. Fort Lauderdale Beach Blvd. (Beach Place)  
Suite 226 • Fort Lauderdale, FL 33316 • 954.916.7049

# NW Community Link



# Sun Trolley

## Wave 'n' Ride

NW Community Link Schedule:  
Monday - Friday  
6:30 a.m. to 7:20 p.m.

# Just Wave and We'll Pick You Up!

**Free**

### HOW TO RIDE?

Wave 'n' Ride in Three Easy Steps- Catching the Sun Trolley is as simple as hailing a cab!

#### Step 1

Download the FREE Sun Trolley Tracker App to track the trolleys in real-time

#### Step 2

Stand along your selected route and wave to signal the driver to pick you up

To board a trolley, stand in a safe location and avoid bridges, right turn lanes, construction zones and roundabouts

#### Step 3

To exit the trolley, tell the driver when you would like to disembark



### STAY CONNECTED

✓ Socialize with Us @SunTrolley:



- ✓ Rate Us: On Trip Advisor
- ✓ Visit Us: [www.sunrolley.com](http://www.sunrolley.com)
- ✓ Email Us: [info@sunrolley.com](mailto:info@sunrolley.com)
- ✓ Talk to Us: 954-TROLLEY

Please be aware that the schedules and frequencies published are just a guide, and fluctuating and unpredictable traffic patterns may cause unavoidable deviations. The Sun Trolley is not liable for any losses endured due to strict reliance on the information provided.

This publication can be made available in alternative formats upon request by contacting 954-357-8400 or TTY 954-357-8302.

PROTECTIONS OF THE TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 AS AMENDED  
Any person(s) who believes that they have been subjected to discrimination because of race, color, and national origin, under any transit program or activity provided by the City of Fort Lauderdale, may call 954-828-5217 to file a Title VI discrimination complaint or write to City of Fort Lauderdale Transportation and Mobility, Title VI Coordinator, 290 NE 5th Avenue, Fort Lauderdale, FL 33301.

SUN TROLLEY (R) is not affiliated, endorsed by, or associated with FDOT's SUNRAIL (R) trademark.

DOWNLOAD THE SUN TROLLEY TRACKER APP  
954-TROLLEY | [www.sunrolley.com](http://www.sunrolley.com)

DOWNLOAD THE SUN TROLLEY TRACKER APP  
954-TROLLEY | [www.sunrolley.com](http://www.sunrolley.com)



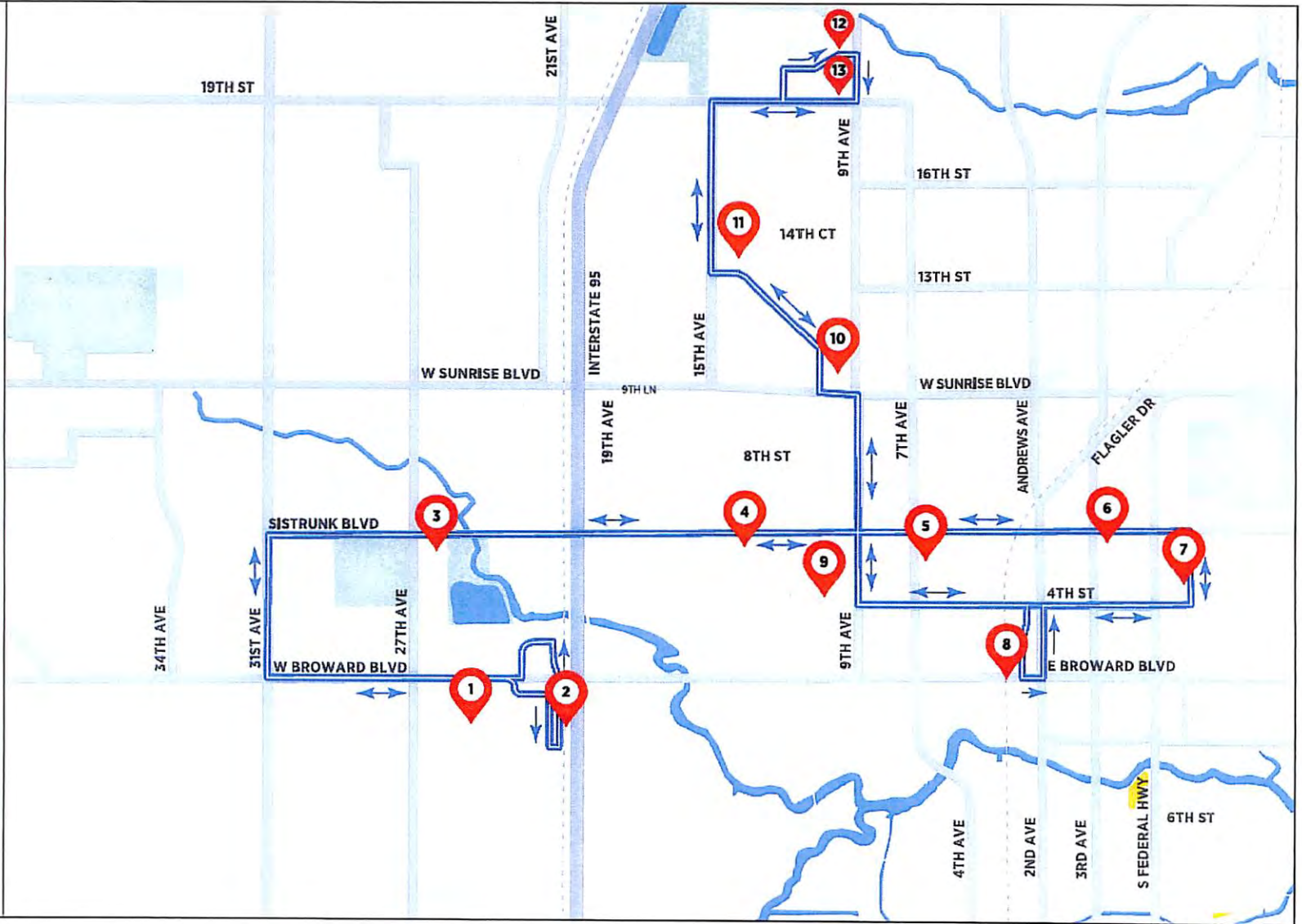
CAM 19-0307  
Exhibit 2  
Page 44 of 69

CAM #19-0307  
Exhibit 2  
Page 13 of 24  
CAM #21-0076  
Exhibit 1  
Page 104 of 270



### NW COMMUNITY LINK

- 1. Walmart
- 2. Fort Lauderdale Tri-Rail Station
- 3. African-American Research Library
- 4. Provident Park
- 5. Save-A-Lot
- 6. Peter Feldman Park
- 7. Fresh Market
- 8. Broward Central Terminal
- 9. Old Dillard Museum
- 10. Presidente Supermarket
- 11. Lauderdale Manors Elementary School
- 12. Hillmont Gardens Apartments
- 13. dd's Discounts



**Exhibit B  
Drug Free Workplace Certification**

### EXHIBIT "B"

## DRUG FREE WORKPLACE CERTIFICATION

The undersigned vendor hereby certifies that it will provide a drug-free workplace program by:

- (1) Publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the offeror's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
- (2) Establishing a continuing drug-free awareness program to inform its employees about:
  - (i) The dangers of drug abuse in the workplace;
  - (ii) The offeror's policy of maintaining a drug-free workplace;
  - (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
  - (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (3) Giving all employees engaged in performance of the contract a copy of the statement required by subparagraph (1);
- (4) Notifying all employees, in writing, of the statement required by subparagraph (1), that as a condition of employment on a covered contract, the employee shall:
  - (i) Abide by the terms of the statement; and
  - (ii) Notify the employer in writing of the employee's conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or of any state, for a violation occurring in the workplace NO later than five days after such conviction.
- (5) Notifying Broward County government in writing within 10 calendar days after receiving notice under subdivision (4) (ii) above, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
- (6) Within 30 calendar days after receiving notice under subparagraph (4) of a conviction, taking one of the following actions with respect to an employee who is convicted of a drug abuse violation occurring in the workplace:
  - (i) Taking appropriate personnel action against such employee, up to and including termination; or
  - (ii) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency; and
- (7) Making a good faith effort to maintain a drug-free workplace program through implementation of subparagraphs (1) through (6).

Craig S. Garcia  
 (Vendor Signature)  
Craig S. Garcia  
 (Print Vendor Name)

STATE OF FLORIDA  
 COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 23<sup>rd</sup> day of SEPTEMBER, 2019

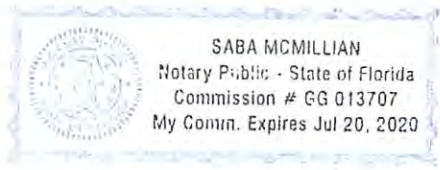
by CRAIG S. GARCIA  
 (Name of person who's signature is being notarized)

as GENERAL MANAGER of FIRST TRANSIT  
 (Title) (Name of Corporation/Company)

known to me to be the person described herein, or who produced  
FLDL# 662011765020 exp 01/2021  
 (Type of Identification)

as identification, and who did/did not take an oath.

NOTARY PUBLIC:  
SABA MCMILLIAN  
 (Signature)  
SABA MCMILLIAN  
 (Print Name)



My commission expires: 07/20/2020

(05/2014)

**Exhibit C  
Schedule of Reports**

## EXHIBIT "C"

<u>Report</u>	<u>Details</u>	<u>Frequency</u>	<u>Due</u>
Active Drivers	Current list of Vehicle Operators	Monthly	10th of each month *
Complaints	Detailed summary of all received complaints including: date of original complaint, contact information, description of complaint and complaint resolution	Monthly	10th of each month *
Drug & Alcohol Certification	Reports summarizing City's Drug and Alcohol testing program results to the BCT Drug and Alcohol Program Manager	Quarterly and Annually	Quarterly and Annually by February 15th
Insurance	Valid insurance certificate in accordance with contract requirements	Annually	At time of applicable renewal
Invoice	Invoiced quarterly based on County's certified projected annual funding to City each Fiscal Year	Quarterly	October 10th, January 10th, April 10th, and July 10th
Major Accidents and Incidents	Major accidents and incidents resulting in a loss of life, injuries, disruption of service, or over \$25,000 property damage with details such as operator and supervisor's report, police report case number, and photos	As needed when qualifying events occur	72 hours after event
Motor Vehicle Report (MVR)	Driving record as compiled by State of Florida Department of Motor Vehicles on City's or Contractor's active drivers. This action is apart from normal background checks required for prospective new hires of bus operators	Semi-Annually	Every six (6) months
Safety Certification	Notarized Safety Certifications to FDOT with a copy to County that attest to compliance with adopted Security Program Plan (SPP) and System Safety Program Plan (SSPP). The Safety Certifications shall comply with standards set forth in Rule14-90, Florida Administrative Code, Equipment and Operation Safety Standards for Bus Transit Systems as currently in enacted or as may be amended from time to time	Annually	City shall submit certifications to County by February 8th for comments and corrections. City shall present County's approved certifications to FDOT by February 15th
Service Summary Report	Route detail daily passenger counts, revenue miles, vehicle miles, vehicle odometer readings, and missed service	Monthly	10th of each month *
Vehicle Inventory (County)	Certified inventory confirming Contracts / Grants Administrator's request on City's formal letterhead to the attention of Contracts / Grants Administrator at end of County's Fiscal Year	Annually	October 23rd
Vehicle Inventory (NTD)	Detailed inventory and odometer readings on each revenue service vehicle for NTD	Annually	November 1st
Annual System Report (NTD)	Annual report of system statistics including ridership, vehicle and revenue service hours and miles, City demographics/census, expenses and revenue reported annually by January 31st for the previous fiscal year to the National Transit Database (NTD).	Annually	January 31st
Vehicle Transactions	Confirmation of Vehicle transactions involving County Vehicles (loaners, Exchanges, Transfers and /or Returns) on County Approved Form	As needed when qualifying events occur	Next business day
*If the 10th of the Month falls on a weekend or a County observed holiday, then reports are due the following normal business day			

**Notes:**

CommunityShuttleReports@Broward.org is the dedicated email for submission of all reports unless otherwise designated by the Contract Administrator. The format of reports, either electronic or paper, is at the sole discretion of the Contract Administrator. Additional reports may be added as deemed necessary by the Contract Administrator. COUNTY will provide the guidance, instructions, and/or template required to meet requirements for each report. CITY is responsible for accurate data reporting and documentation.

**Exhibit D  
Vehicles & Equipment Inventory**

**EXHIBIT "D"****City of Fort Lauderdale****Vehicles for Fiscal Year 2020**

<u>Vehicle #</u>	<u>Year</u>	<u>Make</u>	<u>Seats</u>	<u>Asset</u>	<u>VIN</u>
614	2006	Freightliner/Supreme Trolley	26/2	V6906	4UZABOBV86CW60328
615	2014	Glaval Apollo	30/2		4UZADEDU3DCFF1931
616	2014	Glaval Apollo	30/2		4UZADEDU1DCFF1930
618	2015	Ford E450	12		1FDEE3FL7EDA07065
619	2015	Freightliner/Supreme Trolley	26		4UZAB0DT3FCGT9899
620	2015	Freightliner/Supreme Trolley	26		4UZAB0DT6FCGT9900
621	2017	Freightliner/Supreme Trolley	26		4UZAB0DT6HCJH0416
622	2016	Freightliner/Supreme Trolley	26		4UZADEDU1GCHR9717
624	2016	Freightliner/Supreme Trolley	22		1F66F5DY1G0A00012
626	2016	Freightliner/Supreme Trolley	22		1F66F5DY0G0A06271
M1916	2019	Champion F550 Defender G Force Propane Bus	16/2	330331	1FDAF5GY2KDA08913
M1917	2019	Champion F550 Defender G Force Propane Bus	16/2	330332	1FDAF5GY4KDA08914

Trolley 614

IMPORTANT INFORMATION

SECTION 320.0605, Florida Statutes, requires this registration certificate or an official copy or a true copy of a rental or lease agreement issued for the motor vehicle described be in possession of the operator or carried in the vehicle while the vehicle is being used or operated on the highways or streets of this state.

SECTION 316.613, Florida Statutes, requires every operator of a motor vehicle while transporting a child in a passenger car, van or pickup truck registered in this state and operated on the highways of this state, shall, if the child is 5 years of age or younger, provide for protection of the child by properly using a crash-tested, federally approved child restraint device. For children aged through 3 years, such restraint device must be a separate carrier or a vehicle manufacturer's integrated child seat, for children aged 4 through 5 years, a separate carrier or seat belt may be used.

SECTION 627.733, Florida Statutes, requires mandatory Florida No-Fault Insurance to be maintained continuously throughout the entire registration period: failure to maintain the required coverage could result in suspension of your driver license and registration.

Mail To:

BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS  
3201 W COPANS RD  
POMPANO BCH, FL 33069

Important note: If you cancel the insurance for this vehicle, immediately return the license plate from this registration to a Florida driver license or tax collector office or mail it to: Dept. of Highway Safety, Return Tags, 2900 Apalachee Parkway, Tallahassee, FL 32399. Surrendering the plate will prevent your driving privilege from being suspended.

CO/AGY 10 / 6 T# 661025155  
B# 1288223

FLORIDA VEHICLE REGISTRATION

PLATE TC2537 DECAL

Expires NO EXPIRATION

VEHICLE TYPE 2006/FRHT BODY BU  
VIN 4UZAB0BV86CW60328  
NET WT 29748

TITLE 96210930  
GVW 36608

Reg. Tax 48.85 Class Code 97  
Init. Reg. Tax Months 12  
County Fee 3.00 Back Tax Mos  
Mail Fee Credit Class  
Sales Tax Credit Months  
Voluntary Fees  
Grand Total 51.85

FEID 566000531-01  
Plate Issued 4/18/2011

2ND DL# 614

BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS  
3201 W COPANS RD  
POMPANO BCH, FL 33069

IMPORTANT INFORMATION

- 1. The Florida license plate must remain with the registrant upon sale of vehicle.
- 2. The registration must be delivered to a Tax Collector or Tag Agent for transfer to a replacement vehicle.
- 3. Your registration must be updated to your new address within 20 days of moving.
- 4. Registration renewals are the responsibility of the registrant and shall occur during the 30-day period prior to the expiration date shown on this registration. Renewal notices are provided as a courtesy and are not required for renewal purposes.

FOR COUNTY VEHICLES PLATE ISSUED X



MTRFS020K

**INSTRUCTIONS FOR ATTACHING DECAL**

1. Clean area where new annual decal is to be affixed.
2. Peel decal from this document.
3. Affix decal in the upper right corner of license plate.



**IMPORTANT INFORMATION**

Section 316.613, Florida Statutes, requires every operator of a motor vehicle transporting a child in a passenger car, van or pickup truck registered in this state and operated on the highways of this state, shall, if the child is 5 years of age or younger, provide the protection of the child by properly using a crash-tested, federally approved child restraint device. For children aged through 3 years, such restraint device must be a separate carrier or a vehicle manufacturer's integrated child seat. For children aged 4 through 5 years, a separate carrier, an integrated child seat, or a child booster seat may be used. For limited exceptions, see s. 316.613, F.S.

S. 320.0605, F.S., requires the registration certificate, or true copy of a rental or lease agreement, issued for any motor vehicle to be in the possession of the operator or carried in the vehicle while the vehicle is being used or operated on roads of this state.

S. 320.02 and 627.733, F.S., requires personal injury protection and property damage liability to be continuously maintained throughout the registration period. Failure to maintain the mandatory coverage may result in the suspension of your driver license and registration.

**Mail To:**

**DOWNTOWN FT LAUDERDALE TRANSPORTATION MGMT  
ASSOC INC  
290 NE THIRD AVENUE  
FORT LAUDERDALE, FL 33301-1148**

Important note: If you cancel the insurance for this vehicle, immediately return the license plate from this registration to a Florida driver license or tax collector office or mail it to: DHSMV, Return Tags, 2900 Apalachee Parkway, Tallahassee, FL 32399. Surrendering the plate will prevent your driving privilege from being suspended.

**FLORIDA VEHICLE REGISTRATION**

CO/AGY 10 / 7 T# 1034151495  
B# 1931483

PLATE **X2327C** DECAL **10419914** Expires **Midnight Sun 6/30/2019**

YR/MK	<b>2014/GLAV</b>	BODY	<b>BU</b>		Reg. Tax	12.10	Class Code	96
VIN	<b>4UZADEDU3DCFF1931</b>			TITLE	Init. Reg.		Tax Months	12
Plate Type	<b>XSR</b>	NET WT	<b>17314</b>	GVW	County Fee	3.00	Back Tax Mos	
DL/FEID	<b>650435161-01</b>				Mail Fee		Credit Class	
Date Issued	<b>6/28/2018</b>	Plate Issued	<b>12/29/2014</b>		Sales Tax		Credit Months	
					Voluntary Fees			
					Grand Total	15.10		

**IMPORTANT INFORMATION**

1. The Florida license plate must remain with the registrant upon sale of vehicle.
2. The registration must be delivered to a Tax Collector or Tag Agent for transfer to a replacement vehicle.
3. Your registration must be updated to your new address within 30 days of moving.
4. Registration renewals are the responsibility of the registrant and shall occur during the 30-day period prior to the expiration date shown on this registration. Renewal notices are provided as a courtesy and are not required for renewal purposes.
5. I understand that my driver license and registrations will be suspended immediately if the insurer denies the insurance information submitted for this registration.

**DOWNTOWN FT LAUDERDALE TRANSPORTATION  
MGMT ASSOC INC  
290 NE THIRD AVENUE  
FORT LAUDERDALE, FL 33301-1148**

**XSR - X - SERIES**

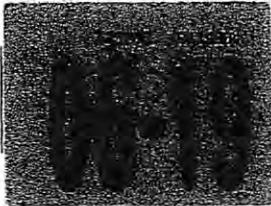
*# 615*

CAM #19-0307  
Exhibit 2  
CAM #19-0307  
Page 13 of 24  
Exhibit 1  
Page 13 of 20

MTRFS020K

**INSTRUCTIONS FOR ATTACHING DECAL**

1. Clean area where new annual decal is to be affixed.
2. Peel decal from this document
3. Affix decal in the upper right corner of license plate.



**IMPORTANT INFORMATION**

Section 316.613, Florida Statutes, requires every operator of a motor vehicle transporting a child in a passenger car, van or pickup truck registered in this state and operated on the highways of this state, shall, if the child is 5 years of age or younger, provide the protection of the child by properly using a crash-tested, federally approved child restraint device. For children aged through 3 years, such restraint device must be a separate carrier or a vehicle manufacturer's integrated child seat. For children aged 4 through 5 years, a separate carrier, an integrated child seat, or a child booster seat may be used. For limited exceptions, see s. 316.613, F.S.

S. 320.0605, F.S., requires the registration certificate, or true copy of a rental or lease agreement, issued for any motor vehicle to be in the possession of the operator or carried in the vehicle while the vehicle is being used or operated on roads of this state.

S. 320.02 and 627.733, F.S., requires personal injury protection and property damage liability to be continuously maintained throughout the registration period. Failure to maintain the mandatory coverage may result in the suspension of your driver license and registration.

Mail To:  
**DOWNTOWN FT LAUDERDALE TRANSPORTATION MGMT  
 ASSOC INC  
 290 NE THIRD AVENUE  
 FORT LAUDERDALE, FL 33301-1148**

Important note: If you cancel the insurance for this vehicle, immediately return the license plate from this registration to a Florida driver license or tax collector office or mail it to: DHSMV, Return Tags, 2900 Apalachee Parkway, Tallahassee, FL 32399. Surrendering the plate will prevent your driving privilege from being suspended.

CO/AGY 10 / 7 T# 1034151704  
 B# 1931483

**FLORIDA VEHICLE REGISTRATION**

PLATE **X2328C** DECAL **10419961** Expires **Midnight Sun 6/30/2019**

YR/MK	2014/GLAV	BODY	BU		Reg. Tax	12.10	Class Code	96
VIN	4UZADEDU1DCFF1930			TITLE	114572455		Tax Months	12
Plate Type	XSR	NET WT	17272	GVW	26000	County Fee	3.00	Back Tax Mos
DL/FEID	650435161-01					Mail Fee		Credit Class
Date Issued	6/28/2018	Plate Issued	12/29/2014			Sales Tax		Credit Months
						Voluntary Fees		
						Grand Total	15.10	

**DOWNTOWN FT LAUDERDALE TRANSPORTATION  
 MGMT ASSOC INC  
 290 NE THIRD AVENUE  
 FORT LAUDERDALE, FL 33301-1148**

**IMPORTANT INFORMATION**

1. The Florida license plate must remain with the registrant upon sale of vehicle.
2. The registration must be delivered to a Tax Collector or Tag Agent for transfer to a replacement vehicle.
3. Your registration must be updated to your new address within 30 days of moving.
4. Registration renewals are the responsibility of the registrant and shall occur during the 30-day period prior to the expiration date shown on this registration. Renewal notices are provided as a courtesy and are not required for renewal purposes.
5. I understand that my driver license and registrations will be suspended immediately if the insurer denies the insurance information submitted for this registration.

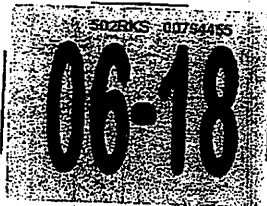
**XSR - X - SERIES**

Handwritten: 12616

CAM #19-0307  
 Exhibit 2  
 CAM #2060076  
 Page 16 of 24  
 Exhibit 1  
 Page 14 of 270

**INSTRUCTIONS FOR ATTACHING DECAL**

1. Clean area where new annual decal is to be affixed.
2. Peel decal from this document.
3. Affix decal in the upper right corner of license plate.



Mail To:  
**FIRST TRANSIT INC**  
 600 VINE ST STE 1400  
 CINCINNATI, OH 45202-2426

**IMPORTANT INFORMATION**

MOFSZUK

Section 316.613, Florida Statutes, requires every operator of a motor vehicle transporting a child in a passenger car, van or pickup truck registered in this state and operated on the highways of this state, shall, if the child is 5 years of age or younger, provide the protection of the child by properly using a crash-tested, federally approved child restraint device. For children aged through 3 years, such restraint device must be a separate carrier or a vehicle manufacturer's integrated child seat. For children aged 4 through 5 years, a separate carrier, an integrated child seat, or a child booster seat may be used. For limited exceptions, see s. 316.613, F.S.

S. 320.0605, F.S., requires the registration certificate, or true copy of a rental or lease agreement, issued for any motor vehicle to be in the possession of the operator or carried in the vehicle while the vehicle is being used or operated on roads of this state.

S. 320.02 and 627.733, F.S., requires personal injury protection and property damage liability to be continuously maintained throughout the registration period. Failure to maintain the mandatory coverage may result in the suspension of your driver license and registration.

Important note: If you cancel the insurance for this vehicle, immediately return the license plate from this registration to a Florida driver license or tax collector office or mail it to: DHSMV, Return Tags, 2900 Apalachee Parkway, Tallahassee, FL 32399. Surrendering the plate will prevent your driving privilege from being suspended.

**FLORIDA VEHICLE REGISTRATION**

COAGY 6 15 TR# 911320268  
 B# 2076682

PLATE **502RKS** DECAL **00794455** Expires **Midnight Sat 6/30/2018**

YR/MK **2015/FORD** BODY **BU**  
 VIN **1FDEE3FL7EDA07066**  
 Plate Type **RGR** NET WT **4878**

TITLE **118772932**  
 GVW **12500**

Reg. Tax	103.20	Class Code	1
Init. Reg.		Tax Months	24
County Fee	6.00	Back Tax/Mos	
Mail Fee		Credit Class	
Sales Tax		Credit Months	
Voluntary Fees			
<b>Grand Total</b>	<b>109.20</b>		

DL/FEID **231718119-01**  
 Date Issued **6/10/2018** Plate Issued **6/3/2018**

**FIRST TRANSIT INC**  
 600 VINE ST STE 1400  
 CINCINNATI, OH 45202-2426

**IMPORTANT INFORMATION**

1. The Florida license plate must remain with the registrant upon sale of vehicle.
2. The registration must be delivered to a Tax Collector or Tag Agent for transfer to a replacement vehicle.
3. Your registration must be updated to your new address within 20 days of moving.
4. Registration renewals are the responsibility of the registrant and shall occur during the 30-day period prior to the expiration date shown on this registration. Renewal notices are provided as a courtesy and are not required for renewal purposes.
5. I understand that my driver license and registrations will be suspended immediately if the insurer denies the insurance information submitted for this registration.

RGR - FLORIDA REGULAR

#618

CAM #19-0307  
 Exhibit 2  
 CAM#19065076  
 Page 17 of 24  
 Exhibit 2 of 1  
 Page 55 of 69270

MTRFS020

IMPORTANT INFORMATION

Section 316.613, Florida Statutes, requires every operator of a motor vehicle transporting a child in a passenger car, van or pickup truck registered in this state and operated on the highways of this state, shall, if the child is 5 years of age or younger, provide the protection of the child by properly using a crash-tested, federally approved child restraint device. For children aged through 3 years, such restraint device must be a separate carrier or a vehicle manufacturer's integrated child seat. For children aged 4 through 5 years, a separate carrier, an integrated child seat, or a child booster seat may be used. For limited exceptions, see s. 316.613, F.S.

V7002

4619

S. 320.0605, F.S., requires the registration certificate, or true copy of a rental or lease agreement, issued for any motor vehicle to be in the possession of the operator or carried in the vehicle while the vehicle is being used or operated on roads of this state.

S. 320.02 and 627.733, F.S., requires personal injury protection and property damage liability to be continuously maintained throughout the registration period. Failure to maintain the mandatory coverage may result in the suspension of your driver license and registration.

Mail To: CITY OF FORT LAUDERDALE TRANSPORTATION & MOBILITY DEP 250 NE 3RD AVE FORT LAUDERDALE, FL 33301-1148

Important note: If you cancel the insurance for this vehicle, immediately return the license plate from this registration to a Florida driver license or tax collector office or mail it to: DHSMV, Return Tags, 2900 Apalachee Parkway, Tallahassee, FL 32399. Surrendering the plate will prevent your driving privilege from being suspended.

CO/AGY 10 / 1 TW 883600816 BH 1492959

FLORIDA VEHICLE REGISTRATION

PLATE XE7911 DECAL Expires NO EXPIRATION TITLE 121182123 Reg. Tax 36.30 Class Code 97 4UZAB00T3FCGT9899 BODY BU Init. Reg. Tax Months 12 Plate Type CVR NET WT 22184 GVW 32000 County Fee 3.00 Back Tax Mos Credit Class DL/FEID Date Issued 12/8/2016 Plate Issued 12/8/2016 Sales Tax Voluntary Fees Grand Total 39.30

IMPORTANT INFORMATION

- 1. The Florida license plate must remain with the registrant upon sale of vehicle. 2. The registration must be delivered to a Tax Collector or Tag Agent for transfer to a replacement vehicle. 3. Your registration must be updated to your new address within 20 days of moving. 4. Registration renewals are the responsibility of the registrant and shall occur during the 30-day period prior to the expiration date shown on this registration. Renewal notices are provided as a courtesy and are not required for renewal purposes. 5. I understand that my driver license and registrations will be suspended immediately if the insurer denies the insurance information submitted for this registration.

CITY OF FORT LAUDERDALE TRANSPORTATION & MOBILITY DEP 250 NE 3RD AVE FORT LAUDERDALE, FL 33301-1148

CVR - CITY VEHICLES PLATE ISSUED X

M15F3020

V7002

IMPORTANT INFORMATION

Section 316.613, Florida Statutes, requires every operator of a motor vehicle transporting a child in a passenger car, van or pickup truck registered in this state and operated on the highways of this state, shall, if the child is 5 years of age or younger, provide the protection of the child by properly using a crash-tested, federally approved child restraint device. For children aged through 3 years, such restraint device must be a separate carrier or a vehicle manufacturer's integrated child seat. For children aged 4 through 5 years, a separate carrier, an integrated child seat, or a child booster seat may be used. For limited exceptions, see s. 316.613, F.S.

S. 320.0605, F.S., requires the registration certificate, or true copy of a rental or lease agreement, issued for any motor vehicle to be in the possession of the operator or carried in the vehicle while the vehicle is being used or operated on roads of this state.

S. 320.02 and 627.733, F.S., requires personal injury protection and property damage liability to be continuously maintained throughout the registration period. Failure to maintain the mandatory coverage may result in the suspension of your driver license and registration.

Mail To: CITY OF FORT LAUDERDALE 290 NE 3RD AVE FORT LAUDERDALE, FL 33301-1148

Important note: If you cancel the insurance for this vehicle, immediately return the license plate from this registration to a Florida driver license or tax collector office or mail it to: DHSMV, Return Tags, 2900 Apalachee Parkway, Tallahassee, FL 32319. Surrendering the plate will prevent your driving privilege from being suspended.

CO/AGY 10 / 1 TR 889413775 BR 1496307

FLORIDA VEHICLE REGISTRATION

Table with columns: PLATE (XE7935), DECAL, Expires (NO EXPIRATION), TITLE (121649355), GVVW (32090), Reg. Tax (36.30), Init. Reg. (3.00), County Fee, Mail Fee, Sales Tax, Voluntary Fees, Grand Total (39.30), Class Code (97), Tax Months (12), Back Tax Mos, Credit Class, Credit Months.

CITY OF FORT LAUDERDALE 290 NE 3RD AVE FORT LAUDERDALE, FL 33301-1148

IMPORTANT INFORMATION

- 1. The Florida license plate must remain with the registrant upon sale of vehicle.
2. The registration must be delivered to a Tax Collector or Tag Agent for transfer to a replacement vehicle.
3. Your registration must be updated to your new address within 20 days of moving.
4. Registration renewals are the responsibility of the registrant and shall occur during the 30-day period prior to the expiration date shown on this registration. Renewal notices are provided as a courtesy and are not required for renewal purposes.
5. I understand that my driver license and registrations will be suspended immediately if the insurer denies the insurance information submitted for this registration.

CVR - CITY VEHICLES PLATE ISSUED X

\* 620

01/18/2020

IMPORTANT INFORMATION

Section 316.613, Florida Statutes, requires every operator of a motor vehicle transporting a child in a passenger car, van or pickup truck registered in this state and operated on the highways of this state, shall, if the child is 5 years of age or younger, provide the protection of the child by properly using a crash-tested, federally approved child restraint device. For children aged through 3 years, such restraint device must be a separate carrier or a vehicle manufacturer's integrated child seat. For children aged 4 through 5 years, a separate carrier, an integrated child seat, or a child booster seat may be used. For limited exceptions, see s. 316.613, F.S.

S. 320.0605, F.S., requires the registration certificate, or true copy of a rental or lease agreement, issued for any motor vehicle to be in the possession of the operator or carried in the vehicle while the vehicle is being used or operated on roads of this state.

S. 320.02 and 627.733, F.S., requires personal injury protection and property damage liability to be continuously maintained throughout the registration period. Failure to maintain the mandatory coverage may result in the suspension of your driver license and registration.

Mail To:  
CITY OF FORT LAUDERDALE  
100 NORTH ANDREWS AVENUE  
FORT LAUDERDALE, FL 33301-1148

Important note: If you cancel the insurance for this vehicle, immediately return the license plate from this registration to a Florida driver license or tax collector office or mail it to: DHSMV, Return Tags, 2900 Apalachee Parkway, Tallahassee, FL 32399. Surrendering the plate will prevent your driving privilege from being suspended.

CO/AGY 2 / 3 T# 955727083  
B# 1430120

FLORIDA VEHICLE REGISTRATION

PLATE XF5174 DECAL  
YR 2017/DOUK BODY BU  
VR 4UZAB0DT6HCJH0416  
Plate Type CVR NET WT 19000  
DL/FEID 596000319-04  
Date Issued 3/20/2017 Plate Issued 3/20/2017

Expires NO EXPIRATION  
TITLE 126623607  
GVW 29000  
Reg. Tax 36.30 Class Code 97  
Init. Reg. Tax Months 12  
County Fee 3.00 Back Tax Mos  
Mail Fee Credit Class  
Sales Tax Credit Months  
Voluntary Fees  
Grand Total 39.30

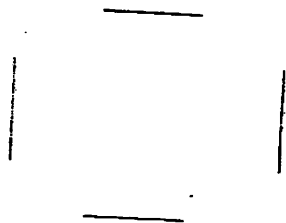
CITY OF FORT LAUDERDALE  
100 NORTH ANDREWS AVENUE  
FORT LAUDERDALE, FL 33301-1148

- IMPORTANT INFORMATION
1. The Florida license plate must remain with the registrant upon sale of vehicle.
  2. The registration must be delivered to a Tax Collector or Tag Agent for transfer to a replacement vehicle.
  3. Your registration must be updated to your new address within 30 days of moving.
  4. Registration renewals are the responsibility of the registrant and shall occur during the 30-day period prior to the expiration date shown on this registration. Renewal notices are provided as a courtesy and are not required for renewal purposes.
  5. I understand that my driver license and registrations will be suspended immediately if the insurer denies the insurance information submitted for this registration.

CVR - CITY VEHICLES PLATE ISSUED X

**INSTRUCTIONS FOR ATTACHING DECAL**

1. Clean area where new annual decal is to be affixed.
2. Peel decal from this document.
3. Affix decal in the upper right corner of license plate.



Mail To:  
**FIRST TRANSIT INC**  
 1600 NE 7TH AVE  
 DANIA BEACH, FL 33004

622

**IMPORTANT INFORMATION**

Section 316.613, Florida Statutes, requires every operator of a motor vehicle transporting a child in a passenger car, van or pickup truck registered in this state and operated on the highways of this state, shall, if the child is 5 years of age or younger, provide the protection of the child by properly using a crash-tested, federally approved child restraint device. For children aged through 3 years, such restraint device must be a separate carrier or a vehicle manufacturer's integrated child seat. For children aged 4 through 5 years, a separate carrier, an integrated child seat, or a child booster seat may be used. For limited exceptions, see s. 316.613, F.S.

S. 320.0605, F.S., requires the registration certificate, or true copy of a rental or lease agreement, issued for any motor vehicle to be in the possession of the operator or carried in the vehicle while the vehicle is being used or operated on roads of this state.

S. 320.02 and 627.733, F.S., requires personal injury protection and property damage liability to be continuously maintained throughout the registration period. Failure to maintain the mandatory coverage may result in the suspension of your driver license and registration.

Important note: If you cancel the insurance for this vehicle, immediately return the license plate from this registration to a Florida driver license or tax collector office or mail it to: DHSMV, Return Tags, 2900 Apalachee Parkway, Tallahassee, FL 32399. Surrendering the plate will prevent your driving privilege from being suspended.

**FLORIDA VEHICLE REGISTRATION**

CO/AGY 6 / 2 T# 956322655  
 B# 440310

PLATE **HZGN95** DECAL **00555036** Expires **Midnight Sun 6/30/2019**

YR/MK **2016/FRHT** BODY **BU**  
 VIN **4UZAEDUHGCHR9717**  
 Plate Type **RGS** NET WT **27500**  
 DL/FEID **231716119-01**  
 Date Issued **3/22/2017** Plate Issued **3/22/2017**

TITLE	<b>126856249</b>	Reg. Tax	<b>177.00</b>	Class Code	<b>1</b>
GJVW	<b>36000</b>	Int. Reg.	<b>225.00</b>	Tax Months	<b>27</b>
		County Fee	<b>6.00</b>	Back Tax Mos	
		Mail Fee		Credit Class	
		Sales Tax		Credit Months	
		Voluntary Fees			
		Grand Total	<b>408.00</b>		

**FIRST TRANSIT INC**  
 600 VINE ST STE 1400  
 CINCINNATI, OH 45202-2426

**IMPORTANT INFORMATION**

1. The Florida license plate must remain with the registrant upon sale of vehicle.
2. The registration must be delivered to a Tax Collector or Tag Agent for transfer to a replacement vehicle.
3. Your registration must be updated to your new address within 30 days of moving.
4. Registration renewals are the responsibility of the registrant and shall occur during the 30-day period prior to the expiration date shown on this registration. Renewal notices are provided as a courtesy and are not required for renewal purposes.
5. I understand that my driver license and registrations will be suspended immediately if the insurer denies the insurance information submitted for this registration.

**RGS - SUNSHINE STATE PLATE ISSUED X**

MTRPSC20K

**INSTRUCTIONS FOR ATTACHING DECAL**

1. Clean area where new annual decal is to be affixed.
2. Peel decal from this document.
3. Affix decal in the upper right corner of license plate.

**IMPORTANT INFORMATION**

Section 316.613, Florida Statutes, requires every operator of a motor vehicle transporting a child in a passenger car, van or pickup truck registered in this state and operated on the highways of this state, shall, if the child is 5 years of age or younger, provide the protection of the child by properly using a crash-tested, federally approved child restraint device. For children aged through 3 years, such restraint device must be a separate carrier or a vehicle manufacturer's integrated child seat. For children aged 4 through 5 years, a separate carrier, an integrated child seat, or a child booster seat may be used. For limited exceptions, see s. 316.613, F.S.

S. 320.0605, F.S., requires the registration certificate, or true copy of a rental or lease agreement, issued for any motor vehicle to be in the possession of the operator or carried in the vehicle while the vehicle is being used or operated on roads of this state.

S. 320.02 and 627.733, F.S., requires personal injury protection and property damage liability to be continuously maintained throughout the registration period. Failure to maintain the mandatory coverage may result in the suspension of your driver license and registration.

Mail To:  
**FIRST TRANSIT INC.**  
 600 VINE ST STE 1400  
 CINCINNATI, OH 45202-2426

Important note: If you cancel the insurance for this vehicle, immediately return the license plate from this registration to a Florida driver license or tax collector office or mail it to: DHSMV, Return Tags, 2900 Apalachee Parkway, Tallahassee, FL 32399. Surrendering the plate will prevent your driving privilege from being suspended.

*624*

CO/AGY 6 12      TR# 977877367  
 B# 447842

**FLORIDA VEHICLE REGISTRATION**

PLATE	<b>IMXZ07</b>	DECAL	<b>11111667</b>	Expires	<b>Midnight Sat 6/30/2018</b>			
YR/MK	<b>2016/HOME</b>	BODY	<b>BU</b>	COLOR	<b>RED</b>	Reg. Tax	<b>71.10</b> Class Code	<b>1</b>
VIN	<b>1F66F5DY1G0A00012</b>			TITLE	<b>128029238</b>	Init. Reg.	<b>225.00</b> Tax Months	<b>11</b>
Plate Type	<b>RGS</b>	NET WT	<b>17720</b>			County Fee	<b>3.00</b> Back Tax Mos	
						Mail Fee		Credit Class
DLA/EID	<b>231716119-01</b>					Sales Tax		Credit Months
Date Issued	<b>7/28/2017</b>	Plate Issued	<b>7/28/2017</b>			Voluntary Fees		
						Grand Total	<b>299.10</b>	

**FIRST TRANSIT INC**  
 600 VINE ST STE 1400  
 CINCINNATI, OH 45202-2426

**IMPORTANT INFORMATION**

1. The Florida license plate must remain with the registrant upon sale of vehicle.
2. The registration must be delivered to a Tax Collector or Tag Agent for transfer to a replacement vehicle.
3. Your registration must be updated to your new address within 30 days of moving.
4. Registration renewals are the responsibility of the registrant and shall occur during the 30-day period prior to the expiration date shown on this registration. Renewal notices are provided as a courtesy and are not required for renewal purposes.
5. I understand that my driver license and registrations will be suspended immediately if the insurer denies the insurance information submitted for this registration.

**RGS - SUNSHINE STATE PLATE ISSUED X**



**INSTRUCTIONS FOR ATTACHING DECAL**

1. Clean area where new annual decal is to be affixed.
2. Peel decal from this document.
3. Affix decal in the upper right corner of license plate.

**IMPORTANT INFORMATION**

MTRF5020K

Section 316.613, Florida Statutes, requires every operator of a motor vehicle transporting a child in a passenger car, van or pickup truck registered in this state and operated on the highways of this state, shall, if the child is 5 years of age or younger, provide the protection of the child by properly using a crash-tested, federally approved child restraint device. For children aged through 3 years, such restraint device must be a separate carrier or a vehicle manufacturer's integrated child seat. For children aged 4 through 5 years, a separate carrier, an integrated child seat, or a child booster seat may be used. For limited exceptions, see s. 316.613, F.S.

S. 320.0605, F.S., requires the registration certificate, or true copy of a rental or lease agreement, issued for any motor vehicle to be in the possession of the operator or carried in the vehicle while the vehicle is being used or operated on roads of this state.

S. 320.02 and 627.733, F.S., requires personal injury protection and property damage liability to be continuously maintained throughout the registration period. Failure to maintain the mandatory coverage may result in the suspension of your driver license and registration.

Mail To:  
**FIRST TRANSIT INC**  
 600 VINE ST STE 1400  
 CINCINNATI, OH 45202-2426

Important note: If you cancel the insurance for this vehicle, immediately return the license plate from this registration to a Florida driver license or tax collector office or mail it to: DHSMV, Return Tags, 2900 Apalachee Parkway, Tallahassee, FL 32399. Surrendering the plate will prevent your driving privilege from being suspended.

**FLORIDA VEHICLE REGISTRATION**

COI/AGY 6 / 2 TR 977694637  
 BS# 447579

PLATE **HZZN57** DECAL **10920200** Expires **Midnight Sat 6/30/2018**

YR/MK	2016/HOME	BODY	BU	COLOR	RED	Reg. Tax	71.10	Class Code	1
VIN	1F86FSDY0G0A06271	NET WT	17760	TITLE	127884594	Init. Reg.	225.00	Tax Months	11
Plate Type	RGS					County Fee	3.00	Back Tax Mos	
DL/FEID	231716119-01	Plate Issued	7/24/2017			Mail Fee		Credit Class	
Date Issued	7/24/2017					Sales Tax		Credit Months	
						Voluntary Fees			
						Grand Total	299.10		

**FIRST TRANSIT INC**  
 600 VINE ST STE 1400  
 CINCINNATI, OH 45202-2426

**IMPORTANT INFORMATION**

1. The Florida license plate must remain with the registrant upon sale of vehicle.
2. The registration must be delivered to a Tax Collector or Tag Agent for transfer to a replacement vehicle.
3. Your registration must be updated to your new address within 30 days of moving.
4. Registration renewals are the responsibility of the registrant and shall occur during the 30-day period prior to the expiration date shown on this registration. Renewal notices are provided as a courtesy and are not required for renewal purposes.
5. I understand that my driver license and registrations will be suspended immediately if the insurer denies the insurance information submitted for this registration.

676

RGS - SUNSHINE STATE PLATE ISSUED X

IMPORTANT INFORMATION

Section 316.613, Florida Statutes, requires every operator of a motor vehicle transporting a child in a passenger car, van, autocycle or pickup truck registered in this state and operated on the highways of this state, shall, if the child is 5 years of age or younger, provide the protection of the child by properly using a crash-tested, federally approved child restraint device. For children aged through 3 years, such restraint device must be a separate carrier or a vehicle manufacturer's integrated child seat. For children aged 4 through 5 years, a separate carrier, an integrated child seat, or a child booster seat may be used. For limited exceptions, see s. 316.613, F.S.

S. 320.0605, F.S., requires the registration certificate, or true copy of a rental or lease agreement, issued for any motor vehicle to be in the possession of the operator or carried in the vehicle while the vehicle is being used or operated on roads of this state.

S. 320.02 and 627.733, F.S., requires personal injury protection and property damage liability to be continuously maintained throughout the registration period. Failure to maintain the mandatory coverage may result in the suspension of your driver license and registration.

Mail To:  
BROWARD COUNTY BOARD OF COMMISSIONERS  
1600 BLOUNT ROAD  
POMPANO BEACH, FL 33069

Important note: If you cancel the insurance for this vehicle, immediately return the license plate from this registration to a Florida driver license or tax collector office or mail it to: DHSMV, Return Tags, 2900 Apalachee Parkway, Tallahassee, FL 32399. Surrendering the plate will prevent your driving privilege from being suspended.

CO/AGY 2 / 3 T# 1098887077  
B# 1588072

FLORIDA VEHICLE REGISTRATION

PLATE	<b>TH3433</b>	DECAL		Expires	<b>NO EXPIRATION</b>	<i>01/19/16.</i>			
YR/MK	<b>2019/CHPN</b>	BODY	<b>BU</b>	TITLE	<b>135472915</b>	Reg. Tax	36.30	Class Code	97
VIN	<b>1FDAF5GY2KDA08913</b>	NET WT	<b>13100</b>	GVW	<b>19500</b>	Init. Reg.		Tax Months	12
Plate Type	<b>NVR</b>					County Fee	3.00	Back Tax Mos	
DL/FEID	<b>596000531-14</b>					Mail Fee		Credit Class	
Date Issued	<b>7/15/2019</b>	Plate Issued	<b>7/15/2019</b>			Sales Tax		Credit Months	
						Voluntary Fees			
						Grand Total	39.30		

BROWARD COUNTY BOARD OF COMMISSIONERS  
1600 BLOUNT ROAD  
POMPANO BEACH, FL 33069

IMPORTANT INFORMATION

1. The Florida license plate must remain with the registrant upon sale of vehicle.
2. The registration must be delivered to a Tax Collector or Tag Agent for transfer to a replacement vehicle.
3. Your registration must be updated to your new address within 30 days of moving.
4. Registration renewals are the responsibility of the registrant and shall occur during the 30-day period prior to the expiration date shown on this registration. Renewal notices are provided as a courtesy and are not required for renewal purposes.
5. I understand that my driver license and registrations will be suspended immediately if the insurer denies the insurance information submitted for this registration.

NVR - COUNTY VEHICLES PLATE ISSUED X

**IMPORTANT INFORMATION**

Section 316.613, Florida Statutes, requires every operator of a motor vehicle transporting a child in a passenger car, van, autocycle or pickup truck registered in this state and operated on the highways of this state, shall, if the child is 5 years of age or younger, provide the protection of the child by properly using a crash-tested, federally approved child restraint device. For children aged through 3 years, such restraint device must be a separate carrier or a vehicle manufacturer's integrated child seat. For children aged 4 through 5 years, a separate carrier, an integrated child seat, or a child booster seat may be used. For limited exceptions, see s. 316.613, F.S.

S. 320.0605, F.S., requires the registration certificate, or true copy of a rental or lease agreement, issued for any motor vehicle to be in the possession of the operator or carried in the vehicle while the vehicle is being used or operated on roads of this state.

S. 320.02 and 627.733, F.S., requires personal injury protection and property damage liability to be continuously maintained throughout the registration period. Failure to maintain the mandatory coverage may result in the suspension of your driver license and registration.

Mail To:  
**BROWARD COUNTY BOARD OF COMMISSIONERS**  
**1600 BLOUNT ROAD**  
**POMPANO BEACH, FL 33069**

Important note: If you cancel the insurance for this vehicle, immediately return the license plate from this registration to a Florida driver license or tax collector office or mail it to: DHSMV, Return Tags, 2900 Apalachee Parkway, Tallahassee, FL 32399. Surrendering the plate will prevent your driving privilege from being suspended.

CO/AGY 2 / 3 T# 1098886366  
 B# 1588072

**FLORIDA VEHICLE REGISTRATION**

PLATE	<b>TH3432</b>	DECAL		Expires	<b>NO EXPIRATION</b>	<i>01/19/17</i>			
YR/MK	<b>2019/CHPN</b>	BODY	<b>BU</b>	TITLE	<b>135472877</b>	Reg. Tax	36.30	Class Code	97
VIN	<b>1FDAF5GY4KDA08914</b>	NET WT	<b>13100</b>	GVW	<b>19500</b>	Init. Reg.		Tax Months	12
Plate Type	<b>NVR</b>					County Fee	3.00	Back Tax Mos	
DL/FEID	<b>596000531-14</b>					Mail Fee		Credit Class	
Date Issued	<b>7/15/2019</b>	Plate Issued	<b>7/15/2019</b>			Sales Tax		Credit Months	
						Voluntary Fees			
						Grand Total	39.30		

**BROWARD COUNTY BOARD OF COMMISSIONERS**  
**1600 BLOUNT ROAD**  
**POMPANO BEACH, FL 33069**

**IMPORTANT INFORMATION**

1. The Florida license plate must remain with the registrant upon sale of vehicle.
2. The registration must be delivered to a Tax Collector or Tag Agent for transfer to a replacement vehicle.
3. Your registration must be updated to your new address within 30 days of moving.
4. Registration renewals are the responsibility of the registrant and shall occur during the 30-day period prior to the expiration date shown on this registration. Renewal notices are provided as a courtesy and are not required for renewal purposes.
5. I understand that my driver license and registrations will be suspended immediately if the insurer denies the insurance information submitted for this registration.

**NVR - COUNTY VEHICLES PLATE ISSUED X**

**Exhibit E**  
**Pre-Trip & Post-Trip Inspection Form**

### Figure 1: FDOT-Approved Pre-Trip/Post-Trip Inspection Form

The form below can be used to perform pre-trip and post-trip inspections that meet FDOT's minimum requirements. Agencies may use their own customized forms as long as the form contains all of the inspection items listed in Table 1 or in the figure below. Copies of this form are available upon request.

#### Pre-trip/Post-trip Inspection Form

Agency \_\_\_\_\_

Unit ID # \_\_\_\_\_  Pre-trip Inspection

Date \_\_\_\_\_  Post-trip Inspection

Mileage \_\_\_\_\_

Vehicle Component	OK	Defective	Comment
Headlights			
Tail/Brake lights			
Back up Lights			
Back up Alarm			
Turn Signals			
Clearance Lights			
Windshield Wipers			
Interior Lights			
Interior Gauges and Warning System			
Climate Control			
Mirrors			
Parking brakes			
Service brakes			
Steering			
Horn			
Fire extinguisher			
Emergency Exit Windows and Door			
Passenger Doors			
Overall cleanliness			
Fresh body damage			
Tires and Wheels			
Exhaust System			
<b>If Equipped:</b>			
Interlock System			
Wheelchair lift and ramp			
Belts and Securement Devices			
First Aid Kit			
Flares and Triangles			
Fire Suppression System			

Driver's Name \_\_\_\_\_

Manager's Name \_\_\_\_\_

Technician's Name \_\_\_\_\_

Repair Notes:

V8.25.17

**Exhibit F  
Funding**

**EXHIBIT "F"**  
**City of Fort Lauderdale**  
**Operating Funding - TMA**

**Fiscal Year 2020**

**Community Bus Service - (\$49.97/Hour)**

Buses	Route	Service	Span of Service	Frequency	Daily Vehicle Hours	Days	Funding Per Vehicle Hour	Annual Funding
2	Courthouse (Downtown)	Mon-Fri	9:00a - 5:00p	21 min	16.66	257	\$49.97	\$ 213,952.55
2	Las Olas	Fri-Sun	10:30a - 5:00p	22 min	14.34	156	\$49.97	\$ 111,784.89
3	Convention Connection (Beach Link)	Sun - Sat	10:30a - 5:00p	26 min	20.89	364	\$49.97	\$ 379,969.88
1	Neighborhood Link	Mon-Fri	8:00a - 1:10p	47 min	5.74	257	\$49.97	\$ 73,714.74
2	Northwest Community Link	Mon-Fri	6:20a - 7:18p	51 min	25.63	257	\$49.97	\$ 329,147.89
<b>Total Annual Funding</b>								<b>\$ 1,108,569.96</b>

**Exhibit G  
Invoice**







COMMISSION AGENDA ITEM  
DOCUMENT ROUTING FORM

P3L

10/14/19

Today's Date: 10/9/2019

DOCUMENT TITLE: BROWARD COUNTY – INTERLOCAL AGREEMENT FOR COMMUNITY SHUTTLE SERVICE

COMM. MTG. DATE: 10/2/2019 CAM #: 19-0656 ITEM #: CR-3 CAM attached:  YES  NO

Routing Origin: CAO Router Name/Ext: J. Larregui/5106 Action Summary attached:  YES  NO

CIP FUNDED:  YES  NO

Capital Investment / Community Improvement Projects defined as having a life of at least 10 years and a cost of at least \$50,000 and shall mean improvements to real property (land, buildings, or fixtures) that add value and/or extend useful life, including major repairs such as roof replacement, etc. Term "Real Property" include: land, real estate, realty, or real.

1) City Attorney's Office: Documents to be signed/routed?  YES  NO # of originals attached: 3

Is attached Granicus document Final?  YES  NO Approved as to Form:  YES  NO

Date to CCO: 10/11/19 Shari C. Wallen Attorney's Name SCW/JC Initials

2) City Clerk's Office: # of originals: 3 Routed to: MJ Matthews/CMO/X5364 Date: 10/11/19

3) City Manager's Office: CMO LOG #: Oct. 44 Document received from: CCO  
Assigned to: CHRIS LAGERBLOOM  ROBERT HERNANDEZ   
CHRIS LAGERBLOOM as CRA Executive Director

APPROVED FOR C. LAGERBLOOM'S SIGNATURE  N/A FOR C. LAGERBLOOM TO SIGN

PER ACM: PER ACM: R. HERNANDEZ (Initial/Date)

PENDING APPROVAL (See comments below)

Comments/Questions: \_\_\_\_\_

Forward 3 originals to  Mayor  CCO Date: 10/14/19

4) Mayor/CRA Chairman: Please sign as indicated. Forward \_\_\_ originals to CCO for attestation/City seal (as applicable) Date: \_\_\_\_\_

5) City Clerk: Forward 3 originals to CAO for FINAL APPROVAL Date: \_\_\_\_\_

6) CAO forwards 3 originals to CCO

7) City Clerk: Scan original and forwards 3 originals to: L. Morton/TAM/Ext. 3764 for routing to BROWARD COUNTY

Attach 1 certified Reso # 19-197  YES  NO

Original Route form to J. Larregui/CAO

# EXHIBIT B

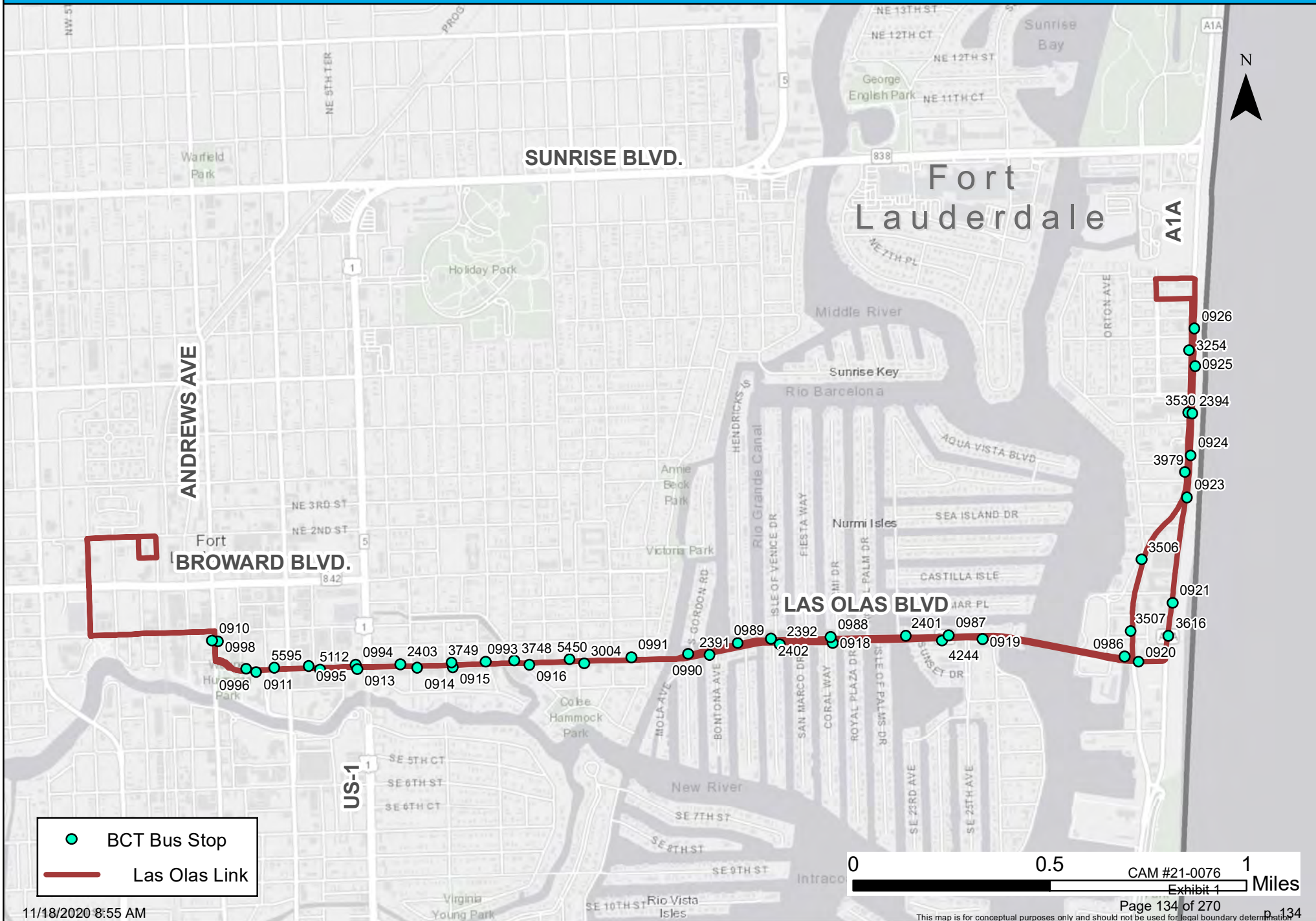
## Service Schedules, Routes, and Maps



**742/ CONVENTION CONNECTION  
(BEACH LINK)**  
Sunday - Saturday (10:30am-5:00pm)

GALLERIA	BEACH PLACE & SEABREEZE BLVD SB	LAS OLAS BLVD & SR A1A	A1A & BAHIA MAR	SE 17 ST & EISENHOWER BLVD	BROWARD GENERAL HOSPITAL WEST	SE 18TH ST & CORDOVA RD - HARBOR SHOPPING	SE 17 ST & EISENHOWER BLVD	A1A & BAHIA MAR	BEACH PLACE & A1A FT LAUDERDALE	GALLERIA
					10:30a	10:35a	10:43a	10:48a	10:50a	11:02a
10:30a	10:41a	10:43a	10:45a	10:53a	10:57a	11:02a	11:10a	11:15a	11:17a	11:29a
10:55a	11:06a	11:08a	11:10a	11:18a	11:22a	11:27a	11:35a	11:40a	11:43a	11:55a
11:20a	11:31a	11:33a	11:35a	11:43a	11:48a	11:59a	12:07p	12:12p	12:15p	12:27p
11:45a	11:57a	11:59a	12:01p	12:09p	12:14p	12:25p	12:33p	12:37p	12:40p	12:52p
12:10p	12:22p	12:24p	12:26p	12:34p	12:38p	12:45p	12:53p	12:57p	1:00p	1:12p
12:35p	12:48p	12:50p	12:52p	1:00p	1:04p	1:11p	1:19p	1:23p	1:26p	1:38p
1:00p	1:13p	1:15p	1:17p	1:25p	1:29p	1:36p	1:44p	1:48p	1:51p	2:03p
1:25p	1:38p	1:40p	1:42p	1:50p	1:54p	2:01p	2:09p	2:13p	2:16p	2:28p
1:50p	2:03p	2:05p	2:07p	2:15p	2:21p	2:28p	2:36p	2:40p	2:43p	2:55p
2:15p	2:22p	2:24p	2:26p	2:34p	2:40p	2:47p	2:55p	2:59p	3:02p	3:14p
2:40p	2:47p	2:49p	2:51p	2:59p	3:05p	3:12p	3:20p	3:24p	3:27p	3:39p
3:05p	3:12p	3:14p	3:16p	3:24p	3:32p	3:39p	3:47p	3:51p	3:54p	4:06p
3:30p	3:36p	3:38p	3:40p	3:48p	3:56p	4:03p	4:11p	4:15p	4:18p	4:30p
3:55p	4:01p	4:03p	4:05p	4:13p	4:21p	4:28p	4:36p	4:40p	4:43p	4:55p
4:19p	4:25p	4:27p	4:29p	4:37p	4:45p	4:52p	5:00p			
4:34p	4:40p	4:42p	4:44p	5:52p	5:00p					

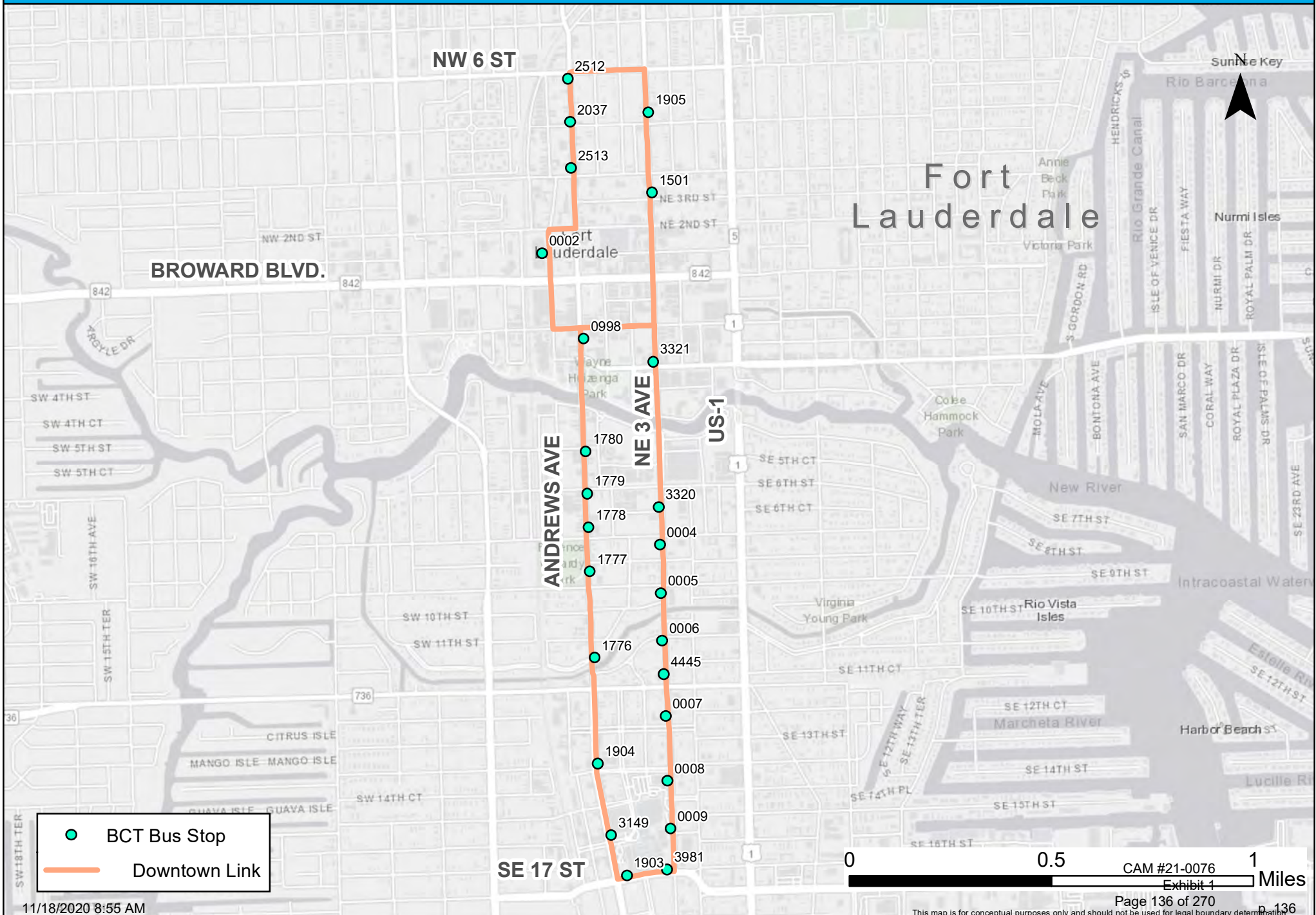
# Fort Lauderdale Community Shuttle Las Olas Link



**748/LAS OLAS LINK**  
**Friday - Sunday (10:30am-5:00pm)**

BRIGHTLINE STATION	LAS OLAS B/SE 9 A	BEACH PLACE A1A FT LAUDERDALE	TERRAMAR ST & A1A	BEACH PLACE A1A FT. LAUDERDALE	LAS OLAS B/SE 9 A	BRIGHTLINE STATION
		10:30a	10:32a	10:38a	10:43a	10:54a
10:30a	10:42a	10:50a	10:52a	10:58a	11:03a	11:14a
10:59a	11:09a	11:17a	11:19a	11:25a	11:30a	11:41a
11:19a	11:30a	11:38a	11:40a	11:46a	11:51a	12:02p
11:46a	11:57a	12:05p	12:07p	12:13p	12:18p	12:29p
12:07p	12:18p	12:26p	12:28p	12:34p	12:39p	12:50p
12:34p	12:45p	12:53p	12:55p	1:01p	1:06p	1:17p
12:55p	1:06p	1:14p	1:16p	1:22p	1:27p	1:38p
1:22p	1:33p	1:41p	1:43p	1:49p	1:54p	2:05p
1:43p	1:54p	2:02p	2:04p	2:10p	2:15p	2:26p
2:10p	2:22p	2:30p	2:32p	2:38p	2:43p	2:54p
2:31p	2:43p	2:51p	2:53p	2:59p	3:04p	3:15p
2:59p	3:11p	3:19p	3:21p	3:27p	3:32p	3:43p
3:20p	3:32p	3:40p	3:42p	3:48p	3:53p	4:04p
3:48p	4:00p	4:08p	4:10p	4:16p	4:21p	4:32p
4:10p	4:22p	4:30p	4:32p	4:38p	4:43p	4:54p
4:38p	4:50p	4:58p	5:00p			

# Fort Lauderdale Community Shuttle Downtown Link



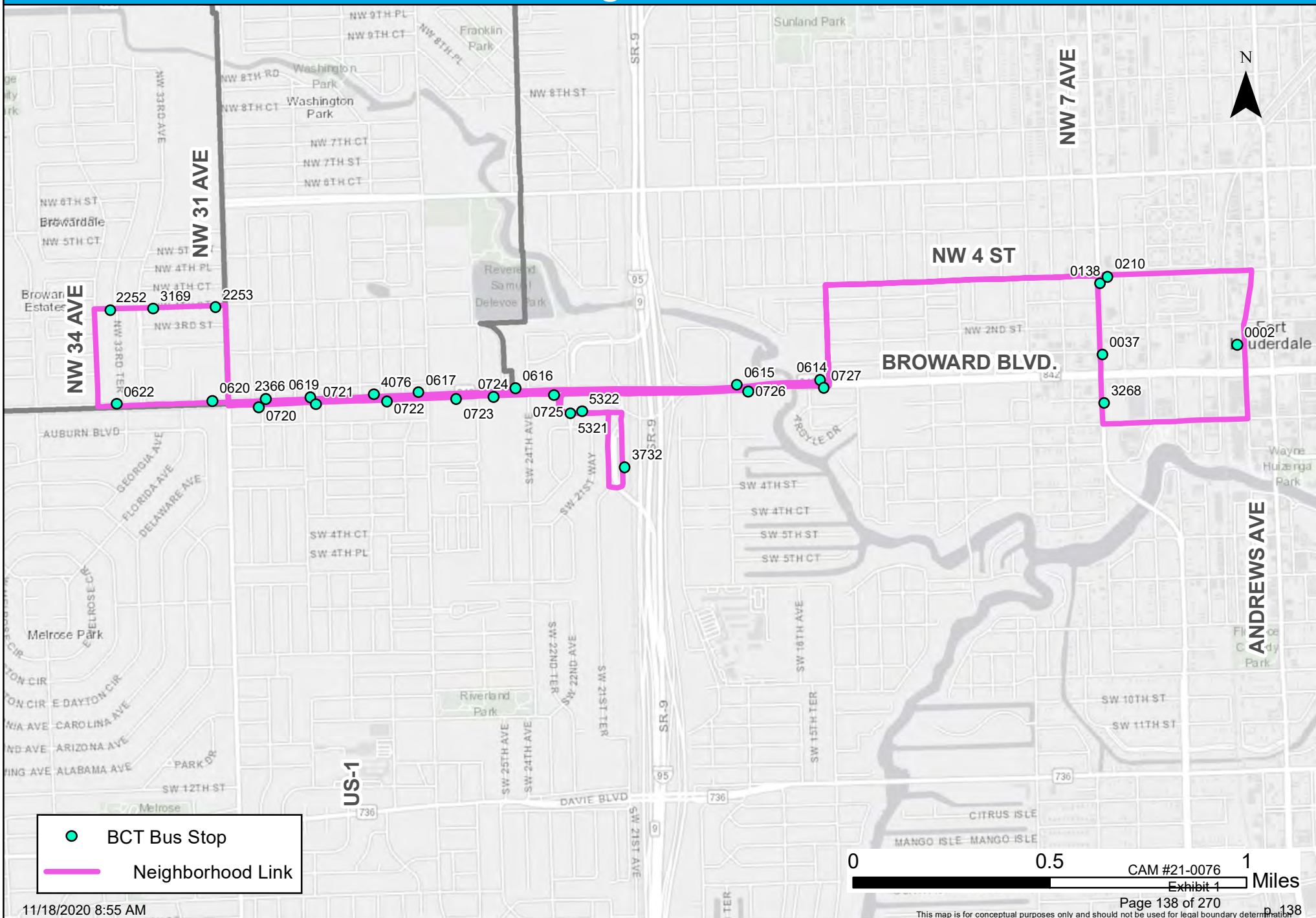


# 730/COURTHOUSE (DOWNTOWN LINK)

Monday - Friday (9:00am-5:00pm)

BROWARD TERMINAL	FAU/BCC	COUNTY COURTHOUSE/ SCHOOL BOARD	DAVIE BOULEVARD EAST	BROWARD GENERAL HOSPITAL EAST - SE 3 AVE	BROWARD GENERAL HOSPITAL WEST	DAVIE BOULEVARD WEST (ANDREWS & SW 11 CT)	PUBLIX/COURT HOUSE- ANDREWS & SE 6 STREET	210 SOUTH ANDREWS AVE	BROWARD TERMINAL
9:00a	9:07a	9:12a	9:15a	9:20a	9:24a	9:28a	9:31a	9:35a	9:45a
9:30a	9:36a	9:40a	9:42a	9:46a	9:49a	9:52a	9:54a	9:58a	10:08a
9:50a	9:54a	9:58a	10:00a	10:04a	10:07a	10:10a	10:12a	10:16a	10:26a
10:10a	10:14a	10:18a	10:20a	10:24a	10:27a	10:30a	10:32a	10:36a	10:46a
10:30a	10:34a	10:38a	10:40a	10:44a	10:47a	10:50a	10:52a	10:56a	11:06a
10:50a	10:54a	10:58a	11:00a	11:04a	11:07a	11:10a	11:12a	11:16a	11:26a
11:10a	11:14a	11:18a	11:20a	11:24a	11:27a	11:30a	11:32a	11:36a	11:46a
11:30a	11:34a	11:38a	11:40a	11:44a	11:47a	11:50a	11:52a	11:56a	12:06p
11:50a	11:54a	11:58a	12:00p	12:04p	12:07p	12:10p	12:12p	12:16p	12:26p
12:10p	12:14p	12:18p	12:20p	12:24p	12:27p	12:30p	12:32p	12:36p	12:46p
12:30p	12:34p	12:38p	12:40p	12:44p	12:47p	12:50p	12:52p	12:56p	1:06p
12:50p	12:54p	12:58p	1:00p	1:04p	1:07p	1:10p	1:12p	1:16p	1:26p
1:10p	1:14p	1:18p	1:20p	1:24p	1:27p	1:30p	1:32p	1:36p	1:46p
1:30p	1:34p	1:38p	1:40p	1:44p	1:47p	1:50p	1:52p	1:56p	2:06p
1:50p	1:54p	1:58p	2:00p	2:04p	2:07p	2:10p	2:12p	2:16p	2:26p
2:10p	2:14p	2:18p	2:20p	2:24p	2:27p	2:30p	2:32p	2:36p	2:46p
2:30p	2:34p	2:38p	2:40p	2:44p	2:47p	2:50p	2:52p	2:56p	3:06p
2:50p	2:54p	2:58p	3:00p	3:04p	3:07p	3:10p	3:12p	3:16p	3:26p
3:10p	3:14p	3:18p	3:20p	3:24p	3:27p	3:30p	3:32p	3:36p	3:46p
3:30p	3:34p	3:38p	3:40p	3:44p	3:47p	3:50p	3:52p	3:56p	4:06p
3:50p	3:54p	3:58p	4:00p	4:04p	4:07p	4:10p	4:12p	4:16p	4:26p
4:10p	4:14p	4:18p	4:20p	4:24p	4:27p	4:30p	4:33p	4:38p	4:52p
4:30p	4:37p	4:42p	4:45p	4:50p	4:54p	4:58p	5:00p		
4:52p	4:59p								

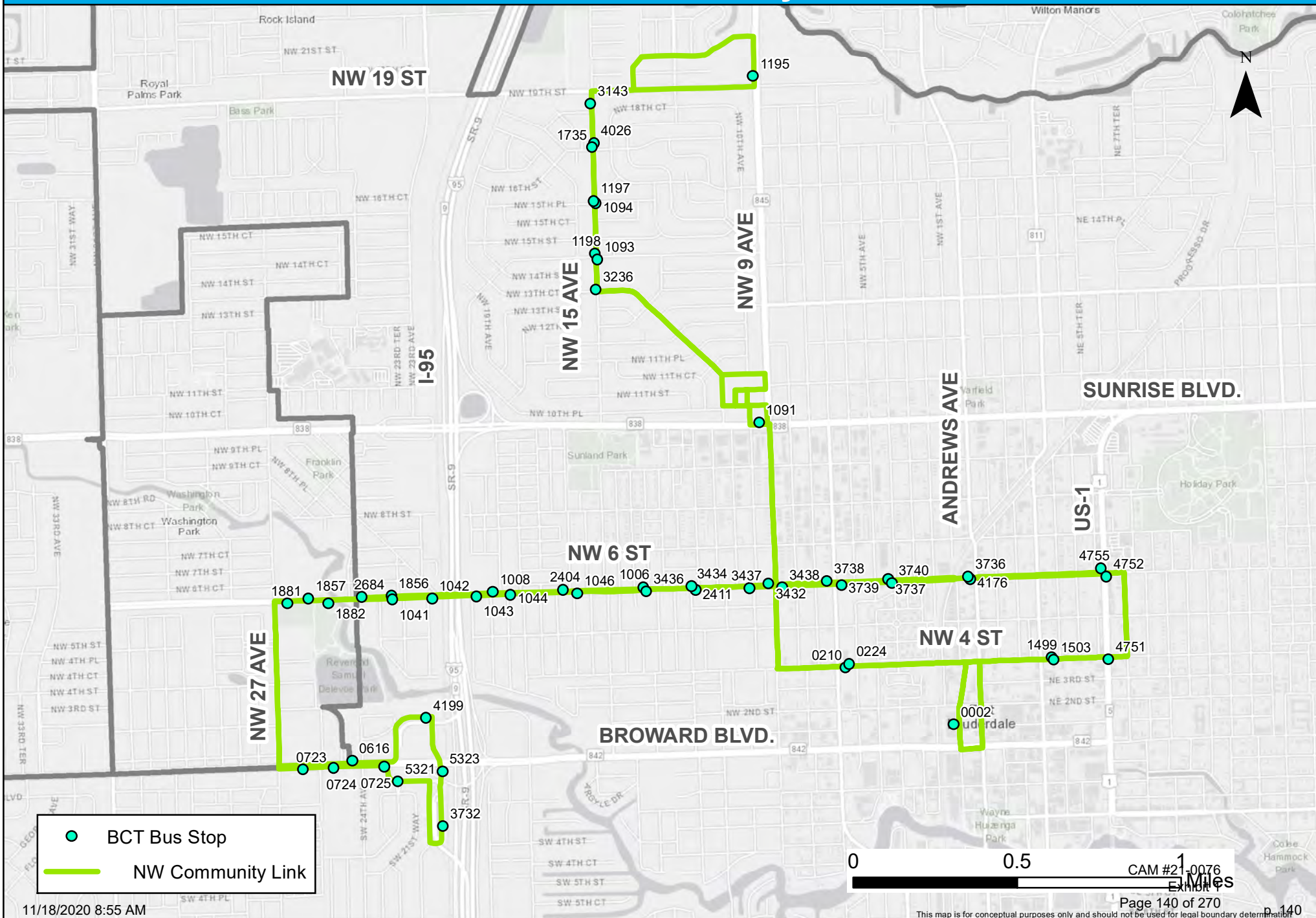
# Fort Lauderdale Community Shuttle Neighborhood Link



**743/NEIGHBORHOOD LINK**  
 Monday - Friday (8:00am - 1:10pm)

<b>BROWARD TERMINAL</b>	<b>NW 7th AVE - 4th ST</b>	<b>SALVATION ARMY</b>	<b>BROWARD BLVD &amp; NW 27th AVE</b>	<b>COOPERATIVE FEEDING - NW 33rd TERRACE &amp; BROWARD BLVD</b>	<b>WALMART - BROWARD BLVD &amp; @ SE 27th AVE</b>	<b>FT LAUDERDALE TRI-RAIL STATION</b>	<b>BROWARD TERMINAL</b>
8:00a	8:07a	8:11a	8:15a	8:18a	8:26a	8:29a	8:42a
8:44a	8:51a	8:55a	8:59a	9:02a	9:10a	9:13a	9:26a
9:30a	9:37a	9:41a	9:45a	9:48a	9:56a	9:59a	10:12a
10:16a	10:23a	10:27a	10:31a	10:34a	10:42a	10:45a	10:58a
11:04a	11:11a	11:15a	11:22a	11:26a	11:31a	11:34a	11:48a
11:50a	11:56a	12:00p	12:07p	12:11p	12:16p	12:19p	12:33p
12:37p	12:43p	12:47p	12:54p	12:58p	1:03p	1:10p	

# Fort Lauderdale Community Shuttle NW Community Link



# 759/NW COMMUNITY LINK

Monday - Friday (6:20am-7:18pm)

FT. LAUDERDALE TRI-RAIL STATION	AFRICAN AMERICAN RESEARCH LIBRARY	WINN DIXIE & FRESH MARKET	BROWARD TERMINAL ARRIVAL	BROWARD TERMINAL DEPARTURE	PRESIDENTE SUNRISE & POWERLINE	NW 20th ST & POWERLINE RD	PRESIDENTE SUNRISE & POWERLINE	BROWARD TERMINAL	WINN DIXIE & FRESH MARKET	AFRICAN AMERICAN RESEARCH LIBRARY	FT. LAUDERDALE TRI-RAIL STATION
				6:20a	6:30a	6:39a	6:48a	6:59a	7:05a	7:16a	7:23a
6:37a	6:44a	6:54a	7:00a	7:05a	7:15a	7:25a	7:35a	7:47a	7:53a	8:05a	8:12a
7:27a	7:34a	7:46a	7:52a	7:57a	8:09a	8:19a	8:28a	8:39a	8:45a	8:56a	9:03a
8:17a	8:24a	8:36a	8:42a	8:47a	8:58a	9:07a	9:16a	9:27a	9:33a	9:44a	9:51a
9:07a	9:14a	9:26a	9:32a	9:37a	9:48a	9:57a	10:06a	10:17a	10:23a	10:34a	10:41a
9:56a	10:03a	10:15a	10:21a	10:26a	10:37a	10:46a	10:55a	11:06a	11:12a	11:23a	11:30a
10:46a	10:53a	11:05a	11:11a	11:16a	11:27a	11:36a	11:45a	11:56a	12:02p	12:13p	12:20p
11:36a	11:43a	11:55a	12:01p	12:06p	12:18p	12:27p	12:36p	12:48p	12:54p	1:05p	1:12p
12:26p	12:33p	12:44p	12:50p	12:55p	1:07p	1:16p	1:25p	1:37p	1:43p	1:54p	2:01p
1:16p	1:23p	1:34p	1:40p	1:45p	1:57p	2:06p	2:15p	2:27p	2:33p	2:45p	2:53p
2:05p	2:12p	2:23p	2:29p	2:34p	2:47p	2:56p	3:05p	3:17p	3:24p	3:36p	3:44p
2:57p	3:04p	3:17p	3:23p	3:28p	3:41p	3:50p	3:59p	4:11p	4:18p	4:30p	4:38p
3:49p	3:56p	4:09p	4:15p	4:20p	4:33p	4:42p	4:51p	5:03p	5:10p	5:22p	5:30p
4:42p	4:49p	5:02p	5:08p	5:13p	5:26p	5:36p	5:46p	5:59p	6:06p	6:19p	6:27p
5:34p	5:42p	5:54p	6:00p	6:05p	6:17p	6:27p	6:37p	6:50p	6:57p	7:10p	7:18p

**Sea Breeze Tram  
Turn-by-Turn Directions**

- 1) Start at tram parking location, which is on the south side of the Las Olas Garage.
- 2) Head west and make a left onto Las Olas Circle.
- 3) Follow Las Olas Circle around and at the stop sign, make a right onto Las Olas Boulevard.
- 4) Right onto Seabreeze Boulevard
- 5) Left into the Oceanfront Plaza / Stop at the designated stop location in the plaza
- 6) Left onto A1A / South Fort Lauderdale Beach Boulevard
- 7) Left onto Cortez Street
- 8) Left onto South Birch Road
- 9) Stop at the designated stop location on the south side of the Las Olas Parking Garage
- 10) Left onto Las Olas Circle to continue the route over again

**Seabreeze Tram Schedule**

<b>Day</b>	<b>Operating Service</b>
<b>Sunday</b>	Two trams operating from 10:00am – 7:00pm
<b>Monday</b>	No Service
<b>Tuesday</b>	No Service
<b>Wednesday</b>	One tram operating from 10:00am – 4:00pm
<b>Thursday</b>	One tram operating from 10:00am – 4:00pm
<b>Friday</b>	One tram operating from 10:00am – 4:00pm
<b>Saturday</b>	Two trams operating from 10:00am – 7:00pm

### Estimated Service Hours Per Route Community Shuttle Program

<b>Max approved hours per City - County Interlocal Agreement for the Community Shuttle Program</b>		
DESCRIPTION	Daily Revenue Service Hours	Weekly Revenue Service Hours
Courthouse Route - Weekday	16.66	83.3
Las Olas Route - Fri-Sun	14.34	43.02
Beach Link Route - Sun-Sat	20.89	146.23
Neighborhood Route - Weekday	5.74	28.7
NW Community Link Route - Weekday	25.63	128.15
TOTAL:	83.26	429.4

<b>Regular hours</b>		
DESCRIPTION	Daily Revenue Service Hours	Weekly Revenue Service Hours
Courthouse Route - Weekday	16.00	80
Las Olas Route - Fri-Sun	13.00	39
Beach Link Route - Sun-Sat	19.50	136.5
Neighborhood Route - Weekday	5.17	25.85
NW Community Link Route - Weekday	25.94	129.7
TOTAL:	79.61	411.05



COVID Reduced hours		
DESCRIPTION	Daily Revenue Service Hours	Weekly Revenue Service Hours
Courthouse Route - Weekday	8.00	40
Las Olas Route - Fri-Sun	4.00	12
Beach Link Route - Sun-Sat	8.00	56
Neighborhood Route - Weekday	5.17	25.85
NW Community Link Route - Weekday	25.94	129.7
TOTAL:	51.11	263.55

## VEHICLE INVENTORY

### Vehicles for Fiscal Year 2020-2021

### Scenario A: Transition Period Inventory (October 2020 – February 2021)

UNIT #	MAKE/MODEL	YEAR	MILES
COMMUNITY SHUTTLE VEHICLES			
M1251	CHEV 4500	2012	167,700
M1252	CHEV 4500	2012	202,818
M1257	CHEV 4500	2012	106,239
M1258	CHEV 4500	2012	225,195
M1259	CHEV 4500	2012	256,038
M1379	CHEV 4500	2013	101,175
1916	FORD F550	2019	20,167
1917	FORD F550	2019	15,898

NOTE: The Contractor shall be responsible for the operations and maintenance of these vehicles.

## Scenario B: New vehicles inventory - Gas (February 2021 onwards)

\* The County has ordered nine (9) gas-powered cutaway vehicles on behalf of the City of Fort Lauderdale

UNIT #	MAKE/MODEL	YEAR	MILES
COMMUNITY SHUTTLE VEHICLES			
1916	FORD F550	2019	20,167
1917	FORD F550	2019	15,898
*	CHAMPION F550 DEFENDER G-FORCE GAS	2020-2021	NEW
*	CHAMPION F550 DEFENDER G-FORCE GAS	2020-2021	NEW
*	CHAMPION F550 DEFENDER G-FORCE GAS	2020-2021	NEW
*	CHAMPION F550 DEFENDER G-FORCE GAS	2020-2021	NEW
*	CHAMPION F550 DEFENDER G-FORCE GAS	2020-2021	NEW
*	CHAMPION F550 DEFENDER G-FORCE GAS	2020-2021	NEW
*	CHAMPION F550 DEFENDER G-FORCE GAS	2020-2021	NEW
*	CHAMPION F550 DEFENDER G-FORCE GAS	2020-2021	NEW
*	CHAMPION F550 DEFENDER G-FORCE GAS	2020-2021	NEW

**NOTE:** The Contractor shall be responsible for the operations and maintenance of these vehicles.

## Scenario C: New vehicles inventory - Propane (February 2021 onwards)

\* The County has ordered nine (9) propane-powered cutaway vehicles on behalf of the County

UNIT #	MAKE/MODEL	YEAR	MILES
COMMUNITY SHUTTLE VEHICLES			
1916	FORD F550	2019	20,167
1917	FORD F550	2019	15,898
*	CHAMPION F550 DEFENDER G-FORCE PROPANE	2020-2021	NEW
*	CHAMPION F550 DEFENDER G-FORCE PROPANE	2020-2021	NEW
*	CHAMPION F550 DEFENDER G-FORCE PROPANE	2020-2021	NEW
*	CHAMPION F550 DEFENDER G-FORCE PROPANE	2020-2021	NEW
*	CHAMPION F550 DEFENDER G-FORCE PROPANE	2020-2021	NEW
*	CHAMPION F550 DEFENDER G-FORCE PROPANE	2020-2021	NEW
*	CHAMPION F550 DEFENDER G-FORCE PROPANE	2020-2021	NEW
*	CHAMPION F550 DEFENDER G-FORCE PROPANE	2020-2021	NEW
*	CHAMPION F550 DEFENDER G-FORCE PROPANE	2020-2021	NEW

**NOTE:** The Contractor shall be responsible for the operations and maintenance of these vehicles.

## Scenario D: Seabreeze trams (February 2021 onwards)

UNIT #	MAKE/MODEL	YEAR	MILES
SEABREEZE TRAMS			
V11217	AG METRO POWER CAR 6.3L V8 GAS GM	2019	236
V11219	AG METRO POWER CAR 6.3L V8 GAS GM	2019	12
V11218	TRAILER	2019	-
V11220	TRAILER	2019	-

NOTE: The Contractor shall be responsible for the operations of the Seabreeze Trams. The City shall maintain the trams and trailers, but the Contractor shall support the City in adhering to the tram's maintenance schedule, which may include the provision of drivers to transport the vehicles from the garage to the designated fleet facility for regular maintenance. Photo of tram and trailer shown below.



# EXHIBIT D

Pre-trip and Post-trip Vehicle Inspection Form  
(Following BCT's Template)

BOARD OF COUNTY COMMISSIONERS  
BROWARD COUNTY, FLORIDA  
TRANSPORTATION DEPARTMENT

BOARD OF COUNTY COMMISSIONERS  
BROWARD COUNTY, FLORIDA  
TRANSPORTATION DEPARTMENT

**OPERATORS' PRE-TRIP BUS INSPECTION REPORT**

**OPERATORS' PRE-TRIP BUS INSPECTION REPORT**

NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

BUS NO.: \_\_\_\_\_ RUN NO.: \_\_\_\_\_

BUS NO.: \_\_\_\_\_ RUN NO.: \_\_\_\_\_

FIRE EXT.	NONE	AC/HEAT	NO A/C	SUSP.	AIR BAG
	USED		NO DEFROSTER		KNEELER
FAREBOX REGISTER	JAMMED	BRAKES	NO HEAT	TIRE	LEANS L/R
	LOOSE		FOOT		DAMAGE WORN
GAUGES	NOT REGISTERING	RADIO	PARKING	TRANS.	FLATTIRE/LOW
	NO READOUT		NOISY		LUG NUTS
LIGHTS	AIR	DOORS	NO INTERLOCK	WIPERS	HARD SHIFTING
	OIL		PULLS L/R		NOISY
MIRRORS	SPEEDOMETER	ENGINE	WON'T TRANSMIT	SEAT	NO REVERSE
	TEMPERATURE		WON'T RECEIVE		SLIPPING
DEST. SIGN	VOLTS	WCHR.	OTHER	STEER	OIL LEAK
	HEADLIGHTS		TOO FAST		WON'T SHIFT
	DOMES		TOO SLOW		BROKEN
	MARKER/SIGN		WON'T CLOSE		OTHER
	FARE BOX		SENSITIVE EDGE		INOPERATIVE
	TAIL/BRAKE		WON'T OPEN		STREAKS
	TURN SIG.		NO POWER		CUT SEAT
	DASHBOARD		OVERHEATS		SEAT BELT
	INSIDE		SMOKES		PASSENGER
	OUTSIDE LEFT		HARD START		WHEELCHAIR LOCK
	OUTSIDE RIGHT		WATER/OIL LEAK		HARD
	FRONT		NOISY		LOOSE
	REAR		WON'T CYCLE		SHIMMY
	SIDE		CAMERA LIGHTS? <input type="checkbox"/> Green <input type="checkbox"/> Red <input type="checkbox"/> OFF		

FIRE EXT.	NONE	AC/HEAT	NO A/C	SUSP.	AIR BAG
	USED		NO DEFROSTER		KNEELER
FAREBOX REGISTER	JAMMED	BRAKES	NO HEAT	TIRE	LEANS L/R
	LOOSE		FOOT		DAMAGE WORN
GAUGES	NOT REGISTERING	RADIO	PARKING	TRANS.	FLATTIRE/LOW
	NO READOUT		NOISY		LUG NUTS
LIGHTS	AIR	DOORS	NO INTERLOCK	WIPERS	HARD SHIFTING
	OIL		PULLS L/R		NOISY
MIRRORS	SPEEDOMETER	ENGINE	WON'T TRANSMIT	SEAT	NO REVERSE
	TEMPERATURE		WON'T RECEIVE		SLIPPING
DEST. SIGN	VOLTS	WCHR.	OTHER	STEER	OIL LEAK
	HEADLIGHTS		TOO FAST		WON'T SHIFT
	DOMES		TOO SLOW		BROKEN
	MARKER/SIGN		WON'T CLOSE		OTHER
	FARE BOX		SENSITIVE EDGE		INOPERATIVE
	TAIL/BRAKE		WON'T OPEN		STREAKS
	TURN SIG.		NO POWER		CUT SEAT
	DASHBOARD		OVERHEATS		SEAT BELT
	INSIDE		SMOKES		PASSENGER
	OUTSIDE LEFT		HARD START		WHEELCHAIR LOCK
	OUTSIDE RIGHT		WATER/OIL LEAK		HARD
	FRONT		NOISY		LOOSE
	REAR		WON'T CYCLE		SHIMMY
	SIDE		CAMERA LIGHTS? <input type="checkbox"/> Green <input type="checkbox"/> Red <input type="checkbox"/> OFF		

MARK EACH DEFECT WITH AN X IN BOX.  
IF BUS IS OK, PUT AN X IN THE OK BOX.



MARK EACH DEFECT WITH AN X IN BOX.  
IF BUS IS OK, PUT AN X IN THE OK BOX.



**OTHERITEMS**

EXHAUST SYS.	DIRTY OUTSIDE	ROOF HATCH
ACCELLERATOR PEDAL	DIRTY INSIDE	GRAB RAIL
INSECTS	GRAFFITI	STEPS-FRONT/REAR
PASSENGER SIGNAL	HORN	WHEELCHAIR LIFT/RAMP
COMPART. DOORS	NO TRIANGLES	VISOR
FLOOR MAT	NO REGISTRATION	NO ACC. PACKET

**OTHERITEMS**

EXHAUST SYS.	DIRTY OUTSIDE	ROOF HATCH
ACCELLERATOR PEDAL	DIRTY INSIDE	GRAB RAIL
INSECTS	GRAFFITI	STEPS-FRONT/REAR
PASSENGER SIGNAL	HORN	WHEELCHAIR LIFT/RAMP
COMPART. DOORS	NO TRIANGLES	VISOR
FLOOR MAT	NO REGISTRATION	NO ACC. PACKET

**ADDITIONAL INFORMATION**

NOTES: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**ADDITIONAL INFORMATION**

NOTES: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

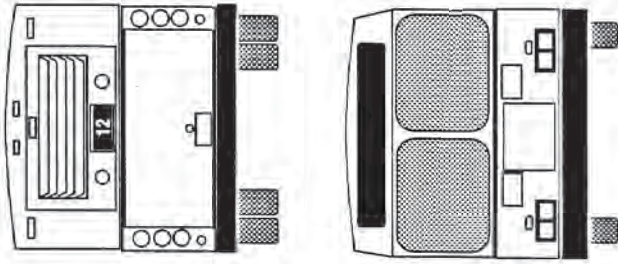
\_\_\_\_\_

\_\_\_\_\_

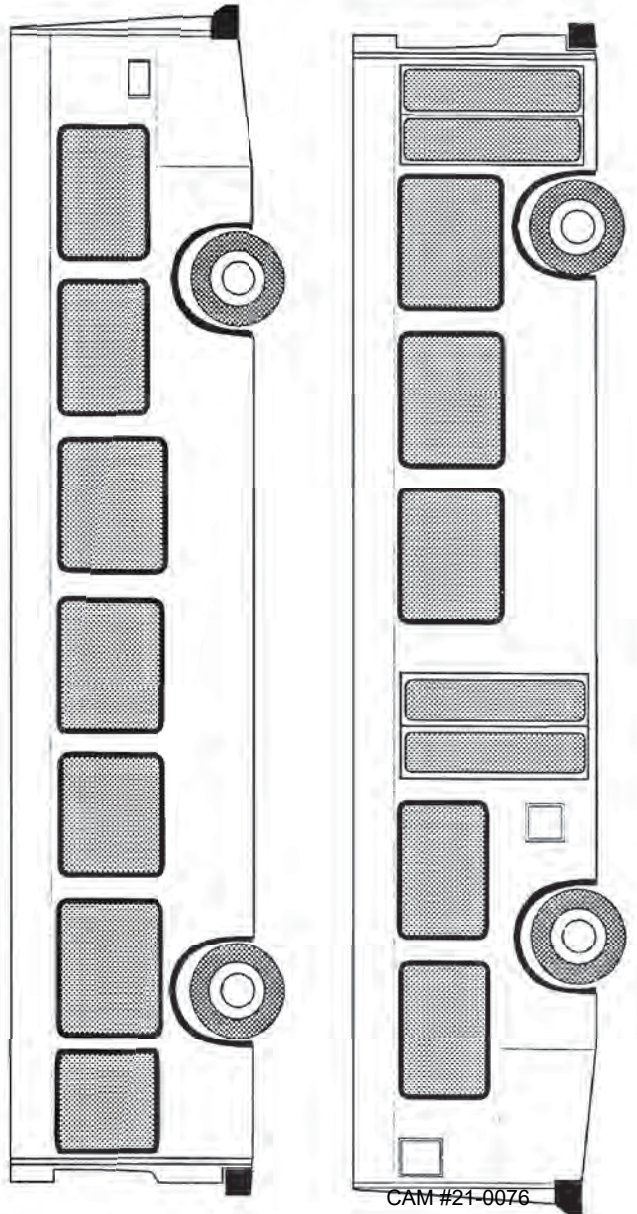
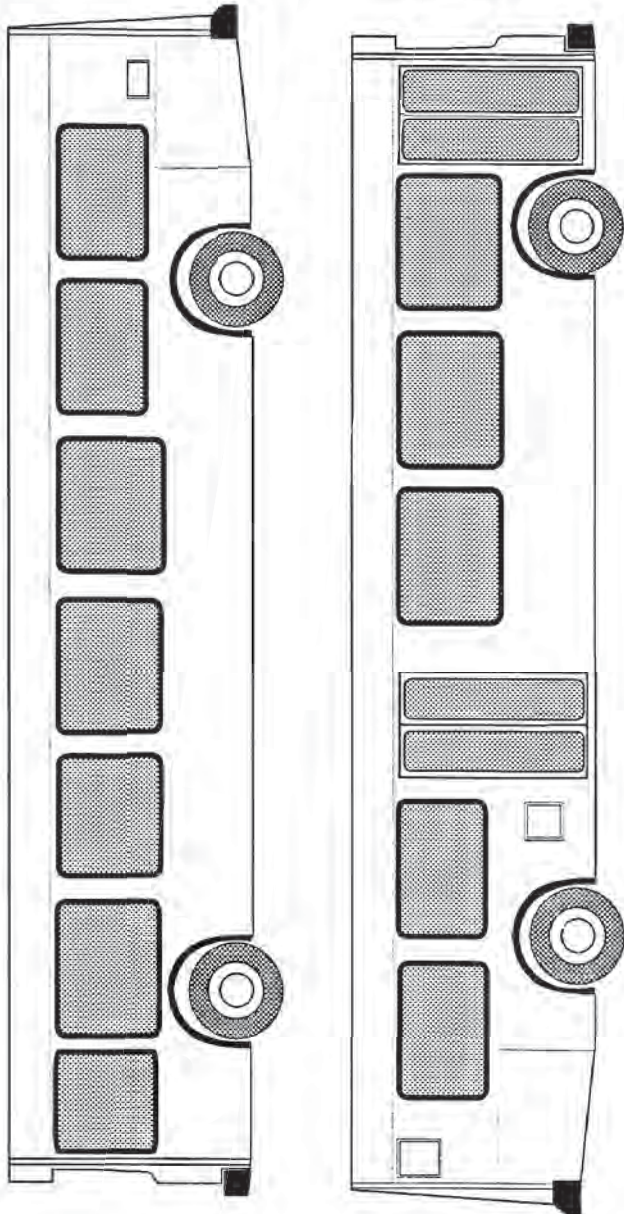
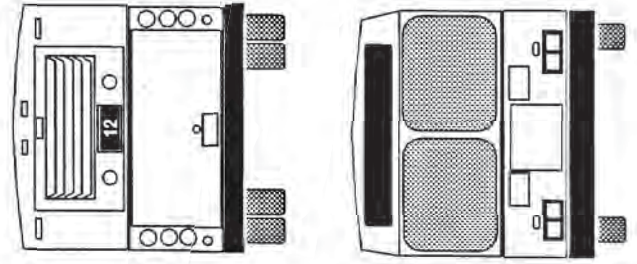
\_\_\_\_\_

\_\_\_\_\_

**MARK AREAS  
OF BODY  
DAMAGE  
ON THE BUS  
ILLUSTRATION**



**MARK AREAS  
OF BODY  
DAMAGE  
ON THE BUS  
ILLUSTRATION**



CAM #21-0076

Exhibit 1

Page 152 of 270



# EXHIBIT E

## Reporting Requirements Form

<b>Las Olas Monthly Ridership Summary</b>						
<b>Daily Passengers</b>						
Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
<b>Total Monthly Passengers:</b>						0
<b>Daily Revenue Miles</b>						
Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
<b>Total Monthly Revenue Miles:</b>						0
<b>Daily Deadhead Miles</b>						
Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
<b>Total Monthly Deadhead Miles:</b>						0
<b>Total Monthly Vehicle Miles (Revenue Miles + Deadhead Miles):</b>						0
<b>Total Monthly Revenue Hours:</b>						0
<b>Total Monthly Vehicle Hours (Revenue Hours+Deadhead Hours):</b>						0
<b>Service Days:</b>						0
<b>Missed Service in Minutes:</b>						0
<b>Passengers per Revenue Hour:</b>						0
<b>Vehicles Used</b>						
Vehicle ID	AM - 1st day of month	PM - Last day of month	Monthly Mileage per Vehicle			
<b>Number of Road Calls (Fully describe nature of call and changes to primary inventory):</b>						0

### Las Olas Stop List

Stop	Description	# of Boarding / Alighting
7000	BRIGHTLINE STATION	
3268	SW 7 A/SW 1 S	
4280	BROWARD B/SW 6 A	
8763	SW 2 St/SW 1 Ave	
9570	BRICKELL A/SW 2 S LOS OLAS RVRFRONT	
0911	LAS OLAS B/SE 2 A	
8707	LAS OLAS B/ANDREWS A	
5112	LAS OLAS BLVD/SE 4 AVE	
0914	LAS OLAS B/SE 8 A	
0913	LAS OLAS B/SE 6 A	
0915	LAS OLAS B/SE 9 A	
3004	LAS OLAS B/SE 15 A	
0916	LAS OLAS B/TARPON D	
2391	LAS OLAS B/BONTONA S	
2392	LAS OLAS B/LIDO D	
0918	LAS OLAS B/CORAL W	
4244	LAS OLAS B/SUNSET D	
0919	LAS OLAS B/SE 25 A	
0920	LAS OLAS B/A1A	
0921	A1A/POINSETTIA S	
3616	A1A/LAS OLAS B	
2394	A1A/BAYSHORE D	
0924	A1A/GRANADA S	
0923	A1A/SEBASTIAN S	
0926	A1A/TERRAMAR S	
0925	A1A/VIRAMAR S	
3254	A1A/WINDAMAR S	
3530	A1A/BAYSHORE D	
3979	A1A/GRANADA S	
3506	A1A/CASTILLO S	
3507	A1A/BANYAN S	
0986	LAS OLAS B/BIRCH R	
0987	LAS OLAS B/RIVIERA D	
2401	LAS OLAS B/SE 23 A	
0988	LAS OLAS B/NURMI D	
2402	LAS OLAS B/VENICE D	
0989	LAS OLAS B/HENDRICKS IS	
0990	LAS OLAS B/S GORDON R	
0991	LAS OLAS B/SE 17 A	
5450	LAS OLAS B/SE 15 A	
0992	LAS OLAS B/SE 13 A	
3748	LAS OLAS B/SE 12 A	
0993	LAS OLAS B/SE 10 T	
3749	LAS OLAS B/SE 9 A	

2403	LAS OLAS B/SE 8 A	
0994	LAS OLAS B/SE 6 A	
0995	LAS OLAS B/SE 4 A	
0996	LAS OLAS B/SE 2 A	
0997	LAS OLAS B/SE 1 A	
0998	ANDREWS A/SE 2 S	
8764	SW 2 ST/SW 1 AVE	
7000	BRIGHTLINE STATION	

<b>Beach Monthly Ridership Summary</b>						
<b>Daily Passengers</b>						
Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
<b>Total Monthly Passengers:</b>						0
<b>Daily Revenue Miles</b>						
Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
<b>Total Monthly Revenue Miles:</b>						0
<b>Daily Deadhead Miles</b>						
Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
<b>Total Monthly Deadhead Miles:</b>						0
<b>Total Monthly Vehicle Miles (Revenue Miles + Deadhead Miles):</b>						0
<b>Total Monthly Revenue Hours:</b>						0
<b>Total Monthly Vehicle Hours (Revenue Hours+Deadhead Hours):</b>						0
<b>Service Days:</b>						0
<b>Missed Service in Minutes:</b>						0
<b>Passengers per Revenue Hour:</b>						0
<b>Vehicles Used</b>						
Vehicle ID	AM - 1st day of month	PM - Last day of month	Monthly Mileage per Vehicle			
<b>Number of Road Calls (Fully describe nature of call and changes to primary inventory):</b>						0

**Beach Stop List**

<b>Stop</b>	<b>Description</b>	<b># of Boarding / Alighting</b>
7534	GALLERIA MALL	
1639	NE 24 A/SUNRISE B - (SUN TROLLEY)	
1634	SUNRISE B/BAYVIEW D	
1635	SUNRISE B/NE 26 A	
1819	SUNRISE B/BIRCH R	
4360	A1A/NE 9 S	
985	A1A/VISTAMAR S	
3254	A1A/WINDAMAR S	
3530	A1A/BAYSHORE D	
3979	A1A/GRANADA S	
3506	A1A/CASTILLO S	
7652	Beach Place/Seabreeze Blvd	
3507	A1A/BANYAN S	
7653	Las Olas Blvd and Seabreeze Blvd/A1A S	
3508	A1A/LAS OLAS B	
3509	A1A/SE 5 S - (SWIMMING HALL OF FAME)	
4325	A1A/#801	
3510	A1A/BAHIA MAR	
1894	A1A/HARBOR D	
3056	A1A/HOLIDAY D	
2498	A1A/HARBOR BEACH PKWY	
1897	SE 17 S/SE 23 A	
1898	SE 17 S/EISENHOWER B	
1899	SE 17 S/SE 15 A	
1900	SE 17 S/CORDOVA R	
1901	SE 17 S/SE 10 A	
1902	SE 17 S/MIAMI R	
117	SE 17 S/US 1	
118	SE 17 S/SE 3 A	
7579	BROWARD GENERAL HOSPITAL WEST	
3149	ANDREWS A/SE 16 S	
7979	14TH / ANDREWS	
8	SE 3 A/SE 14 S	
7586	BROWARD GENERAL HOSPITAL EAST -SE 3 AV	
10	SE 17 S/SE 3 A	
11	SE 17 S/US1 (W)	
1885	SE 17 S/US 1 (E)	
1886	SE 17 S/SE 10 A	
9525	CORDOVA R/#1899 HARBOR SC	
7413	CORDOVA R/PUBLIX HARBOR SC	
1887	SE 17 S/CORDOVA R	
1888	SE 17 S/#1430	
1889	SE 17 S/SE 15 A	
1890	SE 17 S/EISENHOWER B	

1891	SE 17 S/SE 23 A	
3054	SE 17 S/MAYAN D	
3055	A1A/HARBOR BEACH PKWY	
1892	A1A/HOLIDAY D	
2687	A1A/HARBOR D	
1893	A1A/BAHIA MAR	
3620	A1A/#545 - (FORT LAUDERDALE)	
3621	A1A/SE 5 S	
921	A1A/POINSETTIA S	
923	A1A/SEBASTIAN S	
924	A1A/GRANADA S	
2394	A1A/BAYSHORE D	
925	A1A/VIRAMAR S	
926	A1A/TERRAMAR S	
927	A1A/VISTAMAR S	
928	A1A/NE 9 S	
4361	A1A/SUNRISE B	
3896	SUNRISE B/A1A	
1636	NE 26 A/SUNRISE B - (GALLERIA)	
7534	GALLERIA MALL	

<b>Downtown Monthly Ridership Summary</b>						
<b>Daily Passengers</b>						
Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
<b>Total Monthly Passengers:</b>						0
<b>Daily Revenue Miles</b>						
Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
<b>Total Monthly Revenue Miles:</b>						0
<b>Daily Deadhead Miles</b>						
Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
<b>Total Monthly Deadhead Miles:</b>						0
<b>Total Monthly Vehicle Miles (Revenue Miles + Deadhead Miles):</b>						0
<b>Total Monthly Revenue Hours:</b>						0
<b>Total Monthly Vehicle Hours (Revenue Hours+Deadhead Hours):</b>						0
<b>Service Days:</b>						0
<b>Missed Service in Minutes:</b>						0
<b>Passengers per Revenue Hour:</b>						0
<b>Vehicles Used</b>						
Vehicle ID	AM - 1st day of month	PM - Last day of month	Monthly Mileage per Vehicle			
<b>Number of Road Calls (Fully describe nature of call and changes to primary inventory):</b>						0



### Downtown Stop List

Stop	Description	# of Boarding / Alighting
8700	BROWARD TERMINAL	
8703	BRICKELL A/SW 2 S GOVERNMENT CTR	
7573	BROWARD COUNTY GOVERNMENT CENTER	
8704	SE 2 ST/BROWARD COUNTY LIBRARY	
7574	CITY PARK GARAGE	
8751	SE 2 ST/SE 3 AVE	
7575	FAU/BCC	
3321	SE 3 A/LAS OLAS B	
7576	COUNTY COURTHOUSE/SCHOOL BOARD	
3320	SE 3 A/SE 6 C	
0004	SE 3 A/SE 7 S	
0006	SE 3 A/SE 11 S	
0005	SE 3 A/SE 9 S	
7577	DAVIE BOULEVARD EAST	
4445	SE 3 A/DAVIE B (N)	
0007	SE 3 A/DAVIE B (S)	
0008	SE 3 A/SE 14 S	
0009	SE 3 A/SE 16 S - (BROWARD HEALTH MED CTR)	
7586	BROWARD GENERAL HOSPITAL EAST -SE 3 AVE	
3981	SE 17 S/SE 3 A	
7578	BROWARD GENERAL HOSPITAL SOUTH-SE 3 AVE/SE 17 ST	
1903	SE 17 S/ANDREWS A	
7579	BROWARD GENERAL HOSPITAL WEST	
3149	ANDREWS A/SE 16 S	
1904	ANDREWS A/SE 14 S	
1776	ANDREWS A/DAVIE B	
7580	DAVIE BOULEVARD WEST (ANDREWS & SW 11 CT)	
1778	ANDREWS A/SE 7 S	
1777	ANDREWS A/SE 9 S	
7581	PUBLIX/COURTHOUSE-ANDREWS & SE 6 STREET	
1779	ANDREWS A/SE 6 S	
1780	ANDREWS A/SE 5 S	
7582	210 SOUTH OF ANDREWS AVE	
8704	SE 2 ST/BROWARD COUNTY LIBRARY	
7574	CITY PARK GARAGE	
8751	SE 2 ST/SE 3 AVE	
8709	NE 3 A/NE 1 S	
7583	FEDERAL COURTHOUSE	
8708	SE 3 A/BROWARD B	
1501	NE 3 A/NE 3 S	
7584	PETER FELDMAN PARK-SE 6 STREET & SE 3 AVE	
1905	NE 3 A/NE 5 S	
7585	FLAGLER VILLAGE-NE 6 STREET & ANDREWS AVE	
2513	ANDREWS A/NW 4 S	

8700	BROWARD TERMINAL	
------	------------------	--

<b>Northwest Monthly Ridership Summary</b>						
<b>Daily Passengers</b>						
Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
<b>Total Monthly Passengers:</b>						0
<b>Daily Revenue Miles</b>						
Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
<b>Total Monthly Revenue Miles:</b>						0
<b>Daily Deadhead Miles</b>						
Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
<b>Total Monthly Deadhead Miles:</b>						0
<b>Total Monthly Vehicle Miles (Revenue Miles + Deadhead Miles):</b>						0
<b>Total Monthly Revenue Hours:</b>						0
<b>Total Monthly Vehicle Hours (Revenue Hours+Deadhead Hours):</b>						0
<b>Service Days:</b>						0
<b>Missed Service in Minutes:</b>						0
<b>Passengers per Revenue Hour:</b>						0
<b>Vehicles Used</b>						
Vehicle ID	AM - 1st day of month	PM - Last day of month	Monthly Mileage per Vehicle			
<b>Number of Road Calls (Fully describe nature of call and changes to primary inventory):</b>						0

### Northwest Stop List

Stop	Description	# of Boarding/ Alighting
3732	TCRA/FT LAUDERDALE STATION	
9036	RRF PARK N RIDE	
7918	NW 27 A/BROWARD B/SHERIFF'S OFFICE	
8110	NW 27 A/BROWARD B	
9981	African American Research Library	
8739	SISTRUNK B/AAR LIBRARY	
1882	SISTRUNK B/NW 24 A - (DELEVOE PK)	
1041	SISTRUNK B/NW 24 A	
1042	SISTRUNK B/NW 21 T	
1043	SISTRUNK B/NW 21 A	
1044	SISTRUNK B/NW 19 A	
1048	REMOVED - SISTRUNK B/NW 13 A	
9037	Winn Dixie/Fresh Market	
1499	NE 4 S/NE 3 A	
8700	BROWARD TERMINAL OUTSIDE	
8700	BROWARD TERMINAL OUTSIDE	
8772	ANDREWS A/NE 1 S CITY HALL	
9481	NW 4 S/NW 7 A	
9498	NW 9 A/NW 9 S (N)	
9450	PRESIDENTE/POWERLINE R/SUNRISE B	
9524	CHATEAU PARK D/NW 11 A	
7721	Lauderdale Manors Elementary School	
9546	NW 17 S/NW 15 A	
9547	NW 15 A/NW 19 S	
9548	NW 19 S/#1452	
9500	NW 20 S/POWERLINE R	
1195	POWERLINE R/NW 19 S	
7342	NW 15 A/NW 19 S	
1735	NW 15 A/NW 17 S	
1198	NW 15 A/NW 14 C	
7343	Lauderdale Manors Elementary School	
9450	PRESIDENTE/POWERLINE R/SUNRISE B	
9889	NW 9 A/NW 9 S (S)	
9464	NW 4 S/NW 7 A	
8700	BROWARD TERMINAL OUTSIDE	
8772	ANDREWS A/NE 1 S CITY HALL	
1503	NE 4 S/NE 3 A	
7344	Winn Dixie/Fresh Market	
3736	SISTRUNK B/ANDREWS A (W)	
3737	SISTRUNK B/NW 4 A	
3738	SISTRUNK B/NW 7 A	
3433	REMOVED - SISTRUNK B/NW 12 A	
8038	African American Research Library	
8765	NW 27 A/BROWARD B	

7919	SUPER WALMART/BROWARD EAST OF NW 27 A	
725	BROWARD B/SW 22 A	
5321	SW 22 A/SW 1 S	
5323	SW 21 T/SW 1 S	
3732	TCRA/FT LAUDERDALE STATION	

<b>Neighborhood Monthly Ridership Summary</b>						
<b>Daily Passengers</b>						
Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
<b>Total Monthly Passengers:</b>						0
<b>Daily Revenue Miles</b>						
Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
<b>Total Monthly Revenue Miles:</b>						0
<b>Daily Deadhead Miles</b>						
Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
<b>Total Monthly Deadhead Miles:</b>						0
<b>Total Monthly Vehicle Miles (Revenue Miles + Deadhead Miles):</b>						0
<b>Total Monthly Revenue Hours:</b>						0
<b>Total Monthly Vehicle Hours (Revenue Hours+Deadhead Hours):</b>						0
<b>Service Days:</b>						0
<b>Missed Service in Minutes:</b>						0
<b>Passengers per Revenue Hour:</b>						0
<b>Vehicles Used</b>						
Vehicle ID	AM – 1 <sup>st</sup> day of month	PM – Last day of month	Monthly Mileage per Vehicle			
<b>Number of Road Calls (Fully describe nature of call and changes to primary inventory):</b>						0

## Neighborhood Stop List

Stop	Description	# of Boarding/ Alighting
8700	BROWARD TERMINAL OUTSIDE	
8778	Performing Arts Center Walkover	
7914	NW 4 ST/NW 7 AVE POST OFFICE	
9483	NW 4 S/NW 12 A	
9485	NW 4 S/NW 15 A	
614	BROWARD B/NW 15 A	
7915	SALVATION ARMY/BROWARD BLVD	
615	BROWARD B/NW 18 A	
616	BROWARD B/NW 24 A	
7918	NW 27 A/BROWARD B/SHERIFF'S OFFICE	
4076	BROWARD B/NW 28 T	
619	BROWARD B/NW 29 A	
2366	BROWARD B/NW 30 T	
7416	NW 33 AVE NORTH OF BROWARD BLV	
7916	NW 33 TER AND NW 4 ST	
3169	NW 4 S/#3221	
2253	NW 4 S/NW 31 A	
720	BROWARD B/SW 30 A	
721	BROWARD B/SW 29 A	
7919	SUPER WALMART/BROWARD EAST OF NW 27 AV	
725	BROWARD B/SW 22 A	
5321	SW 22 A/SW 1 S	
3732	TCRA/FT LAUDERDALE STATION	
5322	SW 22 A/SW 1 S - (PARK & RIDE)	
7917	SALVATION ARMY/BROWARD BLVD EB	
9461	NW 4 S/NW 14 A	
9462	NW 4 S/NW 12 A	
8099	DIXIE C S/DIXIE C E	
9463	NW 4 S/NW 9 A	
9464	NW 4 S/NW 7 A	
8700	BROWARD TERMINAL OUTSIDE	

# EXHIBIT F

## Preventative Maintenance Standards



## Preventative Maintenance Standards

### Preventative Maintenance Inspections

According to Chapter 14-90 of the Florida Statutes, vehicles must be maintained using regular preventative maintenance inspections. The Florida Department of Transportation (FDOT) requires that agencies conduct routine preventative maintenance inspections on their vehicles. These inspections should meet or exceed *Original Equipment Manufacturer (OEM)* recommendations and/or the minimum maintenance requirements established in the *FDOT Preventative Maintenance Standards Manual*. In addition to prolonging the useful life of the vehicle, the purpose of preventative maintenance inspections is to proactively identify and repair potential vehicle component failures before they occur. This reduces vehicle downtime, improves passenger safety, and reduces cost.

#### ABC Progressive Inspections

Preventative maintenance inspections should be scheduled in a progressive method by using a predetermined target mileage interval chosen by the agency. These intervals, however, should not exceed 6,000 miles.<sup>1</sup> Although some agencies have attempted to use dates when scheduling preventative maintenance inspections, mileage intervals should be used, particularly for high-mileage vehicles.

The ABC progressive inspection method is comprised of three progressive levels: “A” level inspections, “B” level inspections and “C” level inspections. Inspections should be performed in the following sequence: A, B, A, C. For example, if an agency chooses to perform preventative maintenance inspections using a 6,000 mile interval, the inspections would follow this sequence:

Inspection Type	Mileage of Inspection
A	6,000 miles
B	12,000 miles
A	18,000 miles
C	24,000 miles
A	30,000 miles
B	36,000 miles
A	42,000 miles
C	48,000 miles

<sup>1</sup> Agencies may elect to use shorter mileage intervals, but this should be specified within their maintenance plan and any outsource maintenance providers should be provided with that schedule. Shorter mileage intervals may also result in potentially unnecessary cost.

**Conducting Preventative Maintenance Inspections**

The following tables provide a step-by-step guide for conducting preventative maintenance inspections using the ABC progressive inspection method. Table 3 identifies the minimum components/items that must be inspected during an “A” level inspection. Table 4 identifies the components/items that must be inspected during a “B” level inspection, and Table 5 identifies “C” level inspection items.

**IMPORTANT NOTE**

***ABAC inspections are cumulative. This means that “B” level inspections must also include “A” level inspections, and “C” level inspections must include both “A” and “B” level inspections.***

Table 3: “A” Level Inspection Components

*The “Item #” in these tables correspond to numbers on the FDOT-approved “Preventative Maintenance Inspection Report” Checklist. This form is included in the Preventative Maintenance Standards Manual.*

Item #	Component
<b>Interior</b>	
1	<p><b><u>Passenger Door/ Check Operation of All Interlocks and/or Starter Interrupt</u></b>                      Check to ensure interlock system is working properly when parking brake is applied. Vehicle should not come out of park with either the front door or wheelchair lift door open. If equipped, check passenger door sensitive edge operation.</p>
2	<p><b><u>Standee Line &amp; Warning</u></b>                      On vehicles designed to allow standees, check the condition of the standee line and sign. The line must be of contrasting color at least two inches wide and the sign, prohibiting anyone from occupying a space forward of the line, must be posted at or near the front of the vehicle.</p>
3	<p><b><u>Flooring/ Steps/ All Interior Panels</u></b>                      Inspect floor covering for tears, rips, or gouges. Inspect headliner for damage, sag, or dirt. Inspect the condition of side panels. Check steps for yellow edge or nosing to pronounce presence of steps.</p>
4	<p><b><u>Wheelchair Belts/ Floor Anchors</u></b>                      Check wheelchair seat belt lap extensions and wheelchair shoulder harnesses for proper function. Inspect wheelchair securement devices for damaged webbing and proper operation of locking mechanism. Inspect floor tie down anchors. Ensure the vehicle is equipped with the proper amount of securement devices for the number of wheelchair positions.</p>
5	<p><b><u>Passenger Seat Condition/ Foldaway Seat Operation</u></b>                      Seat covering for the driver and passenger seats should be inspected for rips, tears, gouges, exposed springs, and security of floor mounting. Arm rest(s) should be inspected for proper attachment to seat(s). Check folding seats for proper operation of adjustment controls. Check the driver’s seat for proper fore and aft movement and tracks should be lubricated as necessary.</p>
6	<p><b><u>Passenger Seat Belts</u></b>                      Seat belts should be inspected for proper retraction mechanisms and damaged webbing.</p>

7	<p><b><u>Stanchions &amp; Hand Rails</u></b>                  Inspect condition of the grab rails and stanchions for the standee passengers. Tighten grab rails as necessary. Note if extensive repairs are necessary.</p>
8	<p><b><u>Roof Hatches/ Operation</u></b>                  Check roof hatches to ensure proper function and that they shut and open properly.</p>
9	<p><b><u>Emergency Door and Window Operation</u></b>                  Check emergency door operation to ensure proper function. Check window exits to ensure all exits function properly. Ensure that all emergency exit signage is clear and legible.</p>
10	<p><b><u>Fire Extinguisher/ First Aid Kit/ Emergency Triangles/ Spill Kit</u></b>                  Inspect the above mentioned safety equipment to ensure it is in proper working order, securely mounted, and easily accessible. Fire extinguisher must be fully charged with a dry chemical or carbon dioxide, having at least a 1A:BC rating and bearing the label Underwriters Laboratory Inc.                  Check maintenance tag for expiration date and condition of all components for damage or conditions that may prevent operation. Nozzle outlets must be unobstructed and properly aimed.</p>
11	<p><b><u>Fire Suppression System</u></b>                  If equipped with fire suppression system check "System OK" LED is illuminated. Check that system is properly charged and that all instruction labels are intact, clean, and legible. Ensure inspection tag for expiration date. Check the condition of all components for damage or conditions that may prevent operation. Nozzle outlets must be unobstructed, properly aimed, and must have their protective covers.                  Follow the fire suppression system manufacturer's guidelines for servicing the system.</p>
12	<p><b><u>Interior Lights</u></b>                  Inspect the interior lights. Check step well lights if applicable for proper function by opening door. Check dome light switch/rheostat. Check turn signal and the hi-lo beam switches as well as the indicators on dash for proper function.                  Check all emergency exit lights at emergency windows and rear exit door.</p>
13	<p><b><u>Vehicle Registration/ Plates</u></b>                  Check condition and currency of license plate and registration and appropriate manuals. Ensure accident report forms and other appropriate documents are up to date and available in the vehicle. Check for wheelchair lift operating manual, if applicable.</p>
<b>Drivers Compartment</b>	
14	<p><b><u>Brake &amp; Accelerator Pedals</u></b>                  Check pedals for sticking, binding, or failure to return to normal position. Check pedals for excessive pad wear.</p>
15	<p><b><u>Driver's Seat &amp; Belt</u></b>                  Check the driver's seat for proper fore and aft movement, and tracks should be lubricated as necessary. Check the driver's seat belt for proper retraction mechanisms and damaged webbing.</p>
16	<p><b><u>Horn Operation</u></b>                  Check horn. The horn must be capable of emitting a sound audible under normal conditions from a distance of not less than 200 feet.</p>

Table 3: "A" Level Inspection Components (cont.)

17	<p><b><u>Service Brake Operation</u></b>  From the driver's seat, pump the brake pedal three or four times and then hold constant downward pressure on pedal for at least five seconds. The brake pedal should hold firm and not drift down. If equipped with a hydraulic brake reserve system, with the key off, depress the brake pedal and listen for the sound of the reserve system electric motor. If equipped with hydro boost system or vacuum assist system, with the key off, pump the brake at least five times and depress the brake pedal. It should feel firm. Remain holding the pedal and start the engine. The pedal should move slightly to the floor and then rise. Check that the warning buzzer or light is off.</p>
Item #	Component
18	<p><b><u>Ignition System (Start Engine)</u></b>  When starting the engine, listen for starter drag or grind, belt squeal, and any other unusual noises. As engine warms, monitor all gauges. Check shift selector for smooth operation and can be shifted into all ranges.</p>
19	<p><b><u>Check All Gauges/ Switches</u></b>  Activate ignition switch and check all warning indicator lights (oil, battery, engine, etc.) for proper operation. If the vehicle is equipped with gauges, check proper readings after the engine has been started. Check all switches, levers, and knobs for proper function.</p>
20	<p><b><u>Check Fast Idle</u></b>  Check fast idle system for proper operation.</p>
21	<p><b><u>Check Air System Pressures/ Perform Leak Down Test</u></b>  Drain all air tanks and check operation of system drier. Build air system to maximum air pressure and observe governor cut out (100- 125 psi). Shut off engine and chock wheels if necessary. Release emergency brake and make a full brake application and hold for one minute. Check air gauge to see if pressure drops more than three pounds in one minute. Next, rapidly pump the foot brake. Buzzer should activate before air pressure drops below 60 psi. Continue to pump brakes until emergency brake pops up. This should occur at approximately 40 psi. The amount of time it takes to build the air pressure is important. Air pressure should go from 85psi to 100psi in 40 seconds.</p>
22	<p><b><u>Shift Lever Operation</u></b>  Move the shift lever into each gear and ensure the detents are operating correctly.</p>
23	<p><b><u>Parking Brake Operation</u></b>  While the vehicle is on an incline, apply the parking brake and shift vehicle into low gear slightly pulling against the brakes. Vehicle should not move. If the vehicle cannot be checked on an incline, lightly accelerate the vehicle while the parking brake is applied. Again, the vehicle should not move. Parking brake should be adjusted to hold the vehicle in all terrains.</p>
24	<p><b><u>Back-Up Alarm</u></b>  While depressing the brakes shift the vehicle into reverse and check the audible back-up alarm.</p>

Table 3: "A" Level Inspection Components (cont.)

25	<p><b><u>Driver's &amp; Panel Lamps</u></b>                  Inspect the interior lights. Check step well lights if applicable for proper function by opening door. Check dome light switch/rheostat. Check turn signal and the hi-lo beam switches as well as the indicators on dash for proper function.                  Check all emergency exit lights at emergency windows and rear exit door. Check all dash and gauge lights for proper operation.</p>
26	<p><b><u>Interior Mirrors/ Sun Visor</u></b>                  Check inside rear view mirror(s) for proper mounting, adjustment, and condition of the glass. Also check the right and left exterior mirrors for adequate field of vision. Check sun visor.</p>
<b>Item #</b>	<b>Component</b>
27	<p><b><u>Windshield Wipers &amp; Washers</u></b>                  Inspect windshield for cracks, scratches, and any visible damage. Operate windshield wipers through all ranges on wet glass. Check washer fluid level.</p>
28	<p><b><u>Climate Control System/ Fans</u></b>                  Operate and check heater and air conditioning controls through all selector ranges and check varying fan speed for proper function. Check rear unit output as applicable.</p>
29	<p><b><u>Fare Collection System</u></b>                  If equipped, ensure fare collection equipment is securely mounted and operating properly.</p>
30	<p><b><u>Cleanliness</u></b>                  Check the general cleanliness of the vehicle interior.</p>
<b>Exterior Inspection</b>	
31	<p><b><u>Check for Damage/ Corrosion/ Bumpers &amp; Mounts/ Decals</u></b>                  Inspect exterior of vehicle for signs of body damage, missing trim, decals, paint condition, and any signs of developing rust. Check front and rear bumpers. Inspect for loose, damaged or missing hardware. Note and repair any significant damage. Inspect the outside of all windows for cracks, blemishes, or other damage. Inspect mirror brackets for secure mounting or rusting. Check mirrors for broken/fading glass.</p>
32	<p><b><u>Condition of All Glass</u></b>                  Inspect the outside of all windows for cracks, blemishes, or other damage.</p>
33	<p><b><u>Wiper Blades &amp; Arms</u></b>                  Inspect condition of windshield wiper blades and arms. Replace if needed.</p>

Table 3: "A" Level Inspection Components (cont.)

34	<b><u>Exterior Mirrors</u></b> Inspect mirror brackets for secure mounting or rusting. Check mirrors for broken/fading glass.
35	<b><u>Check Light Lenses &amp; Reflectors</u></b> Check the condition of the exterior light lenses and reflectors.
36	<b><u>Check Operation of All Lights</u></b> Outside assistance may be required when making this check. Check parking, low and hi beam headlights, turn signal operation front and rear, and hazard flashers. Turn on all outside clearance lights and check operation. At this time also check license plate lights, back-up lights, brake lights, decal lights. All lighting must comply with the minimum requirements set for the in Florida Statutes 316.220, 316.221, 316.224, 316.225, 316.226, 316.234, and 316.235.
<b>Item #</b>	<b>Component</b>
37	<b><u>Condensor Fan Operation</u></b> Visually inspect fan blades for cracks, bends and proper clearance from shroud or screen. Check for debris. Turn on the air conditioning system and check fan operation. Listen for any unusual noises.
38	<b><u>All Access Doors/ Engine Cover &amp; Latch Operation</u></b> Inspect exterior access doors and lubricate hinges or spring latches as necessary. Check hood latch and lubricate. Check hood retainer bar.
39	<b><u>Tire Damage &amp; Wear</u></b> Inspect all tires for signs of uneven wear due to imbalance or improper front end alignment, check for exposed cord or steel belts, inspect valve cores, and check sidewalls for scrubbing or damage. Determine tread depth using tread depth gauge. Tread group pattern depth shall not be any less than 4/32 (1/8) inch, measured at any point on a major tread groove for tires on the steering axle and no less than 2/32 (1/16) inch measured at any point on a major tread groove for all other tires. Check air pressure in all tires including spare using tire air gauge. Check condition of spare tire and mounting. Check tires for cuts, nails, or other embedded foreign objects. Check all wheels, including spare, for any damage, welds, or improper bead seating of tire. Check for missing balance weights. Check hubcaps for secure mounting.
40	<b><u>Check Wheels/ Lug Nuts/ Valve Stems</u></b> Check wheel lugs for proper torque. Inspect rims for any signs of damage or cracks. Check for any missing lug nuts.

Table 3: "A" Level Inspection Components (cont.)

41	<b><u>Fuel Cap and Door</u></b> Check fuel cap for proper fit and any signs of damage to fuel servicing piping/ hoses.
42	<b><u>Leveling</u></b> Check vehicle for proper leveling.
<b>Engine Compartment</b>	
43	<b><u>Clean Batteries and Terminal Ends/ Check Electrolyte Level</u></b> Check battery mounting tray condition for corrosion and wear. Check battery case for cracking or damage. Check post and fasteners for corrosion – clean and cover with protectant. If applicable check and service water levels. If equipped with a maintenance free battery, check "green" indicator.
44	<b><u>Check Battery Hold Downs/ Cables/ Ground Straps</u></b> Check battery hold downs. Check cables for fraying or signs of deterioration. Check battery slide out tray for proper function.
45	<b><u>Record Voltage Output</u></b> Record battery output voltage.
46	<b><u>Check Belts/ Tensioners &amp; Hoses/ Air Compressor Mounting</u></b> Inspect all belts for signs of wear, fraying, cracks, glazing, and proper tension. Inspect heater hoses and connections. Check air compressor mounting for alignment, missing / loose bolts and bracket fractures and/or breaks.
<b>Item #</b>	<b>Component</b>
47	<b><u>Check All Fluids</u></b> Check transmission fluid level with the fluid warm and the engine running. Check color of fluid for any signs of overheating. Also check the fluid levels for engine oil, engine coolant, power steering fluid, brake fluid and windshield washer fluid.
48	<b><u>Inspect for Leaks</u></b> Inspect all lines, hoses and reservoirs for signs of leakage. Check engine, transmission, differential and all engine accessories for signs of leaks around gaskets, seals, drain plugs, etc. Repair as necessary.
50	<b><u>Check Radiator Core/ Mounts</u></b> Inspect radiator cap for signs of leaks or pressure loss. Before removing the cap allow the engine to cool down. Relieve any built-up pressure in the system. Remove and inspect the radiator cap. At this time, the radiator cores and the interior of the radiator housing may be visually inspected for corrosion or clogging. Also, if circulation problems are suspected, operation of the water pump and circulation of the coolant may be verified with the engine running.
51	<b><u>Check Wiring for Routing/ Chafing &amp; Loose Connections</u></b> Inspect wiring for signs of chafing, corrosion, loss of insulation and crimping. Ensure wiring does not come in contact with moving parts or heated surfaces.

Table 3: "A" Level Inspection Components (cont.)

52	<b><u>Check Engine Mounts</u></b> Check for any signs of loose hardware or deterioration.
----	--

53	<p><b><u>Replace Engine Oil &amp; Filter</u></b></p> <p>Change oil according to manufacturer’s specifications either under the normal or severe duty operating conditions. The information listed below defines which schedule you need to follow for each vehicle.</p> <ul style="list-style-type: none"> <li>• If operating under every day driving conditions, use the recommendations for normal operating conditions.</li> <li>• If operating under the following conditions listed below, use the recommendations for severe operating conditions:             <ul style="list-style-type: none"> <li>○ Making frequent short trips (less than five miles)</li> <li>○ Driving in hot weather stop-and-go traffic</li> <li>○ Driving at sustained high speeds during hot weather</li> <li>○ Driving in areas with heavy dust (gravel roads, construction zones, etc.)</li> <li>○ Making frequent short trips (less than 10 miles) when temperatures are below freezing</li> <li>○ Extensive idling and/or low speed driving for long periods of time (taxi, police, door-to-door delivery, etc.)</li> <li>○ Towing a trailer</li> </ul> </li> </ul>
54	<p><b><u>Check Air Filter</u></b></p> <p>Remove air filter and inspect. Inspect air intake hoses and clamps. Visually inspect all vacuum hoses and connections. Replace air filter as needed.</p>
<b>Item #</b>	<b>Component</b>
55	<p><b><u>Check Fuel Filter</u></b></p> <p>Check and/or replace fuel filter. Inspect fuel lines for leaks or damage.</p>
56	<p><b><u>Check/ Clean A/C Filters &amp; Cores/ Lines for Routing/ Chafing</u></b></p> <p>Remove filters and clean or replace, if equipped. Inspect lines for any signs of leaks or chafing. Clean condenser and evaporator fins of any debris.</p>
57	<p><b><u>A/C Compressor Mounting/ Clutch</u></b></p> <p>Inspect compressor for any loose or missing hardware. Check pulley alignment and correct if needed. Ensure all wiring is securely routed.</p>



**Chassis/Drive Line**

Table 3: "A" Level Inspection Components (cont.)

<p>61</p>	<p><b>Check Ball Joints</b>                  Inspect all ball joints according to manufacturer’s recommendations. Lubricate after inspection. Check king pins if applicable.                  Due to varying road conditions, vehicle type, age of vehicle, and type of joint, it is recommended that you check the ball joints on every “A” inspection or if any of the following symptoms are observed:</p> <ul style="list-style-type: none"> <li>• Front wheel shimmy at low speed</li> <li>• Steering wander</li> <li>• Clunking noises from the front suspension</li> <li>• Camber wear on the tires</li> </ul> <p><b>Note:</b> <i>Most original equipment ball joints today are designed to provide many miles of durability. Many never make it that far for a variety of reasons. One is wear. The constant friction created by turning and driving creates friction between the ball stud and bearing. The rougher the roads and the heavier the vehicle, the faster the rate of wear will occur. Wear can be further accelerated by contamination and/or lack of lubrication. With a greaseable joint, lubing the chassis periodically is necessary to maintain a layer of grease within the joint. Lubing the joint also helps flush out the old grease and contaminants, which extends the service life of the joint. Most OEM ball joints today as well as some aftermarket replacement joints are "sealed for life" and have no grease fittings. Load carrying ball joints do tend to wear at a faster rate than their unloaded counterparts because of the weight they carry. That's why the lower ball joints on an SLA (short long arm) suspension typically wear out before the upper joints.</i></p>
<p>62</p>	<p><b>Steering Gear/ Linkage &amp; Arms</b>                  Check steering column for any absence or looseness of U-bolts or positioning parts; worn, faulty, or any welded universal joints. Check steering wheel broken spokes or cracks and for securement.                  Check steering box for any mounting bolts loose or missing, any cracks in gear box or mounting brackets. Check for any looseness of the pitman arm on the steering gear output shaft. Check for leaks.</p>
<p><b>Item #</b></p>	<p><b>Component</b></p>
<p>63</p>	<p><b>Steering Shaft &amp; Free Play</b>                  Check for any motion, other than rotational, between any linkage member and its attachment point. Check for loose clamps or clamp bolt on tie rod or drag link. Check for linkage components that are not secured with proper pins or devices. Check for any looseness in any threaded joint.</p>

Table 3: "A" Level Inspection Components (cont.)

64	<b><u>Lube Chassis</u></b> Lubricate all steering and suspension zirk fittings.
66	<b><u>Check Differential Oil Level/ Clean Breather/ Check Axle Seals</u></b> Check for proper level. Ensure breather is clean. Check seals for any signs of leakage. Ensure all hardware is secure.
72	<b><u>Check Exhaust System for Mounting/ Leaks/ Restriction</u></b> Check the exhaust system for mounting, routing, leaks and restrictions.
<b>Wheelchair Lift Inspection</b>	
75	<b><u>Lift Manufacturer Tag/ Month &amp; Year Manufactured/ State of FL Certificate</u></b> Check that each wheelchair lift or ramp are legibly and permanently marked by the manufacturer or installer with the following information: <ul style="list-style-type: none"> <li>• The manufacturer's name and address</li> <li>• The month and year of manufacture</li> </ul> A certificate that the wheelchair lift or ramp securement devices, and their installation, conform to State of Florida requirements applicable to accessible buses.
76	<b><u>Check Lift Wiring for Routing/ Chafing &amp; Loose Connections</u></b> Inspect all lift wiring for proper routing. Inspect pendant cord for any damage.
77	<b><u>Check Lift for Damage/ Inspect Lift Anchor Bolts</u></b> Inspect lift towers for proper alignment. Ensure lift mounting hardware is secure.
78	<b><u>Cycle Lift – Check all Safety Systems Including Barriers</u></b> Cycle lift from stow position to floor level and check outboard roll stop barrier for proper latching. Continue to lower lift to ground level and check for any leaking, damaged, missing parts, and for smooth operation. Raise lift from ground level. With platform slightly off ground make certain the outboard roll stop barrier raises and it is latched securely. This must be performed by visually inspecting the latching mechanism to ensure it is in the correct locked position and by physically attempting to pull/push barrier down with an adequate amount of force to make certain the barrier is secured. Continue to raise lift to floor level and check for any unusual noises or abnormal operation. Stand on lift platform or place at least 50 pounds of weight on platform and attempt to stow lift. Lift should not fold in. Remove weight and stow lift. Due to varying lift configurations refer to your lifts Owner's Manual for a list of warning lights and audible alarms to ensure all of these safety warning devices are working properly.
79	<b><u>Record Lift Cycle Count</u></b> Document the lift cycle count on your preventative maintenance inspection form.
80	<b><u>Check for Hydraulic Leaks/ Level</u></b> Inspect cylinders, hoses, pump and reservoir for any signs of leaks. Check for proper fluid level.
81	<b><u>Clean, Lubricate &amp; Adjust Lift As Needed</u></b> Check lift padding and labels. Check lift manual operation and instruction label. Lubricate appropriate lube points. (see illustrations at the end of this section) Refer to original owner's manual for lift adjustments if necessary.

Table 3: "A" Level Inspection Components (cont.)

Item #	Component
<b>Tire Tread Depth/Inflation</b>	
87	<b><u>L/ Front</u></b> Record the tread depth for the left front tire.
88	<b><u>R/ Front</u></b> Record the tread depth for the right front tire.
89	<b><u>R/R Inside</u></b> Record the tread depth for the right rear inside tire, if applicable.
90	<b><u>R/R Outside</u></b> Record the tread depth for the right rear outside tire.
91	<b><u>L/R Inside</u></b> Record the tread depth for the left rear inside tire, if applicable.
92	<b><u>L/R Outside</u></b> Record the tread depth for the left rear outside tire.
93	<b><u>L/Front</u></b> Record the air pressure for the left front tire.
94	<b><u>R/ Front</u></b> Record the air pressure for the right front tire.
95	<b><u>R/R Inside</u></b> Record the air pressure for the right rear inside tire, if applicable.
96	<b><u>R/R Outside</u></b> Record the air pressure for the right rear outside tire.
97	<b><u>L/R Inside</u></b> Record the air pressure for the left rear inside tire, if applicable.
98	<b><u>L/R Outside</u></b> Record the air pressure for the left rear outside tire, if applicable.

Table 4: "B" Level Inspection Components

Remember, during a "B" level inspection, all "A" level components must also be checked.

Item #	Component
<b>Chassis/Drive Line</b>	
59	<p><b><u>Shocks/ Springs/ MOR/ryde</u></b>                      Inspect shock absorber cylinders for signs of leakage. Check bushings for signs of wear and the mounting brackets for secure mounting. Inspect coil and/or leaf springs for signs of damage or wear. Check MOR/ryde shear springs if equipped. If equipped with air springs check for leaks, cracks and dry rotting.</p>
60	<p><b><u>Torque Rods</u></b>                      Inspect for any damaged or missing bushings. Ensure all hardware is intact and secure.</p>
65	<p><b><u>Check Drive Shaft &amp; U-Joints</u></b>                      Check the driveshaft chock wheels if needed and place transmission in neutral. Grasp either side of the u-joint and rotate it back and forth while watching and feeling for any play between the cross and the yoke. If the cross moves inside the yoke, replacement of the u-joint is warranted. Check slip joint for play. On vehicles with two piece drive shafts, check center support bearing for excessive compression of the rubber insulator. Inspect the center support bearing by rotating the inner race while holding the outer race. Replace if there is evidence of roughness or wear. Lubricate driveline u-joints and slip yoke.</p>
70	<p><b><u>Check Brakes (Pull Wheels)</u></b>                      Remove wheels and inspect all brake pads/linings for wear.</p>
71	<p><b><u>Air Tank Mounting/ Lines and Valves</u></b>                      Check air tank(s), lines and valves for secure mounting. Look for any loose or missing hardware. Check for leaks.</p>
73	<p><b><u>Underbody/ Mounts &amp; Frames</u></b>                      Inspect underbody mounts and frame for proper securement. Look for any loose or missing hardware, bushing deterioration, cracks, etc.</p>
74	<p><b><u>Fuel Tank Mounting &amp; Fuel Leaks</u></b>                      Check fuel tank for secure attachment to vehicle by inspecting for loose, broken or missing mounting bolts or brackets (some fuel tanks use springs or rubber bushings to permit movement).                      Check fuel system for any visible leak at any point.</p>
<b>Brake Inspection</b>	
82	<p><b><u>Brake Foundation/ Lines/ Rotors/ Drums</u></b>                      Check rotors/drums for wear, scoring, and warping. Check calipers/cylinders and brake lines for signs of wear, chafing or leaks. Check for any dirt or grease accumulation on the brake system.</p>
83	<p><b><u>L/ Front % Worn</u></b>                      Record the wear observed on the left front brake.</p>
84	<p><b><u>R/ Front % Worn</u></b>                      Record the wear observed on the right front brake.</p>
85	<p><b><u>L/ Rear % Worn</u></b>                      Record the wear observed on the left rear brake.</p>
86	<p><b><u>R/ Rear % Worn</u></b>                      Record the wear observed on the right rear brake.</p>

Table 4: "B" Level Inspection Components (cont.)

Item #	Component
<b>Test Drive</b>	
99	<p><b><u>Check Engine Performance</u></b>            Start engine and check for any unusual noises. Check exhaust stream for any unusual color, odor or sound. Check for any active or inactive fault codes and if the engine has any outstanding Technical Service Bulletins from manufacturer. During operational test drive, check for smoothness of acceleration.</p>
100	<p><b><u>Check Shift Points</u></b>            During operational test drive, check operation and position of shift lever and indicator. Check operation in each gear. Check shift points through all gear ranges in drive position.</p>
101	<p><b><u>Steering</u></b>            During operational test drive, check the centering of the steering wheel and the smoothness of turns. Also check for looseness in steering wheel.</p>
102	<p><b><u>Suspension</u></b>            During operational test drive, check for proper tracking of the vehicle, balance of tires, and front end alignment.</p>
103	<p><b><u>Brakes</u></b>            Check for smooth pedal operation during braking. Check for any pulling, vibrating or shaking while braking. Check for any unusual noises such as grinding or squealing coming from wheels.</p>
104	<p><b><u>Speedometer</u></b>            During operational test drive, check operation of speedometer.</p>

Table 5: "C" Level Inspection Components

Remember, during a "C" level inspection, all "A" and "B" level components must also be checked.

Item #	Component
<b>Engine Compartment</b>	
49	<p><b><u>Test Anti-Freeze Protection</u></b>            Test antifreeze for proper protection level using the correct testing equipment. The protection should be at least -34 degrees which represents a 50/50 mixture of water and antifreeze. More protection may be desired depending on your specific climate region. Coolant should appear clean and translucent.            Add, change or flush coolant as necessary to provide adequate protection.</p>
58	<p><b><u>A/C Pressure Check</u></b>            Each spring, prior to the season for constant air conditioning use, the air conditioning system should be scheduled for a thorough operational check. The system should be checked with the appropriate air conditioning service equipment and gauges. Check the entire system for leaks. Note: The Freon level should be checked and serviced as necessary.            If the system is to be serviced with the opening of a closed system, the complete system should be evacuated; the receiver dryer replaced and the system must be completely recharged, including refrigerant oil.  <b>Note: All air conditioning work involving opening the system for repair and recharging must be performed by a licensed certified technician.</b></p>
<b>Chassis/Drive Line</b>	
69	<p><b><u>Check Front Wheel Bearings</u></b>            Remove and inspect front wheel bearings, clean and lubricate or replace if necessary.</p>
<b>OEM Recommended Intervals</b>	
67	<p><b><u>Drain &amp; Refill Differential</u></b>            Drain and refill differential fluid according to the vehicle's OEM recommended interval. Invoices or work orders documenting this must be placed in the vehicle's history file.</p>
68	<p><b><u>Replace Transmission Fluid/ Filter</u></b>            Remove transmission pan and drain fluid according to the vehicle's OEM recommended interval. If the transmission torque converter is equipped with a drain plug, drain fluid from it as well. Inspect debris in the bottom of pan for signs of internal transmission damage. Check the color of fluid for signs of overheating. Remove and replace filter screen. Note any abnormalities on the check off sheet. Invoices or work orders documenting this must be placed in the vehicle's history file.</p>

## Documenting Preventative Maintenance Inspections

The *FDOT Preventative Maintenance Standards Manual* provides a recommended preventative maintenance inspection form titled *Preventive Maintenance Inspection Report* that uses the ABC progressive inspection method and complies with FDOT's minimum maintenance requirements. A sample of this form is provided as Figure 3 on the following page.

Preventative maintenance inspection forms must be thoroughly completed and include basic information about the inspection such as the date and mileage at the time of the inspection. It must also properly identify whether each vehicle component item inspected was found to be ok or deficient. If a safety sensitive item is found to be defective, the vehicle cannot be utilized for service again until the appropriate repairs have been made.

Any repair work conducted as a result of defects identified during the preventative maintenance inspection should be attached to the inspection form. Completed preventative maintenance inspection forms and corresponding work orders should then be filed in the vehicle's history file for the life of the vehicle.

# EXHIBIT G

## Preventative Maintenance Inspection Compliance Report



PREVENTIVE MAINTENANCE INSPECTION REPORT				Agency _____											
				Address _____											
				City _____											
				State _____ Zip _____											
Bus ID # _____		Date: _____		Miles _____											
Inspector's Signature _____		Printed Name _____		Employee # _____											
Inspection Type: <input type="checkbox"/> Inspection <input type="checkbox"/> Inspection <input type="checkbox"/> Inspection															
Condition Indicators: <input checked="" type="checkbox"/> = Okay <input checked="" type="checkbox"/> X = Item was repaired or adjusted <input type="checkbox"/> O = Follow up required N/A = Not Applicable															
#	Interior	A	B	C	#	Exterior (cont.)	A	B	C	#	Chassis/Drive Line (cont.)	A	B	C	
1	Passenger Door/Check Operation of All Interlocks and/or Starter Interrupt				36	Check Operation of All Lights				71	Air Tank Mounting/Lines & Valves				
2	Stander Line & Warning				37	Condenser Fan Operation				72	Check Exhaust System for Mounting/Leaks/Restriction				
3	Flooring/ Steps/All Interior Panels				38	All Access Doors/Engine Cover & Latch Operation				73	Underbody/Mounts & Frame				
4	Wheelchair Belts/Floor Anchors				39	Tire Damage & Wear				74	Fuel Tank Mounting & Fuel Leaks				
5	Passenger Seat Condition/ Foldaway Seat Operation				40	Check Wheels/Lug Nuts/Valve Stems				<b>Wheel Chair Lift</b>					
6	Passenger Seat Belts				41	Fuel Cap and Door				75	Lift Manufacturer Tag/Month and year of Manufacture/ State of FL Certificate				
7	Stanchions & Hand Rails				42	Leveling				76	Check Lift Wiring for Routing/ Chafing & Loose Connections				
8	Roof Hatches/Operation				<b>Engine Compartment</b>					77	Check Lift for Damage/ Inspect Lift Anchor Bolts				
9	Emergency Door and Window Operation				43	Clean Batteries and Terminal Ends/Check Electrolyte Level				78	Cycle Lift -Check all Safety Systems Including Barriers				
10	Fire Extinguisher/First Aid Kit Emergency Triangles/Spill Kit				44	Check Battery/Hold Downs/Cables/Ground Straps				79	Record Lift Cycle Count				
11	Fire Suppression System				45	Record Voltage Output _____ V				80	Check for Hydraulic Leaks/ Level				
12	Interior Lights				46	Check Belts/Tensioners & Hoses/ Air Compressor Mounting				81	Clean, Lubricate and Adjust Lift As Needed				
13	Vehicle Registration/Plates				47	Check All Fluids				<b>Brake Inspection</b>					
<b>Drivers Compartment</b>					48	Inspected for Leaks				82	Brake Foundation/ Lines/Rotors/Drums				
14	Brake & Accelerator Pedals				49	Test Anti-Freeze Protection				83	L/Front % Worn:				
15	Drivers Seat & Belt				50	Check Radiator Core/Mounts				84	R/Front % Worn:				
16	Horn Operation				51	Check Wiring for Routing/Chafing & Loose Connections				85	L/Rear % Worn:				
17	Service Brake Operation				52	Check Engine Mounts				86	R/Rear % Worn:				
18	Ignition System (Start Engine)				53	Replace Engine Oil & Filter				<b>Tire Tread Depth/Inflation</b>					
19	Check All Gauges/Switches				54	Check Air Filter				87	L/Front /32				
20	Check Fast Idle				55	Check Fuel Filter				88	R/Front /32				
21	Check Air Sylem Pressures/Perform Leak Down Test				56	Check/Clean A/C Filters & Cores/Lines for Routing/Chafing				89	R/R Inside /32				
22	Shift Lever Operation				57	A/C Compressor Mounting/Clutch				90	R/R Outside /32				
23	Parking Brake Operation				58	A/C Pressure Check				91	L/R Inside /32				
24	Back-Up Alarm				<b>Chassis/Drive Line</b>					92	L/R Outside /32				
25	Driver's & Panel Lamps				59	Shocks/Springs/MOR/tyde				93	L/Front PSI				
26	Interior Mirrors/Sun Visor				60	Torque Rods				94	R/Front PSI				
27	Windshield Wipers & Washers				61	Check Ball Joints				95	R/R Inside PSI				
28	Climate Control System/Fans				62	Steering Gear/Linkage & Arms				96	R/R Outside PSI				
29	Fare Collection System				63	Steering Shaft & Freeplay				97	L/R Inside PSI				
30	Cleanliness				64	Lube Chassis				98	L/R Outside PSI				
<b>Exterior</b>					65	Check Drive Shaft & U-Joints				<b>Test Drive</b>					
31	Check for Damage /Corrosion/Bumpers & Mounts/Decals				66	Check Differential Oil Level/Clean Breather/Check Axle Seats				99	Check Engine Performance				
32	Condition of All Glass				67	Drain & Refill Differential				100	Check Shift Points				
33	Wiper Blades & Arms				68	Replace Transmission Fluid/Filter				101	Steering				
34	Exterior Mirrors				69	Check Front Wheel Bearings				102	Suspension				
35	Check Light Lenses & Reflectors				70	Check Brakes (Pull Wheels)				103	Brakes				
											104	Speedometer			
Notes															

v071117

# EXHIBIT H

## Required Federal Supplements

**PART A: GENERAL CONDITIONS – APPLICABLE TO ALL CONTRACTS****1. NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES.**

- a) City and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to City, Contractor, or any other party (whether or not a party to that Contract) pertaining to any matter resulting from the underlying Contract.
- b) Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the Subcontractor who will be subject to its provisions.

**2. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.**

- a) Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA-assisted project for which this Contract work is being performed. In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.
- b) Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a Contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on Contractor, to the extent the Federal Government deems appropriate.
- c) Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the Subcontractor who will be subject to the provisions.

**3. FEDERAL CHANGES.**

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures, and directives, including without limitation those listed directly or by reference in the Master Agreement between County, City, and the FTA, as they may be amended or promulgated from time to time during the term of this Contract. Contractor's failure to so comply shall constitute a material breach of this Contract. Contractor agrees to include this language in each Subcontract financed in whole or in part with Federal assistance provided by FTA.

**4. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS.**

The provisions contained in this FTA/USDOT Funding Supplement include, in part, standard terms and conditions required by the U.S. Department of Transportation (USDOT), whether or not expressly set forth in the Contract provisions. All contractual provisions required by USDOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008, and as may be amended, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Broward County requests which would cause the County to be in violation of the FTA terms and conditions. Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA.

**5. ACCESS TO RECORDS AND REPORTS**

- a) Contractor agrees to provide County, CCity, and the FTA Administrator, the Comptroller General of the United States, or any of their authorized representatives, access to any books, documents, papers, and records of Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17, to provide the FTA Administrator or his authorized representatives including any Project Management Oversight ("PMO") Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
- b) In the event that CCity, which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a), enters into a Contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, Contractor shall make available records related to the Contract to CCity, the Secretary of Transportation and the Comptroller General or any authorized officer, agent, or employee of any of them for the purposes of conducting an audit and inspection.
- c) Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

- d) Contractor agrees to maintain all books, records, accounts and reports required under this Contract for a period of not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until County, City, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

## 6. CIVIL RIGHTS REQUIREMENTS

- a) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- b) Equal Employment Opportunity
- (1) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq. (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.
- (2) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

(3) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

(4) Equal Employment Opportunity Requirements for Construction Activities: In addition to the foregoing, when undertaking "construction" as recognized by the U.S. Department of Labor (U.S. DOL), the Contractor agrees to comply, and assures the compliance of each subcontractor, with:

(a) U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq.,

(b) Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246 Relating to Equal Employment Opportunity."

c) Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

## **7. DISADVANTAGED BUSINESS ENTERPRISE (DBE)**

a) This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation (DOT) Financial Assistance Programs.

b) The Contractor agrees that it shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of Contract, which may result in the termination of the Contract or such other remedy as City may deem appropriate. Each subcontract the Contractor signs with a Subcontractor must include the assurance in this paragraph.

c) The Disadvantaged Business Enterprise (DBE) regulation (49 CFR Part 26) establishes requirements for setting an overall goal for DBE participation in federally-funded contracts. This rule requires recipients of federal funds to use a methodology based on demonstrable data of relevant market conditions and is

designed to reach a goal CCountyty would expect DBEs to achieve in the absence of discrimination.

- d) Since this project is funded in part using federal funds, it is the policy of the Broward County Office of Economic and Small Business Development to ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, are afforded maximum opportunity to receive and participate as Subcontractors and suppliers on all Contracts awarded by County; therefore, good-faith efforts must be made to provide DBEs an opportunity to participate in the project in accordance with the DBE Program Plan.
- e) County fully supports the Federal government's Disadvantaged Business Enterprises Program.
- i. The overall goal setting provisions of 49 CFR Part 26 require that the CCountyty, as a recipient of federal funds, set overall goals based on demonstrable evidence of the relative availability of ready, willing and able DBEs in the areas from which the CCountyty obtains contractors. In this regard, the CCountyty has established DBE participation goals, and said goals have been established based primarily on the availability of certified DBE firms that are ready, willing, and able to participate in the project.

The Office of Economic and Small Business Development will review all forms to determine bidders'/proposers' responsibility:

1. Letter of Intent to Utilize a DBE Subcontractor/Subconsultant – Exhibit Q.
2. DBE Good Faith Effort Evaluation Report only required if goals were not met – Exhibit R.

These forms are included herein as Exhibits 1 and 2. **All forms may be downloaded from the Small Business Development Division website.** <http://www.broward.org/ECONDEV/SMALLBUSINESS/Pages/compliance.aspx>

**IF DBE PARTICIPATION HAS BEEN TARGETED THROUGH RACE-NEUTRAL MEANS (NO DBE NUMERICAL PARTICIPATION GOAL), EACH BIDDER/RESPONDER IS STRONGLY ENCOURAGED TO SUBMIT THE FORMS SET FORTH ABOVE PRIOR TO AWARD OF YOUR BID, OFFER, OR PROPOSAL.**

**Letter of Intent (Exhibit Q):** Letter of Intent must be executed by the Bidder and countersigned by all DBE Subcontractors.

Each DBE listed on the Letter of Intent must be certified prior to bid opening as DBE in order to be eligible for award.

For further information regarding DBE submittals, contact the Office of Economic and Small Business Development Division at (954) 357-6400.

**Application for Evaluation of Good Faith Effort (Exhibit R):** Bidder that submits an **Application for Evaluation of Good Faith Effort**, Exhibit R, must be able to demonstrate through proper documentation its reasonable good-faith efforts to meet the goal, if Bidder wishes to remain eligible for award.

Reasonable efforts as determined by the Office of Economic and Small Business Development to meet the DBE Participation goals may include, but are not limited to:

- Attendance at any scheduled pre-bid meeting concerning DBE participation.
- Timely advertisement in general circulation media, trade association publications, and minority-focus media.
- Timely notification of minority business or Contractor groups and associations of solicitation for specific sub-bids.
- Proof of written solicitations to DBE firms.
- Efforts to select portions of the work proposed to be performed by DBE in order to increase the likelihood of achieving the stated goal.
- Efforts to provide DBEs that need assistance in obtaining bonding or insurance required by the Bidder or County.
- A report submitted by the Bidder to the Small Business Development Division prior to award explaining the Bidder's efforts to obtain DBE participation. The report shall include the following:
  - A detailed statement of the timely efforts made to negotiate with DBEs including, at a minimum, the names, addresses and telephone numbers of DBEs who were invited to bid or otherwise contacted;
  - A description of the information provided to DBE regarding the plans and specifications for portions of the work to be performed; and a detailed statement of the reasons why additional Contracts with DBE, if needed to meet the stated goal, were not reached.
  - A detailed statement of the efforts made to select portions of the work proposed to be performed by DBE in order to increase the likelihood of achieving the stated goal.
  - As to each DBE that bids on a subcontract but declared "unqualified" by the Bidder, a detailed statement of the reasons for the Bidder's conclusion.
  - As to each DBE invited to bid, but the Bidder considers to be unavailable because of a lack of bid response or submission of a bid which was not the low responsible bid, an Unavailability of DBE Certificate signed by the Bidder.

For the purposes of goal achievement, the County requires the successful Bidder to use firms certified as DBEs in accordance with Federal Guidelines.



The Florida Department of Transportation (FDOT) maintains a directory of certified DBE firms that are eligible to participate on DBE contracts within the state of Florida.

A listing of these DBEs can be viewed at the following Unified Certification Program (UCP) Website:

<http://www3b.dot.state.fl.us/equalopportunityofficebusinessdirectory/>

**IF DBE PARTICIPATION HAS BEEN TARGETED THROUGH RACE-NEUTRAL MEANS, THE FORMS SET FORTH ABOVE NEED NOT BE SUBMITTED.**

For purposes of this section, the term, “DBE Race-Neutral Participation,” means the Office of Economic and Small Business Development Division (OESBD) has determined that because federal funds are available for this project, DBE participation has been targeted through the use of RACE-NEUTRAL means. Race-Neutral does not mean that no efforts are made to facilitate DBE participation. Race-Neutral DBE participation occurs when a DBE wins a contract or subcontract that was not assigned numerical DBE goals, or when the DBE status was not considered in making the award. Some-examples of Race-Neutral means can be found in 49 CFR 26.51.

Although there are no numerical goals assigned to DBE race-neutral participation projects, bidders/responders are highly encouraged to utilize the services of DBE-certified firms as much as possible.

- f) Contractor agrees that throughout the term of this Contract, the services as provided by the firms listed on **Exhibit Q (Letter of Intent)** shall remain at least at the percentage levels set forth therein.
- g) Contractor shall pay its Subcontractors and suppliers within ten (10) days for a construction Contract or within thirty (30) days for a non-construction Contract following receipt of payment from the County for such subcontracted work or supplies. Contractor agrees that if it withholds an amount as retainage from its Subcontractors or suppliers, that it will release such retainage and pay same within ten (10) days for a construction Contract or within thirty (30) days for a non-construction Contract following receipt of payment of retained amounts from County, or within ten (10) days for a construction Contract or within thirty (30) days for a non-construction Contract after the Subcontractor has satisfactorily completed its work, whichever shall first occur.
- h) Contractor agrees that nonpayment of a Subcontractor or supplier shall be a material breach of this Contract and that County may, at its option, increase allowable retainage or withhold progress payments unless and until Contractor demonstrates timely payments of sums due to such Subcontractors or suppliers. Contractor agrees that the presence of a "pay when paid" provision in a subcontract shall not preclude County's inquiry into allegations of nonpayment. The foregoing remedies shall not be employed when Contractor demonstrates that failure to pay results from a bona fide dispute with its Subcontractor or supplier.

- i) Contractor agrees to complete and submit a monthly report to the Office of Economic and Small Business Development, with copy to the using department project manager, on DBE participation, which should contain a record of payments made to its DBE Subcontractors during the current reporting period. Contractor shall utilize the form attached as **Exhibit S – Monthly DBE Utilization Report**.
- j) Contractor agrees to complete and submit a Final Monthly DBE Participation Report containing the total amount paid to its DBE Subcontractors. This report must be submitted with the Contractor's request for final payment and release of retainage, if applicable. Contractor shall utilize the form attached as **Exhibit T - Final Monthly DBE Utilization Report**.
- k) Contractor shall certify to County the amounts paid to each DBE involved in the project as either a joint venture partner or pursuant to a subcontract with the disadvantaged businesses. All such certifications shall be signed by both Contractor and DBEs. One of the main purposes of these provisions is to make sure that DBEs actually perform work committed to them at Contract award.
- l) Contractor agrees that failure to provide appropriate certification as to the payment of DBEs and participants in the Contract, and provide certification in a form acceptable to County that disadvantaged business participation requirements of the Contract have been met, notwithstanding any other provisions of this Contract, shall be cause for County to withhold further payments under the Contract until such time as such certification is received and accepted by County, and shall not entitle Contractor to terminate the Contract, to cease work to be performed, or to be entitled to any damages or extensions of time, whatsoever, due to such withholding of payment or delay in work associated thereto.
- m) If Contractor fails to comply with the requirements herein, County shall have the right to exercise any right or remedy provided in the Contract or under applicable law, with all such rights and remedies being cumulative.
- n) Contractor shall not terminate a DBE subcontract for convenience and then perform the work with its own forces or its affiliate without the County's prior written consent. Contractor shall inform County immediately when a DBE firm is not able to perform or if Contractor believes the DBE firm should be replaced for any other reason, so that the Office of Economic and Small Business Development may review and verify the good faith efforts of Contractor to substitute the DBE firm with another DBE firm. Whenever a DBE firm is terminated for any reason, including cause, Contractor shall make good faith efforts to find another DBE firm to perform the work required of the original DBE firm.

## **8. CONTRACT COMPLIANCE MONITORING.**

- a) Compliance monitoring is conducted to determine if Contractor and/or Subcontractors are complying with the requirements of the DBE Program. Failure of the Contractor to comply with this provision may result in the CCounty imposing

penalties or sanctions pursuant to the provisions of the DBE regulation, 49 CFR Part 26.

- b) Contract compliance will encompass monitoring for Contract dollar achievement and DBE Contractor utilization. The Office of Economic and Small Business Development staff will have the authority to audit and monitor all Contracts and Contract-related documents related to County projects. The requirements of the DBE Program are applicable to all Contractors, general Contractors, and Subcontractors.
- c) Contractor shall be responsible for ensuring proper documentation with regard to its utilization and payment of DBE Subcontractors.

#### **9. ENERGY CONSERVATION**

Contractor agrees to comply with mandatory standards and policies related to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act. Contractor further agrees to include this provision in each subcontract financed in whole or in part with federal assistance provided by FTA.

#### **10. TERMINATION.**

This Contract may be terminated for cause by the aggrieved party if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. This Contract may also be terminated for convenience by the Board. Termination for convenience by the Board shall be effective on the termination date stated in written notice provided by County, which termination date shall be not less than thirty (30) days after the date of such written notice. This Contract may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances in the event the County Administrator determines that termination is necessary to protect the public health or safety. The parties agree that if County erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided. This Contract may be terminated for cause for reasons including, but not limited to, Contractor's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to suitably perform the work; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Contract. This Contract may also be terminated by the Board:

Upon the disqualification of Contractor as a DBE by County's Director of the Office of Economic and Small Business Development Division if Contractor's status as a DBE was a factor in the award of this Agreement and such status was misrepresented by Contractor;

Upon the disqualification of Contractor by County's Director of the Office of Economic and Small Business Development due to fraud, misrepresentation, or material misstatement by Contractor in the course of obtaining this Contract or attempting to meet the DBE contractual obligations;

Upon the disqualification of one or more of Contractor's DBE participants by County's Director of the Office of Economic and Small Business Development if any such participant's status as a DBE firm was a factor in the award of this Contract and such status was misrepresented by Contractor or such participant;

a. Upon the disqualification of one or more of Contractor's DBE participants by County's Director of the Office of Economic and Small Business Development if such DBE participant attempted to meet its DBE contractual obligations through fraud, misrepresentation, or material misstatement; or

b. If Contractor is determined by County's Director the Office of Economic and Small Business Development to have been knowingly involved in any fraud, misrepresentation, or material misstatement concerning the DBE status of its disqualified DBE participant.

Notice of termination shall be provided in writing except that notice of termination by the County Administrator, which the CCountyty Administrator deems necessary to protect the public health, safety, or welfare, may be verbal notice that shall be promptly confirmed in writing.

In the event this Contract is terminated for convenience, Contractor shall be paid for any services properly performed under the Contract through the termination date specified in the written notice of termination. Contractor acknowledges and agrees that it has received good, valuable and sufficient consideration from CCountyty, the receipt and adequacy of which are hereby acknowledged by Contractor, for CCounty's right to terminate this Agreement for convenience.

**In the event that the underlying Contract contains a termination provision which conflicts with the termination provision above, the termination provisions set forth in the underlying Contract shall prevail over the termination provision set forth in this FTA/USDOT Funding Supplement.**

**PART B: ADDITIONAL REQUIREMENTS – CONDITIONAL****(Please read each qualifying condition carefully.)****11. RECYCLED PRODUCTS**

If this Contract is for items designated in Subpart B, 40 CFR Part 247 by the EPA, and County or Contractor procures \$10,000 or more of one of these items during the fiscal year or has procured \$10,000 or more of such items in the previous fiscal year using federal funds, the Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 USC 6962), including, but not limited to, the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

**12. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION**

If this Contract has a value of \$25,000 or more, this procurement is a covered transaction for purposes of 49 CFR Part 29. As such, the Contractor is required to verify that none of the Contractors, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The Contractor agrees to comply with 49 CFR 29, Subpart C, and must include the requirement to comply 49 CFR 29, Subpart C, in each Subcontract financed in whole or in part with federal assistance provided by FTA. **(The form for certifying compliance, Government-wide Debarment and Suspension, is attached as Exhibit J).**

**13. BUY AMERICA**

If this Contract exceeds \$150,000, the Contractor agrees to comply with 49 USC §5323(j)(13) and 49 CFR Part 661, which provide that federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j) (2) (C) and 49 CFR 661.11. Rolling stock must be assembled in the United States and have more than 65 percent domestic content.

A Bidder or offeror must submit to Cityty the appropriate Buy America certification, **the certification form is attached as Exhibit L**, with all bids or proposals on FTA-funded Contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America Certification must be rejected as nonresponsive.

**14. RESOLUTION OF DISPUTES**

Disputes – Unless the Contract provides otherwise, disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the City and County Administrator for the Contract.

This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the City Contract Administrator. In connections with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position.

The decision of the Contract Administrator shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute – Unless otherwise directed by City, Contractor shall perform under the Contract while matters in dispute are being resolved.

Unless the Contract provides otherwise, jurisdiction of any controversies or legal problems arising out of this Contract, 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 Contract 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 CONTRACT, CONTRACTOR AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.

#### **15. LOBBYING**

Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR Part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal Contract, grant, or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the City. **A Restrictions on Lobbying Certification is attached as Exhibit I.**

#### **16. CLEAN AIR**

The Clean Air requirements apply to all Contracts exceeding \$100,000, including indefinite quantities where the amount is expected to exceed \$100,000 in any year.

- a) Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 USC §7401, et seq. Contractor agrees to report each violation to City and agrees that City will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

- b) Contractor further agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with federal assistance provided by FTA.

#### **17. CLEAN WATER REQUIREMENTS**

If this Contract is valued at \$100,000 or more, Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq.

- a) Contractor agrees to report each violation to City and agrees that City will, in turn, report each violation as required to assure notification to the FTA and the appropriate EPA Regional Office.
- b) Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with federal assistance provided by FTA.

#### **18. BONDING REQUIREMENTS**

Contractor agrees to comply with the terms and conditions relating to bid guaranty, performance bond and payment bond ("Bonding Requirements") as set forth in the underlying Contract to which this FTA/USDOT Funding Supplement is attached. In the event that the underlying Contract involves a construction or facility improvement exceeding \$100,000, and the underlying Contract: (1) does not contain specific Bonding Requirements, or (2) the Bonding Requirements do not meet the minimum requirements set forth below, the following Bonding Requirements shall apply:

Contractor shall provide a bid guarantee from each Bidder equivalent to five percent (5%) of the bid price, a performance bond on the part of the Contractor for 100 percent (100%) of the Contract price and a payment bond on the part of the Contractor for 100 percent (100%) of the Contract price in the form and of a type acceptable by County.

#### **19. DAVIS-BACON AND COPELAND ANTI-KICKBACK ACTS**

If this purchase order or Contract involves a construction project over \$2,000, the Contractor agrees to comply with Davis-Bacon and Copeland Act requirements at 40 USC 3141, et seq., and 18 USC 874. The requirements of both Acts are incorporated into a single clause (see 29 CFR 3.11) and are set forth in 29 CFR 5.5(a). Section 29 CFR 5.5(a) is reproduced in its entirety below:

- a) The Agency head shall cause or require the contracting officer to insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to

make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in §5.1, the following clauses (or any modifications thereof to meet the particular needs of the agency; *provided*, that such modifications are first approved by the Department of Labor):

**(1) Minimum wages.**

- (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3) ), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any Contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; *provided*, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its Subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.
- (ii) a) The Contracting Officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. The City Procurement Officer



shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

b) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Procurement Officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the Procurement Officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within thirty (30) days of receipt and so advise the Procurement Officer or will notify the Contracting Officer within the thirty (30) day period that additional time is necessary.

c) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the Procurement Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Procurement Officer shall refer the questions, including the views of all interested parties and the recommendation of the Procurement Officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within thirty (30) days of receipt and so advise the Procurement Officer, or will notify the Procurement Officer within the thirty (30) day period that additional time is necessary.

d) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.

- (iii) Whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

- (iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *provided*, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

**(2) Withholding.**

City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this Contract or any other Federal Contract with the same prime Contractor, or any other federally-assisted Contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any Subcontractor the full amount of wages required by the Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the Contract, City may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

**(3) Payrolls and basic records.**

- (i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three (3) years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

- (ii) a) The Contractor shall submit weekly for each week in which any Contract work is performed a copy of all payrolls to City if the agency is a party to the Contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime Contractor is responsible for the submission of copies of payrolls by all Subcontractors. Contractor s and Subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Federal Transit Administration if the agency is a party to the Contract, but if the agency is not such a party, the Contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the City, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime Contractor to require a Subcontractor to provide addresses and social security numbers to the prime Contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or Subcontractor or his or her agent who pays or supervises the payment of the persons employed under the Contract and shall certify the following:

- (1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

- (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
- (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the Contract.
- c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.
- d) The falsification of any of the above certifications may subject the Contractor or Subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
- (iii) The Contractor or Subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of City or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or Subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### **(4) Apprentices and Trainees--**

- (i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first ninety (90) days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor

Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or Subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with

the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate, who is not registered and participating in a training plan approved by the Employment and Training Administration, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (iii) **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR part 30.
- (5) **Compliance with Copeland Act requirements.** The Contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this Contract.
- (6) **Subcontracts.** The Contractor or Subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any Subcontractors or lower tier Subcontractor with all the Contract clauses in 29 CFR 5.5.
- (7) **Contract termination: debarment.** A breach of the Contract clauses in 29 CFR 5.5 may be grounds for termination of the Contract, and for debarment as a Contractor and a Subcontractor as provided in 29 CFR 5.12.
- (8) **Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this Contract.
- (9) **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its Subcontractors) and the Contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**(10) Certification of eligibility.**

(i) By entering into this Contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government Contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government Contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**20. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

If this purchase order or Contract involves a construction project in excess of \$100,000 or more, the Contractor shall comply with the Contract and Work Hours Safety Act, 40 USC 3701 and 29 CFR 5.5 (b) are reproduced below.

As used in the paragraphs below, the terms laborers and mechanics include watchmen and guards.

- a) **Overtime requirements.** No Contractor or Subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times (1½) the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek.
- b) **Violation;** liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a) of this section, the Contractor and any Subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States (in the case of work done under Contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this section, in the sum of ten dollars (\$10.00) for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section.
- c) **Withholding for unpaid wages and liquidated damages.** City shall upon its own action or upon written request of an authorized representative of the

Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or Subcontractor under any such Contract or any other Federal Contract with the same prime Contractor, or any other federally-assisted Contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or Subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this section.

- d) **Subcontracts.** The Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a) through (d) of this section and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any Subcontractor or lower tier Subcontractor with the clauses set forth in paragraphs (a) through (d) of this section.

## 21. TRANSIT EMPLOYEE PROTECTIVE CONTRACTS

If this Contract involves transit operations performed by employees of a Contractor recognized by FTA to be a transit operator:

- a) Contractor agrees to comply with the applicable transit employee protective requirements, as follows:
- 1) **General Transit Employee Protective Requirements** - To the extent that FTA determines that transit operations are involved, Contractor agrees to carry out the transit operations work on the underlying Contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this Contract and to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Recipient's project from which Federal assistance is provided to support work on the underlying Contract. Contractor agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements this subsection 1., however, do not apply to any Contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2), or for projects for nonurbanized areas authorized by 49 U.S.C. § 5311. Alternate provisions for those projects are set forth in subsections 2. and 3. of this clause.
  - 2) **Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5310(a)(2) for Elderly Individuals and Individuals with Disabilities** - If the Contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5310(a)(2), and



if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for the state and the public body subrecipient for which work is performed on the underlying Contract, Contractor agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. § 5333(b), U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth in the Grant Contract or Cooperative Contract with the state. Contractor agrees to perform transit operations in connection with the underlying Contract in compliance with the conditions stated in that U.S. DOL letter.

- 3) **Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5311 in Nonurbanized Areas** - If the Contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, Contractor agrees to comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

- b) Contractor also agrees to include any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

## 22. FLY AMERICA

Contractor agrees to comply with 49 USC 40118 (the "Fly America" Act) in accordance with the General Services Administration regulations at 41 CFR part 301-10, which provide that recipients and subrecipients of federal funds and their Contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. Contractor shall submit, if a foreign air carrier is used, an appropriate certification or memorandum adequately explaining why service by a U.S. Flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

## 23. CARGO PREFERENCE

The Cargo Preference requirements apply to all Contracts and subcontracts involving equipment, materials, or commodities which may be transported by ocean vessels.

Cargo Preference - Use of United States-Flag Vessels - Contractor agrees:

- a) to use privately-owned United States-Flag commercial vessels to ship at least fifty percent (50%) of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying Contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;
- b) to furnish within twenty (20) working days following the date of loading for shipments originating within the United States or within thirty (30) working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "onboard" commercial ocean bill of lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the County (through Contractor in the case of a Subcontractor's bill of lading.);
- c) to include these requirements in all subcontracts issued pursuant to this Contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

#### 24. DRUG AND ALCOHOL TESTING

If this Contract involves a safety-sensitive function on behalf of County, the Contractor agrees to participate in Broward County Transit Division's drug and alcohol testing program or agrees to establish and implement its own drug and alcohol testing program that complies with 49 CFR Part 655, produce any documentation necessary to establish its compliance with part 655, and permit any authorized representative of the USDOT or its operating administrations, the State Oversight Agency, or County, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Part 655 and review the testing process.

In the event Contractor subcontracts all or part of the transit service to a third party, a similar requirement including review and approval by the County and City's Contract Administrator must be included in any Contract.

Contractor further agrees to certify, prior to the commencement of services under this Contract or purchase order and annually thereafter, compliance with current FTA regulations, and to submit the Management Information System (MIS) reports before March 15 to the Director, Transit Division (**a model form for certifying compliance, Drug and Alcohol Testing Program Compliance Certification, is attached as Exhibit M**). To certify annual compliance, Contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Contracts," which is published annually in the Federal Register.

**25. PATENT AND RIGHTS IN DATA**

If this Contract involves patent and rights in data requirements for federally-assisted research projects in which FTA finances in whole or in part the development of a product or information, Contractor agrees to be bound by the terms and conditions specified below.

**CONTRACTS INVOLVING EXPERIMENTAL, DEVELOPMENTAL, OR RESEARCH WORK.**

- a) **Rights in Data** - The following requirements apply to each Contract involving experimental, developmental or research work:
- 1) The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the Contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.
  - 2) The following restrictions apply to all subject data first produced in the performance of the Contract to which this Attachment has been added:
    - A) Except for its own internal use, Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any Contract with an academic institution.
    - B) In accordance with 49 C.F.R. § 18.34 and 49 C.F.R. § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections (2)(b)1 and (2)(b)2 of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the

Federal Government may not extend its Federal license to any other party.

1. Any subject data developed under that Contract, whether or not a copyright has been obtained; and
  2. Any rights of copyright purchased by the County, City, or Contractor using Federal assistance in whole or in part provided by FTA.
- C) When FTA awards Federal assistance for experimental, developmental, or research work, it is FTA's general intention to increase transportation knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless FTA determines otherwise, the City and Contractor performing experimental, developmental, or research work required by the underlying Contract to which this Attachment is added agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of that Contract, or a copy of the subject data first produced under the Contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of the underlying Contract, is not completed for any reason whatsoever, all data developed under that Contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (c), however, does not apply to adaptations of automatic data processing equipment or programs for the City or Contractor's use whose costs are financed in whole or in part with Federal assistance provided by FTA for transportation capital projects.
- D) Contractor agrees to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that Contract. Contractor shall not be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.
- E) Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

- F) Data developed by the City or Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying Contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause, provided that the City or Contractor identifies that data in writing at the time of delivery of the Contract work.
- G) Unless FTA determines otherwise, Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.
- 3) Unless the Federal Government later makes a contrary determination in writing, irrespective of Contractor's status (i.e., a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), Contractor agrees to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Contracts," 37 C.F.R. Part 401.
- 4) Contractor also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.
- b) **Patent Rights** - The following requirements apply to each Contract involving experimental, developmental, or research work:
- 1) General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the underlying Contract, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the City and Contractor agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until FTA is ultimately notified.
- 2) Unless the Federal Government later makes a contrary determination in writing, irrespective of Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the City and Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Contracts," 37 C.F.R. Part 401.

- 3) Contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

## **26. PRIVACY ACT**

The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any Contract:

- a) Contractor agrees to comply with, and assures the compliance of its employees with, information restrictions and other applicable requirements of the Privacy Act of 1974, 5 USC 552a.

Among other things, Contractor agrees to obtain the express consent of the Federal Government before Contractor or its employees operate a system of records on behalf of the Federal Government. Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of the Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying Contract.

- b) Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with federal assistance provided by FTA.

## **27. CHARTER BUS**

If this is an Operational Service Contract, Contractor agrees to comply with 49 USC 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 at 49 CFR Part 604.

## **28. SCHOOL BUS REQUIREMENTS**

If this is an Operational Service Contract, pursuant to 49 USC 5323(f) and 49 CFR Part 605, recipients and subrecipients of FTA assistance 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.

## **29. BUS TESTING**

**The Bus Testing requirements pertain only to the acquisition of Rolling Stock/Turnkey.** If this Contract pertains to the acquisition of rolling stock/turnkey,

the Contractor manufacturer agrees to certify, prior to commencement of services under this Contract, to comply with 49 USC A5323(c) and FTA's implementing regulations at 49 CFR Part 665, and shall perform the following:

- a) A manufacturer of a new bus model or a bus produced with a major change in components or configuration shall provide a copy of the final test report to City at a point in the procurement process specified by City which will be prior to City's final acceptance of the first vehicle.
- b) A manufacturer who releases a report under paragraph a. above shall provide notice to the operator of the testing facility that the report is available to the public.
- c) If the manufacturer represents that the vehicle was previously tested, the vehicle being sold should have the identical configuration and major components as the vehicle in the test report, which must be provided to City prior to recipient's final acceptance of the first vehicle. If the configuration or components are not identical, the manufacturer shall provide a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing.
- d) If the manufacturer represents that the vehicle is "grandfathered" (has been used in mass transit service in the United States before October 1, 1988 and is currently being produced without a major change in configuration or components), the manufacturer shall provide the name and address of the recipient of such a vehicle and the details of that vehicle's configuration and major components.

**A Bus Testing Compliance Certification is attached as Exhibit N.**

### **30. PRE-AWARD AND POST-DELIVERY AUDIT REQUIREMENTS**

If this Contract pertains to the acquisition of rolling stock, the Contractor agrees to comply with 49 USC §5323(m) and FTA's implementing regulation at 49 CFR Part 663 and to submit the following certifications:

- a) Buy America Requirements. The Contractor shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If the Bidder/Offeror certifies compliance with Buy America, it shall submit documentation which lists: 1) component and subcomponent parts of the rolling stock to be purchased, identified by manufacturer of the parts, their country of origin and costs; and 2) the location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.
- b) Solicitation Specification Requirements. Contractor shall submit evidence that it will be capable of meeting the bid specifications.

- c) Federal Motor Vehicle Safety Standards (FMVSS). Contractor shall submit: 1) manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS; or 2) manufacturer's certified statement that the contracted buses will not be subject to FMVSS regulations.

**A Pre-Award and Post-Delivery Audit Requirements Certification is attached as Exhibit O.**

### **31. SEISMIC SAFETY**

If this Contract pertains to the construction of new buildings or additions to existing buildings, Contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations at 49 CFR Part 41, and will certify compliance to the extent required by the regulation. Contractor also agrees to ensure that all work performed under this Contract, including work performed by a Subcontractor, is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

### **32. TRANSIT VEHICLE MANUFACTURER (TVM) CERTIFICATION**

If this Contract involves the procurement of transit vehicles, the Contractor must obtain from each Transit Vehicle Manufacturer (TVM), distributor, or dealer, and submit with its bid, a TVM certification stating that, as a condition of being authorized to bid on transit vehicle procurements funded by FTA, the TMV certifies that it has complied with the requirements of 49 CFR 26.49, by submitting a current annual DBE Goal to the FTA. **A Transit Vehicle Manufacturer (TVM) Certification of Compliance is attached as Exhibit P.**

### **33. NATIONAL ITS ARCHITECTURE**

If this Contract involves an Intelligent Transportation System project (ITS), Contractor agrees to conform, to the extent applicable, to the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by SAFETEA LU Section 5307, Chapter, 23 U.S.C. section 512 note, and comply with FTA Notice, "FTA National ITS Architecture Policy on Transit Projects, " 66 Fed. Reg. 1455 et seq., January 8, 2001, and to any subsequent further implementing directives, except to the extent FTA determines otherwise in writing.

### **34. ACCESS FOR INDIVIDUALS WITH DISABILITIES**

Contractor agrees to comply with 49 U.S.C. § 5301(d), which acknowledges that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation, and that special efforts must be made to plan and assure that they do have similar access. Contractor also agrees to comply with all applicable provisions of Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of programs or activities receiving Federal financial assistance; with the Americans with Disabilities Act of 1990 (ADA), as amended,



42 U.S.C. §§ 12101, et. seq., which requires that accessible facilities and services be made available to individuals with disabilities; with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151, et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities; and with other laws and amendments thereto pertaining to access for individuals with disabilities that may be applicable. In addition, Contractor agrees to comply with applicable implementing Federal regulations and any later amendments thereto, and agrees to follow applicable Federal implementing directives. Among these regulations and directives are:

- a) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F. R. Part 37;
- b) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;
- c) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB)/U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38;
- d) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;
- e) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;
- f) U.S. General Services Administration (U.S. GSA) regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;
- g) U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the American with Disabilities Act," 29 C.F.R. Part 1630;
- h) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F;
- i) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194;
- j) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609; and

- k) Federal civil rights and nondiscrimination directives implementing those Federal laws and regulations, except to the extent the Federal Government determines otherwise in writing.

### **35. VETERANS EMPLOYMENT**

If this purchase order or Contract involves a capital project, Contractor agrees to comply with 49 U.S.C. 5325(K):

- a. To the extent practicable, Contractor agrees that it:
1. Will give a hiring preference to veterans (as defined in 5 U.S.C. § 2108), who have the skills and abilities required to perform construction work required under a third party contract in connection with a capital project supported with funds made available or appropriated for 49 U.S.C. chapter 53, and 2. Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee, and
- b. Contractor also assures that its sub-recipients will:
1. Will give a hiring preference to veterans (as defined in 5 U.S.C. § 2108), who have the skills and abilities required to perform construction work required under a third-party contract in connection with a capital project supported with funds made available or appropriated for 49 U.S.C. chapter 53, to the extent practicable, and
  2. Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

# EXHIBIT I

## Certification and Restriction on Lobbying

**CERTIFICATION AND RESTRICTION ON LOBBYING**

I, \_\_\_\_\_, hereby certify  
(Name and title of official)

On behalf of \_\_\_\_\_ that:  
(Name of Bidder/Company Name)

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub- grants and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

*This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.*

*The undersigned certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Section 3801, et seq., are applicable thereto.*

Name of Bidder/Company Name \_\_\_\_\_

Type or print name \_\_\_\_\_

Signature of authorized representative \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_

Signature of notary and SEAL \_\_\_\_\_

# EXHIBIT J

Government -wide debarment and suspension (nonprocurement)

**GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)**

Instructions for Certification: By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.

It will comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR part 180,

(2) To the best of its knowledge and belief, that its Principals and Subrecipients at the first tier:

- a. Are eligible to participate in covered transactions of any Federal department or agency and are not presently:
  - (1) Debarred,
  - (2) Suspended,
  - (3) Proposed for debarment,
  - (4) Declared ineligible,
  - (5) Voluntarily excluded, or
  - (6) Disqualified,
- b. Its management has not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for:
  - (1) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction, or contract under a public transaction,
  - (2) Violation of any Federal or State antitrust statute, or
  - (3) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property,
- c. It is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in the preceding subsection 2.b of this Certification,
- d. It has not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three-year period preceding this Certification,
- e. If, at a later time, it receives any information that contradicts the statements of subsections 2.a – .d above, it will promptly provide that information to FTA,
- f. It will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:
  - (1) Equals or exceeds \$25,000,
  - (2) Is for audit services, or
  - (3) Requires the consent of a Federal official, and
- g. It will require that each covered lower tier contractor and subcontractor:

- (1) Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and
- (2) Assure that each lower tier participant in its Project is not presently declared by any Federal department or agency to be:
  - a. Debarred from participation in its federally funded Project,
  - b. Suspended from participation in its federally funded Project,
  - c. Proposed for debarment from participation in its federally funded Project,
  - d. Declared ineligible to participate in its federally funded Project,
  - e. Voluntarily excluded from participation in its federally funded Project, or
  - f. Disqualified from participation in its federally funded Project, and

3. It will provide a written explanation as indicated on a page attached in FTA’s TrAMS platform or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third-Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.

Certification

Contractor \_\_\_\_\_

Signature of Authorized Official \_\_\_\_\_ Date \_\_\_/\_\_\_/\_\_\_

Name and Title of Contractor's Authorized Official \_\_\_\_\_

# EXHIBIT K

## FTA Third Party Contracting Guidance Requests for Proposals



**Federal Transit Administration  
Third Party Contracting Guidance  
Request for Proposals**

CITY receives operating and capital funding through the Federal Transit Administration (FTA). As CITY receives FTA funding, CITY will utilize CITY'S Procurement Policy which incorporates Federal Transit Administration's Third Party Contracting Guidance, FTA Circular 4220.1.F., as the basis for CITY transit service contract procurement.

I hereby certify by my signature below that I have read and understand this declaration regarding Federal Transit Administration Third Party Contracting Guidance:

- CITY will utilize FTA's Third Party Contracting Requirements, FTA Circular 4220.1.F., Competitive Proposals (Request for Proposals) procurement guidance;
- Per FTA Circular C 4220.1.F., Chapter VI., Section 3. Methods of Procurement, Part d. Competitive Proposals (Request for Proposals), Section 1. When Appropriate, Subsection (1)(c). Price Alone Not Determinative, that *" . . . the greater the performance risk, the more technical or past performance considerations may play a dominant role in source selection and supersede low price:"* , that CITY is not bound to award CITY transit service contract to the lowest bidder;
- Per FTA Circular C 4220.1.F., Chapter VI., Section 3 Methods of Procurement, Part d. Competitive Proposals (Request for Proposals), Section 2. Procurement Procedures, Subsection f. Best Value, that *"the recipient may award the contract to the Proposer whose proposal provides the greatest value to the recipient"*, that CITY is not bound to award CITY transit service contract to the lowest bidder.

NAME OF PROPOSER: \_\_\_\_\_

AUTHORIZED REPRESENTATIVE SIGNATURE \_\_\_\_\_

AUTHORIZED REPRESENTATIVE TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

# EXHIBIT L

## Buy America Certification

**Buy America Certification**

**FOR PROCUREMENTS OF STEEL, IRON, AND MANUFACTURED PRODUCTS (INCLUDING CONSTRUCTION CONTRACTS, MATERIALS AND SUPPLIES, AND ROLLING STOCK ) OVER \$150,000**

**A. STEEL, IRON OR MANUFACTURED PRODUCTS**

If this Contract or purchase order is valued in excess of \$150,000 and involves the **procurement of steel, iron, or manufactured products**, the Bidder or offeror hereby certifies that it:

- Will meet the requirements of 49 USC 5323(j)(1) and the applicable regulations in 49 CFR part 661.5.
- Cannot meet the requirements of 49 USC 5323(j)(1) and 49 CFR part 661.5, but it may qualify for an exception pursuant to 49 USC 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 CFR 661.

**B. BUSES, OTHER ROLLING STOCK, AND ASSOCIATED EQUIPMENT**

If this Contract or purchase order is valued in excess of \$150,000 and involves the **procurement of buses, other rolling stock, and associated equipment**, the Bidder or offeror certifies that it:

- Will comply with the requirements of 49 USC 5323(j)(2)(C) and the regulations at 49 CFR part 661.11.
- Cannot comply with the requirements of 49 USC 5323(j)(2)(C) and 49 CFR 661.11, but may qualify for an exception pursuant to 49 USC 5323(j)(2)(A), 5323(j) (2)(B), or 5323(j)(2)(D), and 49 CFR 661.7.

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Name of Contractor

**Note:** This Buy America certification must be submitted to City with all bids or offers on FTA-funded Contracts involving construction or the acquisition of goods or rolling stock, except those subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, microcomputer equipment, software, and small purchases (currently less than \$150,000) made with capital, operating, or planning funds.

# EXHIBIT M

## Drug and Alcohol Testing Program Compliance Certification

### Drug and Alcohol Testing Program Compliance Certification

**FOR TRANSIT OPERATIONAL SERVICE CONTRACTS INVOLVING THE OPERATION OF A TRANSIT SERVICE, OR MAINTAINING, REPAIRING, OVERHAULING, AND REBUILDING REVENUE SERVICE VEHICLES OR EQUIPMENT (ENGINES AND PARTS) USED IN REVENUE SERVICE, OR BODY WORK, OR CONTRACTS FOR SECURITY PERSONNEL THAT CARRY FIREARMS.**

The undersigned certifies that Contractor, and its Subcontractors as required, has established and implemented an anti-drug and alcohol prevention program in accordance with 49 CFR Part 655, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations."<sup>1</sup>

The undersigned further agrees to produce any documentation necessary to establish its compliance with 49 CFR Part 655, and to permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency (the Florida Department of Transportation), City, or County, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Part 655 and to review the testing process.

The undersigned further agrees to certify annually its compliance with Part 655 before March 15 and to submit the Management Information System (MIS) reports no later than February 15) to County via the City.

To certify compliance, Contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Name of Contractor

<sup>1</sup>The Federal Transit Administration (FTA) – mandated drug and alcohol testing program is separate from and in addition to the provisions of the Drug-Free Workplace Act (DFWA).

# EXHIBIT N

## Bus Testing Compliance Certification

### Bus Testing Compliance Certification

**FOR ALL PROCUREMENTS OF BUSES/ROLLING STOCK/TURNKEY**

The undersigned (Contractor /manufacturer) certifies that the vehicle offered in this procurement complies with 49 USC A5323(c) and FTA’s implementing regulation at 49 CFR Part 665.

The undersigned understands that misrepresenting the testing status of a vehicle acquired with federal financial assistance may subject the undersigned to civil penalties as outlined in the U.S. Department of Transportation’s regulation on Program Fraud Civil Remedies, 49 CFR Part 31. In addition, the undersigned understands that FTA may suspend or debar a manufacturer under the procedures in 49 CFR Part 29.

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Name of Contractor

# EXHIBIT O

## Pre-Award and Post-Delivery Audit Requirements Certification



### Pre-Award and Post-Delivery Audit Requirements Certification

**FOR PROCUREMENTS OF BUSES, OTHER ROLLING STOCK, OR ASSOCIATED EQUIPMENT OVER \$150,000**

Check one:



The Bidder hereby certifies that it **will comply** with the requirements of 49 USC 5323(j) (2)(C), Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, and the regulations of 49 CFR 661.11.



The Bidder hereby certifies that it **cannot comply** with the requirements of 49 USC 5323(j)(2)(C) and Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, but may qualify for an exception to the requirements consistent with 49 USC Sections 5323(j)(2)(B) or 5323(j)(2)(D), Sections 165(b)(2) or (b)(4) of the Surface Transportation Assistance Act of 1982 as amended, and regulations in 49 CFR 661.7.

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Name of Contractor

Note: This certification must be submitted with each bid or offer exceeding the small purchase threshold for federal assistance programs, currently set at \$150,000.

# EXHIBIT P

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

**Transit Vehicle Manufacturer (TVM) Certification of Compliance with Sub Part D, Part 26**

**FOR ALL BUSES/ROLLING STOCK PROCUREMENTS**

This procurement is subject to the provisions of Section 26.49 of 49 CFR Part 26. Accordingly, as a condition of permission to bid, the following certification must be completed and submitted with the bid. A bid which does not include the certification will not be considered.

**Transit Vehicle Manufacturer (TVM) CERTIFICATION**

\_\_\_\_\_, a TVM, hereby certifies that it has complied with the requirements of Section 26.49 of 49 CFR Part 26 by submitting a current DBE Goal to the FTA. The goals apply to fiscal year \_\_\_\_\_ and have been approved or not disapproved by the FTA.

(Name of Firm)

(Date of Fiscal Year)

\_\_\_\_\_, hereby certifies that the manufacturer of the transit vehicle

(Name of Firm)

to be supplied \_\_\_\_\_ has complied with the above- referenced

(Name of Manufacturer)

requirements of Section 26.49 of 49 CFR Part 26.

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
Print Name and Title

Company: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

**CITY OF FORT LAUDERDALE  
GENERAL CONDITIONS**

These instructions and conditions are standard for all contracts for commodities or services issued through the City of Fort Lauderdale Procurement Services Division. The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Invitation to Bid (ITB) Special Conditions, Technical Specifications, Instructions, Proposal Pages, Addenda, and Legal Advertisement. In this general conditions document, Invitation to Bid (ITB), Request for Qualifications (RFQ), and Request for Proposal (RFP) are interchangeable.

**PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:**

- 1.01 BIDDER ADDRESS:** The City maintains automated vendor address lists that have been generated for each specific Commodity Class item through our bid issuing service, BidSync. Notices of Invitations to Bid (ITB'S) are sent by e-mail to the selection of bidders who have fully registered with BidSync or faxed (if applicable) to every vendor on those lists, who may then view the bid documents online. Bidders who have been informed of a bid's availability in any other manner are responsible for registering with BidSync in order to view the bid documents. There is no fee for doing so. If you wish bid notifications be provided to another e-mail address or fax, please contact BidSync. If you wish purchase orders sent to a different address, please so indicate in your bid response. If you wish payments sent to a different address, please so indicate on your invoice.
- 1.02 DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.
- 1.03 PACKING SLIPS:** It will be the responsibility of the awarded Contractor, to attach all packing slips to the OUTSIDE of each shipment. Packing slips must provide a detailed description of what is to be received and reference the City of Fort Lauderdale purchase order number that is associated with the shipment. Failure to provide a detailed packing slip attached to the outside of shipment may result in refusal of shipment at Contractor's expense.
- 1.04 PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 45 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.
- 1.05 TOTAL BID DISCOUNT:** If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.
- 1.06 BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that the bid and the prices quoted in the bid will be firm for acceptance by the City for a period of one hundred twenty (120) days from the date of bid opening unless otherwise stated in the ITB.
- 1.07 VARIANCES:** For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.
- By receiving a bid, City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared by the City as conditional.
- 1.08 NO BIDS:** If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class Item requested in this ITB.
- 1.09 MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS:** The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its procurement activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

Minority Business Enterprise (MBE) "A Minority Business" is a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

The term "Minority Business Enterprise" means a business at least 51 percent of which is owned by minority group members or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by minority group members. For the purpose of the preceding sentence, minority group members are citizens of the United States who include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

Women Business Enterprise (WBE) a "Women Owned or Controlled Business" is a business enterprise at least 51 percent of which is owned by females or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by females.

Small Business Enterprise (SBE) "Small Business" means a corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees or less than \$1,000,000 in annual gross receipts.

BLACK, which includes persons having origins in any of the Black racial groups of Africa.

WHITE, which includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European decent including Pakistani and East Indian.

HISPANIC, which includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or origin, regardless of race.

NATIVE AMERICAN, which includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.

ASIAN AMERICAN, which includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

#### 1.10 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION

It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms. Proposers are requested to include in their proposals a narrative describing their past accomplishments and intended actions in this area. If proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties have to be identified in the proposal. If a proposer is considered for award, he or she will be asked to meet with City staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

#### 1.11 SCRUTINIZED COMPANIES

As to any contract for goods or services of \$1 million or more and as to the renewal of any contract for goods or services of \$1 million or more, subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), affirmed, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and that it does not have business operations in Cuba or Syria, as provided in section 287.135, Florida Statutes (2019), as may be amended or revised. As to any contract for goods or services of any amount and as to the renewal of any contract for goods or services of any amount, the Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2019), and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2019), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2019), or is engaged in a boycott of Israel, or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2019), as may be amended or revised.

Rev. 2/2020

Page 1

#### 1.12 DEBARRED OR SUSPENDED BIDDERS OR PROPOSERS

The bidder or proposer certifies, by submission of a response to this solicitation, that neither it nor its principals and subcontractors are presently debarred or suspended by any Federal department or agency.

#### Part II DEFINITIONS/ORDER OF PRECEDENCE:

#### 2.01 BIDDING DEFINITIONS The City will use the following definitions in its general conditions, special conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process:

INVITATION TO BID (ITB) The solicitation document used for soliciting competitive sealed bids for goods or services.

INVITATION TO NEGOTIATE (ITN) All solicitation documents, regardless of medium, whether attached to or incorporated by reference in solicitations for responses from firms that invite proposals from interested and qualified firms so the city may enter into negotiations with the firm(s) determined most capable of providing the required goods or services.

REQUEST FOR PROPOSALS (RFP) A solicitation method used for soliciting competitive sealed proposals to determine the best value among proposals for goods or services for which price may not be the prevailing factor in award of the contract, or the scope of work, specifications or contract terms and conditions may be difficult to define. Such solicitation will consider the qualifications of the proposers along with evaluation of each proposal using identified and generally weighted evaluation criteria. RFPs may include price criteria whenever feasible, at the discretion of the city.

REQUEST FOR QUALIFICATIONS (RFQ) A solicitation method used for requesting statements of qualifications in order to determine the most qualified proposer for professional services.

BID – a price and terms quote received in response to an ITB.

PROPOSAL – a proposal received in response to an RFP.

BIDDER – Person or firm submitting a Bid.

PROPOSER – Person or firm submitting a Proposal.

RESPONSIVE BIDDER – A firm who has submitted a bid, offer, quote, or response which conforms in all material respects to the competitive solicitation document and all of its requirements.

RESPONSIBLE BIDDER – A firm who is fully capable of meeting all requirements of the solicitation and subsequent contract. The respondent must possess the full capability, including financial and technical, ability, business judgment, experience, qualifications, facilities, equipment, integrity, capability, and reliability, in all respects to perform fully the contract requirements and assure good faith performance as determined by the city.

FIRST RANKED PROPOSER – That Proposer, responding to a City RFP, whose Proposal is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFP.

SELLER – Successful Bidder or Proposer who is awarded a Purchase Order or Contract to provide goods or services to the City.

CONTRACTOR – Any firm having a contract with the city. Also referred to as a "Vendor".

CONTRACT – All types of agreements, including purchase orders, for procurement of supplies, services, and construction, regardless of what these agreements may be called.

CONSULTANT – A firm providing professional services for the city.

- 2.02 SPECIAL CONDITIONS:** Any and all Special Conditions contained in this ITB that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety,

**PART III BIDDING AND AWARD PROCEDURES:**

- 3.01 SUBMISSION AND RECEIPT OF BIDS:** To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidders should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the City in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Only send bids via facsimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids sent via FAX will be rejected. Bids will be publicly opened in the Procurement Office, or other designated area, in the presence of Bidders, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidder's and the public in accordance with applicable regulations.
- 3.02 MODEL NUMBER CORRECTIONS:** If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.
- 3.03 PRICES QUOTED:** Deduct trade discounts, and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.
- 3.04 TAXES:** The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption **number for EIN is 59-6000319, and State Sales tax exemption number is 85-8013875578C-1.**
- 3.05 WARRANTIES OF USAGE:** Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.
- 3.06 APPROVED EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in the bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in the bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.
- 3.07 MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS:** The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet or exceed these items, and feels that the technical specifications are overly restrictive, the bidder must notify the Procurement Services Division immediately. Such notification must be received by the Procurement Services Division prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.
- 3.08 MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle the bidder to any relief from the conditions imposed in the contract.
- 3.09 SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.
- 3.10 LIFE CYCLE COSTING:** If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion that will most accurately estimate total cost of use and ownership.
- 3.11 BIDDING ITEMS WITH RECYCLED CONTENT:** In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.

- 3.12 USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.
- 3.13 QUALIFICATIONS/INSPECTION:** Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Procurement Director reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.
- 3.14 BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond or cashier's check. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.
- 3.15 PUBLIC RECORDS/TRADE SECRETS/COPYRIGHT:** The Proposer's response to the RFP is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this RFP and the Contract to be executed for this RFP, subject to the provisions of Chapter 119.07 of the Florida Statutes.

Any language contained in the Proposer's response to the RFP purporting to require confidentiality of any portion of the Proposer's response to the RFP, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the RFP constitutes a Trade Secret. The city's determination of whether an exemption applies shall be final, and the proposer agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records. In addition, the proposer agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as exempt from disclosure or confidential. Proposals bearing copyright symbols or otherwise purporting to be subject to copyright protection in full or in part may be rejected. The proposer authorizes the City to publish, copy, and reproduce any and all documents submitted to the City bearing copyright symbols or otherwise purporting to be subject to copyright protection.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE RFP AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE RFP OR ANY PART THEREOF AS COPYRIGHTED.

- 3.16 PROHIBITION OF INTEREST:** No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.
- 3.17 RESERVATIONS FOR AWARD AND REJECTION OF BIDS:** The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.

If the ITB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily, to award a trial period to the next ranked bidder or to award a contract to the next ranked bidder, if that bidder has successfully provided services to the City in the past. This procedure to continue until a bidder is selected or the contract is re-bid, at the sole option of the City.

- 3.18 LEGAL REQUIREMENTS:** Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.
- 3.19 BID PROTEST PROCEDURE:** Any proposer or bidder who is not recommended for award of a contract and who alleges a failure by the city to follow the city's procurement ordinance or any applicable law may protest to the chief procurement officer, by delivering a letter of protest to the director of finance within five (5) days after a notice of intent to award is posted on the city's web site at the following url: <https://www.fortlauderdale.gov/departments/finance/procurement-services/notices-of-intent-to-award>

The complete protest ordinance may be found on the city's web site at the following url: [https://library.municode.com/fl/fort\\_lauderdale/codes/code\\_of\\_ordinances?nodeid=coor\\_ch2ad\\_artvfi\\_div2pr\\_s2-182direpr](https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeid=coor_ch2ad_artvfi_div2pr_s2-182direpr)

#### **PART IV BONDS AND INSURANCE**

- 4.01 PERFORMANCE BOND:** If a performance bond is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond, payable to the City of Fort Lauderdale, Florida, in the face amount specified in Special Conditions as security for faithful

performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.

Rev. 2/2020

Page 3

**4.02 INSURANCE:** The Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in Special Conditions.

The Contractor shall provide to the Procurement Services Division original certificates of coverage and receive notification of approval of those certificates by the City's Risk Manager prior to engaging in any activities under this contract. The Contractor's insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an ADDITIONAL INSURED for General Liability Insurance and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. Bidder, by submitting the bid, agrees to abide by such modifications.

**PART V PURCHASE ORDER AND CONTRACT TERMS:**

**5.01 COMPLIANCE WITH SPECIFICATIONS, LATE DELIVERIES/PENALTIES:** Items offered may be tested for compliance with bid specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:

- Bidder's name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for any award during that period.
- All City Departments being advised to refrain from doing business with the Bidder.
- All other remedies in law or equity.

**5.02 ACCEPTANCE, CONDITION, AND PACKAGING:** The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.

**5.03 SAFETY STANDARDS:** All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended.

**5.04 ASBESTOS STATEMENT:** All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB the bidder will supply only material or equipment that is 100% asbestos free.

**5.05 OTHER GOVERNMENTAL ENTITIES:** If the Bidder is awarded a contract as a result of this ITB, the bidder may, if the bidder has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.

**5.06 VERBAL INSTRUCTIONS PROCEDURE:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.

**5.07 INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, procurement policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.

**5.08 INDEMNITY/HOLD HARMLESS AGREEMENT:** Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City and the City's officers, employees, volunteers, and agents from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any act or omission by the Contractor or by any officer, employee, agent, invitee, subcontractor, or sublicensee of the Contractor. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.

**5.09 TERMINATION FOR CAUSE:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed prior to termination of



the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.

- 5.10 TERMINATION FOR CONVENIENCE:** The City reserves the right, in the City's best interest as determined by the City, to cancel any contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.
- 5.11 CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.
- 5.12 RECORDS/AUDIT:** The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards directly related to this contract. The Contractor agrees to make available to the City Auditor or the City Auditor's designee, during normal business hours and in Broward, Miami-Dade or Palm Beach Counties, all books of account, reports, and records relating to this contract. The Contractor shall retain all books of account, reports, and records relating to this contract for the duration of the contract and for three years after the final payment under this Agreement, until all pending audits, investigations or litigation matters relating to the contract are closed, or until expiration of the records retention period prescribed by Florida law or the records retention schedules adopted by the Division of Library and Information Services of the Florida Department of State, whichever is later.
- 5.13 PERMITS, TAXES, LICENSES:** The successful Contractor shall, at his/her/its own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried out under this contract.
- 5.14 LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.

**NON-DISCRIMINATION:** The Contractor shall not, in any of its activities, including employment, discriminate against any individual on the basis of race, color, national origin, age, religion, creed, sex, disability, sexual orientation, gender, gender identity, gender expression, marital status, or any other protected classification as defined by applicable law.

1. The Contractor certifies and represents that the Contractor will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, (2019), as may be amended or revised, ("Section 2-187"), during the entire term of this Agreement.
2. The failure of the Contractor to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.
4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.
5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

Rev. 2/2020

Page 4

- 5.15 UNUSUAL CIRCUMSTANCES:** If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party of the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required prior items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:
1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.
  2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
  3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve Contractor of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying Contractor from receiving any business from the City for a stated period of time.

If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by a person authorized to bind the City in such matters.

- 5.16 ELIGIBILITY:** If applicable, the Contractor must first register with the Florida Department of State in accordance with Florida Statutes, prior to entering into a contract with the City.
- 5.17 PATENTS AND ROYALTIES:** The Contractor, without exception, shall defend, indemnify, and hold harmless the City and the City's employees, officers, employees, volunteers, and agents from and against liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including their use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include any and all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

- 5.18 **ASSIGNMENT:** Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Commission or the City Manager or City Manager's designee, depending on original award approval.
- 5.19 **GOVERNING LAW; VENUE:** The Contract shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of the Contract, and for any other legal proceeding, shall be in the courts in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida.
- 5.20 **PUBLIC RECORDS:**

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT PRRCONTRACT@FORTLAUDERDALE.GOV, 954-828-5002, CITY CLERK'S OFFICE, 100 N. ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301.**

Contractor shall comply with public records laws, and Contractor shall:

1. Keep and maintain public records required by the City to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2019), as may be amended or revised, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.
4. Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

**NON-COLLUSION STATEMENT:**

By signing this offer, the vendor/contractor certifies that this offer is made independently and *free* from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more).

3.4. Immediate family members (spouse, parents and children) are also prohibited from contracting with the City subject to the same general rules.

**Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.**

**NAME**

**RELATIONSHIPS**



**In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.**

Authorized Signature

Title

Name (Printed)

Date

**CONTRACTOR'S CERTIFICATE OF COMPLIANCE WITH  
NON-DISCRIMINATION PROVISIONS OF THE CONTRACT**

The completed and signed form should be returned with the Contractor's submittal. If not provided with submittal, the Contractor must submit within three business days of City's request. Contractor may be deemed non-responsive for failure to fully comply within stated timeframes.

Pursuant to City Ordinance Sec. 2-187(c), bidders must certify compliance with the Non-Discrimination provision of the ordinance.

The Contractor shall not, in any of his/her/its activities, including employment, discriminate against any individual on the basis of race, color, national origin, religion, creed, sex, disability, sexual orientation, gender, gender identity, gender expression, or marital status.

1. The Contractor certifies and represents that he/she/it will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, as amended by Ordinance C-18-33 (collectively, "Section 2-187").
2. The failure of the Contractor to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.
4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.
5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

Authorized Signature

Print Name and Title

Date

### CONTRACT PAYMENT METHOD

The City of Fort Lauderdale has implemented a Procurement Card (P-Card) program which changes how payments are remitted to its vendors. The City has transitioned from traditional paper checks to credit card payments via MasterCard or Visa as part of this program.

This allows you as a vendor of the City of Fort Lauderdale to receive your payments fast and safely. No more waiting for checks to be printed and mailed.

In accordance with the contract, payments on this contract will be made utilizing the City's P-Card (MasterCard or Visa). Accordingly, bidders must presently have the ability to accept these credit cards or take whatever steps necessary to implement acceptance of a card before the start of the contract term, or contract award by the City.

All costs associated with the Contractor's participation in this purchasing program shall be borne by the Contractor. The City reserves the right to revise this program as necessary.

By signing below you agree with these terms.

Please indicate which credit card payment you prefer:

MasterCard

Visa

Company Name

Name (Printed)

Signature

Date

Title

**E-VERIFY AFFIRMATION STATEMENT**

RFP/Bid /Contract No:

Project Description:

Contractor/Proposer/Bidder acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of,

- (a) all persons employed by Contractor/Proposer/Bidder to perform employment duties within Florida during the term of the Contract, and,
- (b) all persons (including subcontractors/vendors) assigned by Contractor/Proposer/Bidder to perform work pursuant to the Contract.

The Contractor/Proposer/Bidder acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the Contract is a condition of the Contract.

Contractor/Proposer/ Bidder Company Name:

Authorized Company Person's Signature:

Authorized Company Person's Title:

Date:

9/15/2020

**BID/PROPOSAL CERTIFICATION**

**Please Note:** If responding to this solicitation through BidSync, the electronic version of the bid response will prevail, unless a paper version is clearly marked **by the bidder** in some manner to indicate that it will supplant the electronic version. All fields below must be completed. If the field does not apply to you, please note N/A in that field.

If you are a foreign corporation, you may be required to obtain a certificate of authority from the department of state, in accordance with Florida Statute §607.1501 (visit <http://www.dos.state.fl.us/>).

Company: (Legal Registration)  EIN (Optional):

Address:

City:  State:  Zip:

Telephone No.  FAX No.  Email:

Delivery: Calendar days after receipt of Purchase Order (section 1.02 of General Conditions):

Total Bid Discount (section 1.05 of General Conditions):

Check box if your firm qualifies for MBE / SBE / WBE (section 1.09 of General Conditions):

**ADDENDUM ACKNOWLEDGEMENT** - Proposer acknowledges that the following addenda have been received and are included in the proposal:

<u>Addendum No</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No</u>	<u>Date Issued</u>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

**VARIANCES:** If you take exception or have variances to any term, condition, specification, scope of service, or requirement in this competitive solicitation you must specify such exception or variance in the space provided below or reference in the space provided below all variances contained on other pages within your response. Additional pages may be attached if necessary. No exceptions or variances will be deemed to be part of the response submitted unless such is listed and contained in the space provided below. The City does not, by virtue of submitting a variance, necessarily accept any variances. If no statement is contained in the below space, it is hereby implied that your response is in full compliance with this competitive solicitation. If you do not have variances, simply mark N/A. **If submitting your response electronically through BIDSUNC you must also click the "Take Exception" button.**

The below signatory hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid/proposal. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this bid/proposal. The below signatory also hereby agrees, by virtue of submitting or attempting to submit a response, that in no event shall the City's liability for respondent's direct, indirect, incidental, consequential, special or exemplary damages, expenses, or lost profits arising out of this competitive solicitation process, including but not limited to public advertisement, bid conferences, site visits, evaluations, oral presentations, or award proceedings exceed the amount of Five Hundred Dollars (\$500.00). This limitation shall not apply to claims arising under any provision of indemnification or the City's protest ordinance contained in this competitive solicitation.

Submitted by:

Name (printed)

Date

Signature

Title



City of Fort Lauderdale • Procurement Services Division  
100 N. Andrews Avenue, 619 • Fort Lauderdale, Florida 33301  
954-828-5933 Fax 954-828-5576  
[purchase@fortlauderdale.gov](mailto:purchase@fortlauderdale.gov)

**ADDENDUM NO. 1**

RFP/ ITB No. 12439-815  
TITLE: Operations and Maintenance  
of Community Shuttle Transit Service

ISSUED: 10/15/2020

This addendum is being issued to make the following change(s):

1. Extending Last Day for Questions from 10/20/2020 to **11/10/2020**
2. Extending Bid Due Date from 10/28/2020 to **11/18/2020**
3. Sections 1.6, 2.34, and 3.2 A Contract Commencement Date changed to February 15, 2021
4. Section 3.1 Purpose has been updated
5. Section 3.2 F Vehicle Inspection and Maintenance has been updated
6. Section 3.5 A VEHICLES Fleet Performance Reporting has been updated
7. Section 3.5 F (j) VEHICLES Vehicle Operators Notes Section has been updated
8. Section 4.2.13 – 3. FTA Certifications has been updated
9. Exhibit B Service schedules, Routes and Maps has been updated.
10. Exhibit C has been updated:
  - a. Scenarios A, B and C have changed
  - b. Scenario D has also been added
11. Scenario D Cost Proposal Page has been added
12. Section 1.3 Electronic Bid Openings has been updated.

All other terms, conditions, and specifications remain unchanged.

*Laurie Platkin*  
*Senior Procurement Specialist*

Company Name: \_\_\_\_\_  
(please print)

Bidder's Signature: \_\_\_\_\_

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





City of Fort Lauderdale • Procurement Services Division  
100 N. Andrews Avenue, 619 • Fort Lauderdale, Florida 33301  
954-828-5933 Fax 954-828-5576  
[purchase@fortlauderdale.gov](mailto:purchase@fortlauderdale.gov)

**ADDENDUM NO. 2**

RFP/ ITB No. 12439-815  
TITLE: Operations and Maintenance  
of Community Shuttle Transit Service

ISSUED: 10/22/2020

This addendum is being issued to make the following change(s):

1. Section 2.25 Insurance Requirements updated.
  - a. Auto Physical Damage added
  - b. Garage Liability removed
2. Section 4.2.13 Required Forms – #2 Cost Proposal Pages section updated
3. Section 5.2.2 Weighted Criteria – Cost portion updated. Scenarios A-D given weighted percentages for each.

All other terms, conditions, and specifications remain unchanged.

*Laurie Platkin*  
*Senior Procurement Specialist*

Company Name: \_\_\_\_\_  
(please print)

Bidder's Signature: \_\_\_\_\_

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



City of Fort Lauderdale • Procurement Services Division  
100 N. Andrews Avenue, 619 • Fort Lauderdale, Florida 33301  
954-828-5933 Fax 954-828-5576  
[purchase@fortlauderdale.gov](mailto:purchase@fortlauderdale.gov)

**ADDENDUM NO. 3**

RFP/ ITB No. 12439-815  
TITLE: Operations and Maintenance  
of Community Shuttle Transit Service

ISSUED: 11/5/2020

This addendum is being issued to make the following change(s):

1. Scenario D – Cost Proposal Page - Updated
2. Section 3.19 City’s Services (C): Change to “The City shall lease to Contractor eleven (11) wheelchair accessible, passenger vehicles, ...” – Revised uploaded
3. Section 5.1.2 Updated

All other terms, conditions, and specifications remain unchanged.

*Laurie Platkin*  
*Senior Procurement Specialist*

Company Name: \_\_\_\_\_  
(please print)

Bidder’s Signature: \_\_\_\_\_

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



City of Fort Lauderdale • Procurement Services Division  
100 N. Andrews Avenue, 619 • Fort Lauderdale, Florida 33301  
954-828-5933 Fax 954-828-5576  
[purchase@fortlauderdale.gov](mailto:purchase@fortlauderdale.gov)

**ADDENDUM NO. 4**

RFP/ ITB No. 12439-815  
TITLE: Operations and Maintenance  
of Community Shuttle Transit Service

ISSUED: 11/10/2020

This addendum is being issued to make the following change(s):

1. Scenario D – Revised and Uploaded Scenario D - Cost Proposal Page 111020

All other terms, conditions, and specifications remain unchanged.

*Laurie Platkin*  
*Senior Procurement Specialist*

Company Name: \_\_\_\_\_  
(please print)

Bidder's Signature: \_\_\_\_\_

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



City of Fort Lauderdale • Procurement Services Division  
100 N. Andrews Avenue, 619 • Fort Lauderdale, Florida 33301  
954-828-5933 Fax 954-828-5576  
[purchase@fortlauderdale.gov](mailto:purchase@fortlauderdale.gov)

**ADDENDUM NO. 6**

RFP/ ITB No. 12439-815  
TITLE: Operations and Maintenance  
of Community Shuttle Transit Service

ISSUED: 11/13/2020

This addendum is being issued to make the following change(s):

1. Updated 2.23.1 from:

**2.23.1** A proposal security payable to the City of Fort Lauderdale shall be submitted with the proposal response in the amount of five percent (5%) of the total proposed amount. A proposal security can be in the form of a bid bond or cashier's check. Proposal security will be returned to the unsuccessful contractor as soon as practicable after opening of proposals. Proposal security will be returned to the successful Proposer after acceptance of the Payment and Performance Bond, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or other conditions as stated in Special Conditions or elsewhere in the RFP.

**Now reads as follows:**

**2.23.1** A proposal security payable to the City of Fort Lauderdale shall be submitted with the proposal response in the amount of five percent (5%) of the total proposed First Term (Years 1, 2 & 3) amount of the highest offer submitted for either Scenario A, B, C or D. A proposal security can be in the form of a bid bond or cashier's check. Proposal security will be returned to the unsuccessful contractor as soon as practicable after opening of proposals. Proposal security will be returned to the successful Proposer after acceptance of the Payment and Performance Bond, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or other conditions as stated in Special Conditions or elsewhere in the RFP.

All other terms, conditions, and specifications remain unchanged.

*Laurie Platkin*  
*Senior Procurement Specialist*

Company Name: \_\_\_\_\_  
(please print)

Bidder's Signature: \_\_\_\_\_

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

## Question and Answers for Bid #12439-815 - Operations and Maintenance of Community Shuttle Transit Service

### Overall Bid Questions

#### Question 1

Can you provide the vehicles year, make and model along with the mileage of the vehicles that are referred to in Exhibit "C" of the RFP. Also, can you provide Exhibit "C" as I do not believe it is attached to the RFP.

In the three (3) Cost Proposal Pages, Vehicle Inventory Scenario A, Vehicle Inventory Scenario B and Vehicle Inventory Scenario C all appear to be the same. Can you explain why these three scenarios are the same and what you are requesting on the three Cost Proposal Pages. **(Submitted: Oct 6, 2020 8:09:42 AM EDT)**

#### Answer

- Please be sure and download the entire bid packet. Refer to pages 152-156 for Exhibit C. There you will see the three scenarios

Scenario A is the current fleet available. The main difference between the Scenario B and C is the fuel type - the cost of running a gas-powered bus would be different than that of a propane-powered bus.

The new vehicles that are arriving in early 2021 will either be gas- or propane-powered. We want pricing for ALL of these scenarios. **(Answered: Oct 6, 2020 5:11:29 PM EDT)**

#### Question 2

Because of the brief time we have to submit this proposal and the multiple complex questions, we are requesting a Zoom pre bid conference. **(Submitted: Oct 7, 2020 1:04:59 PM EDT)**

#### Answer

- There will not be a pre-bid conference. Please submit all questions through BidSync. **(Answered: Oct 7, 2020 1:20:12 PM EDT)**

#### Question 3

Question in regards to 2.12.2 - Are you stating that if we are awarded the RFP based on the number of hours in Scenarios A, B and C, the City, at their discretion, take work away at any time with no warning? Would we as the approved vendor still be responsible for housing and maintaining the vehicles?

Under all scenarios you are requesting a bid of 20,846 hours? How many hours are the buses running? **(Submitted: Oct 7, 2020 5:15:07 PM EDT)**

#### Answer

- A) Question in regards to 2.12.2 - Are you stating that if we are awarded the RFP based on the number of hours in Scenarios A, B and C, the City, at their discretion, take work away at any time with no warning?  
ANSWER: The City reserves the right to delete any portion of the work at any time without cause, but the vendor will be notified in advance.

B) Would we as the approved vendor still be responsible for housing and maintaining the vehicles?  
ANSWER: The vendor will be responsible for any vehicles, Shuttle Buses and City Fleet listed, used for these services.

C) Under all scenarios you are requesting a bid of 20,846 hours? How many hours are the buses running?

ANSWER: The number of hours will be the same for all scenarios (approx. 20,846 hours).

D) How many hours are the buses running?

ANSWER: Approx. 83.26 total vehicle hours per day (Answered: Oct 14, 2020 12:10:42 PM EDT)

#### Question 4

2.13 No Exclusive Contract Proposer agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services from another vendor at the City's sole option.

Why would the City go out for an RFP and then have the approved vendor agree that they would not be the exclusive provider of the contract? Under what circumstances would the City secure similar or identical services from another vendor at any time? (Submitted: Oct 7, 2020 5:15:49 PM EDT)

#### Answer

- This is standard boilerplate language in our solicitations. The City does in intend to use another vendor for these contracted services, but reserves the right to hire another vendor for similar or identical services should the City require them. (Answered: Oct 16, 2020 9:53:29 AM EDT)

#### Question 5

I-4. Contractor shall utilize every practicable safeguard to minimize the discharge of pollutants. Failure to comply with EPA rules and regulations may result in fines, penalties or damages for any fuel or oil spillage or other contaminates, shall be the sole responsibility of the Contractor.

Depending on which scenario the City chooses to operate under, how would the approved vendor safeguard against pollutants with buses that are more than 8 years old? (Submitted: Oct 7, 2020 5:16:10 PM EDT)

#### Answer

- Some suggestions:

- > Ensure that vehicles are well-maintained as this reduces exhaust emissions
- > Fuel-efficient driving behavior (Answered: Oct 14, 2020 12:10:42 PM EDT)

#### Question 6

Based on Exhibit D " Why are these vehicle in the exhibit and what are they referring to? On Page 87 under scenario A, you show a schedule of vehicle of 8 vehicles, of which, 6 can be chosen by the vendor. On page 88 you show 9 entirely different vehicles that just state at the heading \* Old vehicles included in the transition period inventory include the following: Why are these vehicles being listed on Page 88?

For Scenario's B and C " If you utilize propane buses, where do you suggest the buses refuel? (Submitted: Oct 7, 2020 5:17:30 PM EDT)

#### Answer

- Based on Exhibit D - Why are these vehicle in the exhibit and what are they referring to? On Page 87 under scenario A, you show a schedule of vehicle of 8 vehicles, of which, 6 can be chosen by the vendor. On page 88 you show 9 entirely different vehicles that just state at the heading \* Old vehicles included in the transition period inventory include the following: Why are these vehicles being listed on Page 88?

ANSWER: The City believes you were referring to Exhibit C when you stated Exhibit D. Exhibit C: Vehicle Inventory has been amended to provide clarity regarding the vehicles included in fleet for each scenario.

For Scenarios B and C - If you utilize propane buses, where do you suggest the buses refuel?

ANSWER: This will be up to the Contractor. The City will not dictate how the buses will be refueled; it could be on-site or off-site with whichever propane vendor. (Answered: Oct 20, 2020 9:28:11 AM EDT)

#### Question 7

4.2.10 Minority/Women (M/WBE) Participation If your firm is a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985, provide copies of your certification(s). If your firm is not a certified M/WBE, describe your company's previous efforts, as well as planned efforts in meeting M/WBE procurement goals under Florida Statutes 287.09451.

Do WBE Vendors have any advantages in this RFP? (Submitted: Oct 7, 2020 5:17:56 PM EDT)

#### Answer

- The city does not have a Disadvantage Business Enterprise Program (DBE), so a Request for DBE Goal Assignment was submitted to the County. Based on the County's current procedure, Community Shuttle Agreements involving FTA funded vehicles are subject to the federal procurement requirements outlined in FTA Circular 4220.1F. The County determined that "NO" goal will apply to this solicitation. (Answered: Oct 22, 2020 3:22:18 PM EDT)

#### Question 8

Considering the complexity of the RFP, please consider allowing an additional month to submit a proposal. Thank you (Submitted: Oct 12, 2020 2:30:01 PM EDT)

#### Answer

- See Addendum 1 (Answered: Oct 16, 2020 5:47:24 PM EDT)

#### Question 9

We understand that with COVID, transit around the country are operating at lower levels than usual. You mentioned buses running 83.26 total vehicle hours per day. How many REVENUE HOURS are the buses CURRENTLY running on an ANNUAL BASIS?

If you aren't running 20,846 revenue hours annually right now, is the approved vendor expected to ramp up service to 20,846 on day one of service? Or will that come in the future? (Submitted: Oct 14, 2020 5:12:06 PM EDT)

#### Answer

- A) We understand that with COVID, transit around the country are operating at lower levels than usual. You mentioned buses running 83.26 total vehicle hours per day. How many REVENUE HOURS are the buses CURRENTLY running on an ANNUAL BASIS?

ANSWER: In the last fiscal year (Oct 2019-Sep 2020), our service ran a total of 16,465.89 revenue hours. Note that, starting April 2020, the City had to reduce service hours due to COVID-19.

B) If you aren't running 20,846 revenue hours annually right now, is the approved vendor expected to ramp up service to 20,846 on day one of service? Or will that come in the future?

ANSWER: We do not have a definitive answer to this yet. It will all depend on COVID-19 conditions. The plan is to resume full-service hours (approx. 83.26 total vehicle hours per day) once the new vendor starts the Contract.

(Answered: Oct 15, 2020 8:27:21 AM EDT)

#### Question 10

1) Item 2.25 Insurance - Garage Liability - Will the City of Ft. Lauderdale reconsider this item as all of the coverage for the vehicles covered under this agreement have coverage under the Auto Liability and General Liability.

2) Item 2.34 Contract Period - The RFP states that the contract is for a three year period, with two additional two year terms and "both parties agree to the extension" Section 3.1 states that "two (2) year options for renewal, both at the discretion of the City". The Cost Proposal Pages state that the extension periods are "Option of the City". Please clarify if the extension must be agreed upon by both parties or only at the city's discretion.

3) Can you provide a vehicle replacement schedule as some of the vehicles in Exhibit C, Vehicle Inventory Scenario B and C has some older vehicles, years 2015. These vehicles will be beyond their useful life during the contract term, can you provide a replacement schedule. **(Submitted: Oct 15, 2020 11:05:40 AM EDT)**

#### Answer

- A) Item 2.25 Insurance - Garage Liability - Will the City of Ft. Lauderdale reconsider this item as all of the coverage for the vehicles covered under this agreement have coverage under the Auto Liability and General Liability.  
ANSWER: Yes, see Addendum 2. The City has issued revised insurance requirements. Garage keepers was deleted, and Auto Physical damage was added.

B) Item 2.34 Contract Period - The RFP states that the contract is for a three year period, with two additional two year terms and "both parties agree to the extension. Section 3.1 states that "the two (2) year options for renewal, both at the discretion of the City". The Cost Proposal Pages state that the extension periods are Option of the City". Please clarify if the extension must be agreed upon by both parties or only at the city's discretion.  
ANSWER: Renewals must be agreed upon by both parties. The City may extend the contract for up to 180 days without both parties agreeing.

C) Can you provide a vehicle replacement schedule as some of the vehicles in Exhibit C, Vehicle Inventory Scenario B and C has some older vehicles, years 2015. These vehicles will be beyond their useful life during the contract term, can you provide a replacement schedule.  
ANSWER: Please see updated Exhibit C. In the revised Scenarios B, C, and D, the operator will only be operating newer vehicles (under two years old). **(Answered: Oct 16, 2020 5:22:31 PM EDT)**

#### Question 11

4) Exhibit C, Vehicle Inventory Scenario A shows 2012 and 1213 Cutaway Chevrolet Buses, can you provide a timeline for when the replacement buses will be delivered or a maximum time-frame on the usage of these older buses?

5) Exhibit C, Vehicle Inventory Scenario A, B and C show Vehicle #619/620 and 621 Freightliner Trolleys. What routes are these vehicles being used and what is the hours of operation on these trolleys?

6) Exhibit C, Vehicle Inventory Scenario B and C show nine (9) 2020 or 2021 Champion F550 and three (3) trolleys, two (2) 2019 Ford F550â™s and two (2) AG Metro Power Cars and two (2) Trailers. This is a total of 18 units. Sixteen (16) vehicles and two (2) trailers. This equates to 25 hours per week per vehicle, does the contractor have to keep insurance in full effect for all of the sixteen vehicles if they are not being used? **(Submitted: Oct 15, 2020 11:05:57 AM EDT)**

#### Answer

- A) Exhibit C, Vehicle Inventory Scenario A shows 2012 and 1213 Cutaway Chevrolet Buses, can you provide a timeline for when the replacement buses will be delivered or a maximum time-frame on the usage of these older buses?  
ANSWER: The replacement buses are scheduled to be delivered in January 2021.

B) Exhibit C, Vehicle Inventory Scenario A, B and C show Vehicle #619/620 and 621 Freightliner Trolleys. What routes are these vehicles being used and what is the hours of operation on these trolleys?  
ANSWER: Please see updated Exhibit C. These vehicles have been removed from the vehicle inventory list.



C) Exhibit C, Vehicle Inventory Scenario B and C show nine (9) 2020 or 2021 Champion F550 and three (3) trolleys, two (2) 2019 Ford F550's and two (2) AG Metro Power Cars and two (2) Trailers. This is a total of 18 units. Sixteen (16) vehicles and two (2) trailers. This equates to 25 hours per week per vehicle, does the contractor have to keep insurance in full effect for all of the sixteen vehicles if they are not being used?

ANSWER: Please see updated Exhibit C. The approved vendor shall keep insurance in full effect for all vehicles listed in the vehicle inventory for each scenario. **(Answered: Oct 16, 2020 5:22:31 PM EDT)**

### Question 12

7) Cost Proposal Pages for Scenario A, B and C show 20,846 estimated hours annually, can you provide the total hours by route showing the hours per day, per week? Also, can clarify if the hours are calculated with the reduced hours for Covid-19?

8) Exhibit C, Vehicle Inventory Scenario A, B and C show Seabreeze Trams and Trailers. Can you provide pictures of these trams and trailers or allow a physical inspection of these vehicles. Have these vehicles operated for the City of Fort Lauderdale in the past?

9) Will the contractor be responsible to house the trams and trailers at their facility? Will the contractor be responsible to provide Auto Liability and General Liability insurance for these trams and trailers? **(Submitted: Oct 15, 2020 11:06:12 AM EDT)**

### Answer

- A) Cost Proposal Pages for Scenario A, B and C show 20,846 estimated hours annually, can you provide the total hours by route showing the hours per day, per week? Also, can clarify if the hours are calculated with the reduced hours for Covid-19?

ANSWER: Please see updated Exhibit C

B) Exhibit C, Vehicle Inventory Scenario A, B and C show Seabreeze Trams and Trailers. Can you provide pictures of these trams and trailers or allow a physical inspection of these vehicles. Have these vehicles operated for the City of Fort Lauderdale in the past?

ANSWER: We have added Scenario D to Exhibit C listing the trams and trailers as separate entity. The rationale for this is that the operations of the Seabreeze Trams service is independent from that of the Community Shuttle Program. The Seabreeze Trams service is initiated and paid for by the City of Fort Lauderdale. A photo of the "tram and trailer" is provided in the updated Exhibit C. Launch of the Seabreeze Trams service in Summer 2019 has been cancelled due to COVID-19. The City will work with the approved vendor to identify a new launch date and service schedule for the Seabreeze Trams route.

C) Will the contractor be responsible to house the trams and trailers at their facility? Will the contractor be responsible to provide Auto Liability and General Liability insurance for these trams and trailers?

ANSWER: The trams and trailers will be parked in a City-owned property. The Contractor, however, will be responsible in providing an Auto Liability and General Liability insurance for the trams and trailers. **(Answered: Oct 16, 2020 5:22:31 PM EDT)**

### Question 13

10) How many passengers can the trams accommodate? How many passengers can the trailers accommodate? Are these vehicle open-aired and do they have doors or are they open to step on and off without any type of door?

11) Are the Seebreeze Trams and Trailers compliant with Florida Administrative Code 14-90? The RFP requires all of the vehicles to be 14-90 compliant on pages 20, 23 and 28 of the RFP. Please advise how we can agree to the terms of the RFP if these vehicles do not meet the 14-90 requirements.

12) Exhibit N of the RFP titled Bus Testing Compliance Certification requires the vehicles to be compliant with 49 USC A5323(c) and FTA's implementing regulations at 49 CFR, Part 665. Do the Seebreeze Trams and Trailers meet these requirements? Please note that signing this form subjects the authorized signer to civil penalties under 49 CFR 665.101.

the Program Fraud remedies. Please provide clarification on this very important item. **(Submitted: Oct 15, 2020 11:06:27 AM EDT)**

### Answer

- A) How many passengers can the trams accommodate? How many passengers can the trailers accommodate? Are these vehicle open-aired and do they have doors or are they open to step on and off without any type of door?

ANSWER: Approx. 7 passengers in the tram and approximately 11 passengers in the trailer. Both the tram and trailer are open aired without any type of door.

B) Are the Seabreeze Trams and Trailers compliant with Florida Administrative Code 14-90? The RFP requires all of the vehicles to be 14-90 compliant on pages 20, 23 and 28 of the RFP. Please advise how we can agree to the terms of the RFP if these vehicles do not meet the 14-90 requirements.

ANSWER: The Seabreeze Trams and Trailers are not compliant with Florida Administrative Code 14-90. The scope has been amended to clarify that FL Admin. Code 14-90 requirements stated in the RFP only apply to the Community Shuttle Program and excludes the Seabreeze Trams service. .

C) Exhibit N of the RFP titled Bus Testing Compliance Certification requires the vehicles to be compliant with 49 USC A5323(c) and FTA's implementing regulations at 49 CFR, Part 665. Do the Seabreeze Trams and Trailers meet these requirements? Please note that signing this form subjects the authorized signer to civil penalties under the Program Fraud remedies. Please provide clarification on this very important item.

ANSWER: The scope has been amended to clarify that all the federally required supplements including Exhibit N only apply to the Community Shuttle Program, which receives federal funding and excludes the Seabreeze Trams service, which is locally funded by the City. **(Answered: Oct 16, 2020 5:22:31 PM EDT)**

### Question 14

13) Can you provide a schedule of service hours for these Seabreeze Trams and Trailers, listing days and hours? Does the 20,836 hours of service listed in the RFP include the Seabreeze Trams?

14) Will the amount quoted on the price proposal page include the hourly rate of the Trams and Trailer for the Seabreeze route? Will the hourly rate be different when the Trams is being used without the trailer?

15) Will the City of Fort Lauderdale reconsider the Performance Standard fine of \$85.56 per hour for disruption or vehicle not in service? This amount is excessive. Can you also clarify what the failure/disruption definitions are? Does this include breakdowns and is there a time window to provide a replacement vehicle before the fines are applied?

16) The RFP states in 5.2, Evaluation Criteria that the City uses a mathematical formula to determine the scoring for each individual responsive firm based on the weighted criteria. Does the evaluation criteria in this RFP utilize any type of formula to assign the 30% for the Cost base on the Per Revenue Hour? Since there are three (3) Cost Proposals that must be submitted this creates additional consideration. Additionally, the cost proposal difference between proposers may be tens of thousands of dollars and the difference in the scoring calculation based upon the above formula could be only one point. Therefore, I would suggest the City to consider using a defined calculation to assign points based upon price difference and provide that formula prior to the submittal of proposals. **(Submitted: Oct 15, 2020 11:06:45 AM EDT)**

### Answer

- A) Can you provide a schedule of service hours for these Seabreeze Trams and Trailers, listing days and hours?

ANSWER: The schedule of service hours for the Seabreeze Trams and Trailers have been added in Exhibit B: Service Schedules, Routes, and Maps.

B) Does the 20,836 hours of service listed in the RFP include the Seabreeze Trams?

ANSWERS: See Addendum 1

C) Will the amount quoted on the price proposal page include the hourly rate of the Trams and Trailer for the Seebreeze route?

ANSWER: Scenario D, which only lists the vehicles for the Seabreeze Tram service, was added to Exhibit C. Proposers are requested to provide a separate cost proposal for Scenario D/ Seabreeze Tram service.

D) Will the hourly rate be different when the Trams is being used without the trailer?

ANSWER: Hourly rate will be the same when trams are being used without the trailer.

E) Will the City of Fort Lauderdale reconsider the Performance Standard fine of \$85.56 per hour for disruption or vehicle not in service? This amount is excessive. Can you also clarify what the failure/disruption definitions are? Does this include breakdowns and is there a time window to provide a replacement vehicle before the fines are applied?

ANSWER: The fine will only be charged if an incident of service disruption or failure is determined to be a result of actions or inactions of the Contractor and the Contractor failed to provide a replacement vehicle per breakdown requirements outlined in the RFP.

F) The RFP states in 5.2, Evaluation Criteria that the City uses a mathematical formula to determine the scoring for each individual responsive firm based on the weighted criteria. Does the evaluation criteria in this RFP utilize any type of formula to assign the 30% for the Cost base on the Per Revenue Hour? Since there are three (3) Cost Proposals that must be submitted this creates additional consideration. Additionally, the cost proposal difference between proposers may be tens of thousands of dollars and the difference in the scoring calculation based upon the above formula could be only one point. Therefore, I would suggest the City to consider using a defined calculation to assign points based upon price difference and provide that formula prior to the submittal of proposals.

ANSWER: Please see Addendum 2. 30% Cost will be broken out with 5% allocated to Scenario A, 10% allocated to Scenario B, 10% allocated to Scenario C, and 5% allocated to Scenario D. Lowest price will get the highest ranked score(s). Each Option A will be raked against all other Option A's submitted; each Option B will be raked against all other Option B's submitted and so on. City will not be changing how we calculate scores. **(Answered: Oct 20, 2020 9:37:26 AM EDT)**

#### Question 15

17) The RFP states in Section 2.23 that a 5% bid bond is required with the submittal and due to the questions and answers that must be provided that will clearly have a monetary impact on the price proposed, I would request an extension to allow enough time to calculate the price submittal and then request or apply for a Bid Bond from an approved Surety Company. This process takes time to submit and get approval and deliver the bond in a timely manner. Thank you for your consideration... **(Submitted: Oct 15, 2020 11:07:12 AM EDT)**

#### Answer

- Yes, we will be extending the end date and will post the addendum as soon as details are worked out. **(Answered: Oct 16, 2020 10:09:04 AM EDT)**

#### Question 16

With so many unanswered questions and only 12 days before the due date, will the City consider extending the due date? **(Submitted: Oct 16, 2020 8:43:10 AM EDT)**

#### Answer

- Yes, we will be extending the end date and will post the addendum as soon as details are worked out. **(Answered: Oct 16, 2020 9:33:39 AM EDT)**

#### Question 17

Because of the uncertainty of these hours, I am requesting that you put the bid off one month. I suggested that

a week ago, but have not heard back. (Submitted: Oct 16, 2020 3:42:05 PM EDT)

### Answer

- Bid End Date extended. See Addendum 1. (Answered: Oct 19, 2020 1:21:20 PM EDT)

### Question 18

A) We understand that with COVID, transit around the country are operating at lower levels than usual. You mentioned buses running 83.26 total vehicle hours per day. How many REVENUE HOURS are the buses CURRENTLY running on an ANNUAL BASIS?

B) Question: you are stating that in the last fiscal year (October 2019- September 2020) the service ran a total of 16,465.89 hours and that in April 2020, service hours were cut due to COVID-19. Can you please tell us what the service hours were from April 2020 to September 2020.

C) If you aren't running 20,846 revenue hours annually right now, is the approved vendor expected to ramp up service to 20,846 on day one of service? Or will that come in the future?

D) What would make you believe that service hours would resume to 83.26 total vehicle hours per day? If they do not resume at the time the contract begins due to an increase in Covid cases, would the winner of the RFP work with the City on an alternative plan? (Submitted: Oct 16, 2020 3:56:51 PM EDT)

### Answer

- A) We understand that with COVID, transit around the country are operating at lower levels than usual. You mentioned buses running 83.26 total vehicle hours per day. How many REVENUE HOURS are the buses CURRENTLY running on an ANNUAL BASIS?

ANSWER: In the last fiscal year (Oct 2019-Sep 2020), our service ran a total of 16,465.89 revenue hours. Note that, starting April 2020, the City had to reduce service hours due to COVID-19.

B) Question: you are stating that in the last fiscal year (October 2019- September 2020) the service ran a total of 16,465.89 hours and that in April 2020, service hours were cut due to COVID-19. Can you please tell us what the service hours were from April 2020 to September 2020.

ANSWER:

> Apr-20 - 1195.19

> May-20 - 997.7

> Jun-20 - 1050.64

> Jul-20 - 1093.9

> Aug-20 - 1034.93

> Sep-20 - 1034.93

Total April to September = 6407.29

C) If you aren't running 20,846 revenue hours annually right now, is the approved vendor expected to ramp up service to 20,846 on day one of service? Or will that come in the future?

ANSWER: We do not have a definitive answer to this yet. It will all depend on COVID-19 conditions. The plan is to resume full-service hours (approx. 83.26 total vehicle hours per day) once the new vendor starts the Contract.

(Answered: Oct 15, 2020 6:27:21 AM MDT)

D) What would make you believe that service hours would resume to 83.26 total vehicle hours per day? If they do not resume at the time the contract begins due to an increase in Covid cases, would the winner of the RFP work with the City on an alternative plan?

ANSWER: Resuming to full service hours is based on the assumption that the impacts of COVID-19 will be alleviated in Spring 2021.

If COVID-19 cases continue to rise past Spring 2021, then the City will work with the awarded vendor to identify an alternative plan. (Answered: Oct 22, 2020 3:26:51 PM EDT)

#### Question 19

You are stating that if COVID-19 cases continue to rise past Spring 2021, then the City will work with the awarded vendor to identify an alternative plan. Would the hourly rate then be renegotiated with the awarded vendor based on the lower quantity of service hours without the service getting re-bid again and outside of a full and open competitive process? (Submitted: Oct 20, 2020 10:54:45 AM EDT)

#### Answer

- We do not have a definitive answer yet regarding setting up an alternative plan. However, funding for Community Shuttle Service is paid to cities based on the set hourly rate for operations and maintenance as laid out in the executed County/City Interlocal Agreement. Cities are paid for the vehicle hours operated for the service. The hourly rate for this solicitation once determined will not be renegotiated even if COVID-19 reduced service hours is retained. (Answered: Oct 22, 2020 3:22:18 PM EDT)

#### Question 20

1. Is the City requiring the key personnel staff to be 100% dedicated to this service? The required key personnel seems excessive for this size of service. 2. Can bidders propose an alternative management structure? (Submitted: Oct 20, 2020 1:07:32 PM EDT)

#### Answer

- Key personnel staff do not need to be exclusively dedicated to this service. However, staff member who will fulfill each role needs to be identified and approved by the City prior to any contract award. The designated staff member should be the point of contact for the City throughout the duration of the Contract, unless in instances where there are staff turnovers.

The Contractor can propose to have the same staff member fulfill multiple related roles and present an organizational chart that depicts all personnel with respect to oversight and operation of service. Such information shall be part of the bid response and shall be subject to review, acceptance and approval of the City, prior to any contract award. (Answered: Oct 21, 2020 8:51:17 AM EDT)

#### Question 21

1. Please define the definitions of the data required within the dashboard.(example: Labor Utilization) 2. Is there a specific format for this required data to be reported? (Submitted: Oct 20, 2020 1:12:53 PM EDT)

#### Answer

- The most important measures included in the dashboard are the ones identified and defined in Section 3.2(l) and Section 3.16 of the scope. These measures reflect the evaluation of the following: labor utilization, service efficiency, service effectiveness, safety and security, and asset management. For example, complaints per 50,000 boardings could be used as a measure to determine the effectiveness of the service.

Other examples:

Labor utilization

> Passenger trips per full time employees dedicated to the service - measures labor utilization in relations to the number of riders

Service efficiency

> Operating expense per passenger trip - measures the efficiency of transporting riders ("bang for the buck"), operating expense could be the hourly rate for running the service/ number of passengers per hour

**Service effectiveness**

> Average trip length - measures service mobility (passenger miles/ passenger trips)

**Safety and security**

> Accidents per 100,000 revenue miles - measures accident rate, determinant of system's overall safety

**Asset management**

> Average revenue miles between road calls - reflects maintenance quality and asset condition as well as impacts passenger experience

As you can see based on the aforementioned examples, the data needed to calculate the measures is not outside of what is required in the scope. **(Answered: Oct 21, 2020 1:24:04 PM EDT)**

**Question 22**

Does the Broward County minimum wage apply to this contract? **(Submitted: Oct 20, 2020 1:14:07 PM EDT)**

**Answer**

- Please clarify question - what do you mean by County minimum wage?

The County/City Interlocal Agreement does not dictate a minimum wage amount for the Community Shuttle Program. **(Answered: Oct 22, 2020 3:11:48 PM EDT)**

**Question 23**

If the vehicle replacement schedule is not met, will the City allow for renegotiation of the contracted rates? **(Submitted: Oct 20, 2020 1:19:29 PM EDT)**

**Answer**

- If the vehicle schedule is not met, Scenario A pricing will be in effect until the new fleet arrives. Once the new shuttles are transitioned into the schedule then either Scenario B or C pricing takes over depending on whether gasoline or propane shuttles are provided. **(Answered: Oct 21, 2020 8:54:05 AM EDT)**

**Question 24**

Section 2.25 Insurance Requirements state under Business Auto Liability for Bodily Injury and Property Damage in an amount not less than \$1,000,000.00 combined single limit. Many municipalities in the State of Florida have reduced the limits of liability to \$300,000.00 for commercial contractors as the contractor indemnifies the municipality and the City of Fort Lauderdale is also protected by Sovereign Immunity. Would the City of Fort Lauderdale consider lowering the Business Auto Liability to \$300,000.00? **(Submitted: Oct 31, 2020 1:34:54 PM EDT)**

**Answer**

- No, the City wants to ensure protection for its neighbors from damage or injury related to this operation for a minimum of \$1 million. **(Answered: Nov 2, 2020 3:32:08 PM EST)**

**Question 25**

The SeaBreeze Trams that are being used and have been identified for this RFP look to be identical to the trams being used at the Fort Lauderdale-Hollywood International Airport. The Airport trams have a person in the back of the trailer identified as a Spieler who has a Public Address (PA) system with a microphone where they announce to the passengers to be seated and communicate with the driver when everyone is seated and it is safe to proceed. Do these SeaBreeze trams have a Public Address (PA) System and do they utilized the additional person known as a spieler when the trailers are being used?

Do to the location of the SeaBreeze route being serviced on Fort Lauderdale Beach and the type of vehicle being utilized along with the young clientele on the beach and the vehicle not having doors, where passengers can jump on and off easily, we believe that this could be an insurance nightmare. Would the City of Fort Lauderdale consider providing the insurance for these trams and the contactor would just provide the drivers? The City is going to be housing the vehicles and maintaining the vehicles, maybe the City can also provide the insurance as these vehicle may not be very safe in the event of an accident.

Who will be providing the fuel for the Trams? Who will be responsible for the payment of the fuel for the trams? Where will the trams be fueled?

Can you provide fuel data for these trams showing the miles per gallon utilizing just the tram and also utilizing the trailer and tram?

In RFP #12439-815 City of Fort Lauderdale Operations and Maintenance of Community Shuttle Transit Service is it a requirement for the proposer to submit Cost Proposals for Scenario A, B, C and D? Would the City of Fort Lauderdale consider bifurcating the Community Shuttle Service from the Tram Service and allow the proposers to Bid Scenario A, B and C and not bid Scenario D (Trams)? **(Submitted: Oct 31, 2020 2:21:14 PM EDT)**

### Answer

- A) Do these SeaBreeze trams have a Public Address (PA) System and do they utilized the additional person known as a spieler when the trailers are being used? Yes the trams have a PA system.

ANSWER: No, an additional person/ spieler is not required.

B) Do to the location of the SeaBreeze route being serviced on Fort Lauderdale Beach and the type of vehicle being utilized along with the young clientele on the beach and the vehicle not having doors, where passengers can jump on and off easily, we believe that this could be an insurance nightmare. Would the City of Fort Lauderdale consider providing the insurance for these trams and the contactor would just provide the drivers? The City is going to be housing the vehicles and maintaining the vehicles, maybe the City can also provide the insurance as these vehicle may not be very safe in the event of an accident.

ANSWER: No, the City cannot provide liability insurance for drivers that are not City employees, as the City only becomes liable due to the actions of the driver.

C) Who will be providing the fuel for the Trams?

ANSWER: The City will provide fuel.

D) Who will be responsible for the payment of the fuel for the trams?

ANSWER: The City will be responsible for paying the fuel of trams.

E) Where will the trams be fueled?

ANSWER: The City is responsible for fueling and will therefore determine fuel location.

F) Can you provide fuel data for these trams showing the miles per gallon utilizing just the tram and also utilizing the trailer and tram?

ANSWER: Since the Seabreeze tram service has not yet been fully launched, there is no data yet that shows the average fuel cost for the route.

G) In RFP #12439-815 City of Fort Lauderdale Operations and Maintenance of Community Shuttle Transit Service is it a requirement for the proposer to submit Cost Proposals for Scenario A, B, C and D? Would the City of Fort Lauderdale consider bifurcating the Community Shuttle Service from the Tram Service and allow the proposers to Bid Scenario A, B and C and not bid Scenario D (Trams)?

ANSWER: No. We need a cost proposal for all scenarios. **(Answered: Nov 2, 2020 3:30:26 PM EST)**

### Question 26

Section 4.2 "The City prefers that proposals be no more than 125 pages in one complete pdf document. The proposals should be organized, divided and indexed into the sections indicated herein. Additional documents and information should be provided as deemed appropriate by the respondent in proposal to specific requirements stated herein or through the RFP."

Does the 125 page count include: table of contents, executive summary, dividers, required forms, and attachments? (Submitted: Nov 2, 2020 2:10:00 PM EST)

**Answer**

- No (Answered: Nov 2, 2020 3:22:45 PM EST)

**Question 27**

Section 4.2 "The City prefers that proposals be no more than 125 pages in one complete pdf document. The proposals should be organized, divided and indexed into the sections indicated herein. Additional documents and information should be provided as deemed appropriate by the respondent in proposal to specific requirements stated herein or through the RFP."

Please note that some of the required attachments are lengthy, such as audited financial statements, which can be around 50 pages in length for larger companies. Can you confirm that these types of attachments will not be counted in the page limit? (Submitted: Nov 2, 2020 2:11:20 PM EST)

**Answer**

- Confirmed... these types of attachments will not be counted in the page limit. (Answered: Nov 2, 2020 3:22:45 PM EST)

**Question 28**

In exhibit B, the Seabreeze Tram schedule demonstrates 54 operational hours per week. When annualized, this represents 2,808 annual operational hours. Price scenario D is asking bidders to price 13,878 annual hours. This is a significant increase service. 1. Please confirm this volume is accurate. 2. Can you please provide detail on proposed schedules, additional trams, and any other important information that bidders need to consider for this increased service level? (Submitted: Nov 3, 2020 2:18:50 PM EST)

**Answer**

- A) Please confirm this volume is accurate.

ANSWER: You are correct. The Seabreeze Tram has a total of 2,808 annual operational hours. Scenario D "Cost Proposal page has been updated to reflect this correction. See Addendum 3.

B) Can you please provide detail on proposed schedules, additional trams, and any other important information that bidders need to consider for this increased service level?

ANSWER: Schedule and the number of trams will remain the same as indicated in Exhibit B. (Answered: Nov 5, 2020 10:31:16 AM EST)

**Question 29**

3.2.I. Performance Measures The City and Contractor shall maintain a minimum average of 7.1 passengers per revenue hour on all routes. If not met, the City and Contractor shall attempt to increase ridership, which may include modification of the route. Other performance measures include on-time performance, preventative maintenance adherence, missed passenger trips, availability of safety and accessibility equipment on vehicles, adherence to recordkeeping requirements, customer complaints, vehicle maintenance, and other performance categories. These measures shall be the basis of determining fines resulting from Contractor not meeting performance standards included in this RFP and resulting contract.

What are the fines or penalties if the 7.1 passengers per hour performance is not reached?

How much time will be allowed to increase the ridership performance?

Will the contractor be responsible for marketing costs to try to increase the ridership?



Would a route be in jeopardy of being cancelled if the ridership could not be increased?

What are your current ridership levels? (Submitted: Nov 4, 2020 12:53:23 PM EST)

#### Answer

- A) What are the fines or penalties if the 7.1 passengers per hour performance is not reached?

ANSWER: The clause in Section 2.8 of Exhibit A "Interlocal Agreement between Broward County and The City of Fort Lauderdale for Community Shuttle Service on Minimum Required Passengers Per Revenue Hour will apply. The County has the right to discontinue funding of routes that have not achieved the minimum 7.1 PPH requirement.

B) How much time will be allowed to increase the ridership performance?

ANSWER: Typically, a year.

C) Will the contractor be responsible for marketing costs to try to increase the ridership?

ANSWER: The City will cover marketing costs, but as indicated in the scope, the Contractor will be requested to assist or support the City's marketing efforts (i.e., in distributing marketing materials and in preserving the service's branding image).

D) Would a route be in jeopardy of being cancelled if the ridership could not be increased?

ANSWER: Yes

E) What are your current ridership levels? (Submitted: Nov 4, 2020 12:53:23 PM EST)

ANSWER: In FY 2018-2019, we have an annual total of 206,113 passenger trips. Ridership has declined significantly this fiscal year, most likely due to COVID, with an annual total of 129,395 passenger trips. However, it is important to note that the County has suspended the ridership criteria due to the pandemic. (Answered: Nov 4, 2020 5:03:28 PM EST)

#### Question 30

Pursuant to the Florida Public Records Law Chapter 119, Florida Statutes, please provide any agreements, contracts, memorandums of understanding, or the like the city has with your current service provider. (Submitted: Nov 4, 2020 12:55:56 PM EST)

#### Answer

- The current piggyback contract with Limousines of South Florida No.19-3410-04R is currently on the City's website available for all to see. Following are the links to the page and the 177 page document.

<https://www.fortlauderdale.gov/departments/finance/procurement-services/contract-list-sorted-by-procurement-specialist>

<https://www.fortlauderdale.gov/Home/ShowDocument?id=54023> (Answered: Nov 4, 2020 2:02:20 PM EST)

#### Question 31

In the RFP, Section 2.24.2 states that "The Proposer must have a Financial Size Categories (FSC) rating of no less than A- by the latest edition of Best's Key Rating Guide. Why is the Proposer required to have this Best rating?"

In Section 2.34 titled Contract Period, this contract is for three (3) years with two (2) additional two (2) year terms providing all terms conditions and specifications remain the same, both parties agree to the extension. In Section III "Technical Specifications/Scope of Services, Section 3.1 states The Contract resulting from the RFP will be a three (3) year Contract with two (2) two-year options for renewal, both at the discretion of the City, totaling seven (7) years. Please clarify that the two (2) two-year options needs to be agreed upon by both parties.

In Section 3.2 Scope of Work, Paragraph states eleven (11) shuttles are provided to the Contract by the City. In Section 3.19 titled City's Services Paragraph states The City shall lease to the Contractor twelve (12) wheelchair accessible, passenger vehicles. Can you please clarify the correct number or vehicles that will be provided to the contractor? **(Submitted: Nov 4, 2020 2:46:46 PM EST)**

### Answer

- In the RFP, Section 2.24.2 states that The Proposer must have a Financial Size Categories (FSC) rating of no less than A- by the latest edition of Best's Key Rating Guide. Why is the Proposer required to have this Best rating?  
ANSWER: This is the City's insurance requirement on all contracts.

In Section 2.34 titled Contract Period, this contract is for three (3) years with two (2) additional two (2) year terms providing all terms conditions and specifications remain the same, both parties agree to the extension. In Section III Technical Specifications/Scope of Services, Section 3.1 states The Contract resulting from the RFP will be a three (3) year Contract with two (2) two-year options for renewal, both at the discretion of the City, totaling seven (7) years. Please clarify that the two (2) two-year options needs to be agreed upon by both parties.  
ANSWER: Previously answered question 10 B

In Section 3.2 Scope of Work, Paragraph states eleven (11) shuttles are provided to the Contract by the City. In Section 3.19 titled City's Services Paragraph states The City shall lease to the Contractor twelve (12) wheelchair accessible, passenger vehicles. Can you please clarify the correct number or vehicles that will be provided to the contractor?

ANSWER: The City shall lease to the Contractor eleven (11) wheelchair accessible, passenger vehicles. See Addendum 3. **(Answered: Nov 5, 2020 10:29:45 AM EST)**

### Question 32

Question #31 states "In the RFP, Section 2.24.2 states that "The Proposer must have a Financial Size Categories (FSC) rating of no less than "A-" by the latest edition of Best's Key Rating Guide". Why is the Proposer required to have this Best rating?" The ANSWER the following: This is the City's insurance requirement on all contracts. The question asks why is the Proposer required to have this BEST Rating? We understand that the insurance company that is providing the Bond must have the Best Rating but the RFP states that the "Proposer" MUST have the rating. Please clarify that the rating must be the insurance company providing the bond and not the proposer.

Question #25 "C" asks "Who will be providing the fuel for the Trams?" ANSWER: The City will be responsible for paying the fuel of trams. In addendum # 3 Scenario D – Cost Proposal Page – Updated states \*Unit Price Per Service Hour shall include fuel. In this updated Price Page it states UNIT PRICE per SERVICE HOUR (INCLUDING FUEL). If your answer in Question #25 states that the City will be responsible for paying for the fuel of the trams, why does the updated price sheet in addendum #3 include the above language on the Fuel? Additionally, why is the proposer asked to provide estimated fuel costs when the question was asked "Can you provide fuel data for these trams showing the miles per gallon utilizing just the tram and also utilizing the trailer and tram and the City answered that they did not have data. How is the proposer to provide this information and why the proposer asked to provide hourly rates that include the fuel if the city is responsible for the fuel. Please provide clarification on this important item. **(Submitted: Nov 5, 2020 5:12:08 PM EST)**

### Answer

- A) It is the insurance/bond company that must have the Best Key rating of A-.

B) Scenario D Page Updated with Addendum 4 **(Answered: Nov 10, 2020 9:39:52 AM EST)**

### Question 33

What does the 129,395 passenger trips equate to on a passengers per hour basis? **(Submitted: Nov 6, 2020 2:54:53 PM EST)**

**Answer**

- 7.9PPH (Answered: Nov 6, 2020 5:07:03 PM EST)

**Question 34**

What was the average passengers per hour performance during your most recent full month of service?  
(Submitted: Nov 6, 2020 2:55:52 PM EST)

**Answer**

- Average of 3.9 PPH in Sept 2020 (Answered: Nov 6, 2020 5:05:55 PM EST)

**Question 35**

Is the current rate to your provider of service \$44 per hour or \$49.97 per hour? We saw two different rates in the contract you provided.

Does that include operations, maintenance, repairs, fuel, and housing of the vehicles?

Does your current contract allow for reimbursement of total hours of service? Or just revenue service hours?

Is the current reimbursement based on actual hours operated? Or are you reimbursing based on the estimated operations hours? (Submitted: Nov 6, 2020 3:01:30 PM EST)

**Answer**

- Is the current rate to your provider of service \$44 per hour or \$49.97 per hour? We saw two different rates in the contract you provided.

ANSWER: Our agreement with our current service provider is temporary based on a piggyback contract for \$44 per hour. We are currently in the process of amending our ILA with the County to reflect the change in amount.

Does that include operations, maintenance, repairs, fuel, and housing of the vehicles?

ANSWER: The \$44 per hour rate is inclusive of operations, maintenance, repairs, fuel and housing of vehicles.

Does your current contract allow for reimbursement of total hours of service? Or just revenue service hours?

ANSWER: Revenue hours only.

Is the current reimbursement based on actual hours operated? Or are you reimbursing based on the estimated operations hours?

ANSWER: Based on estimated operations hours. (Answered: Nov 6, 2020 4:46:00 PM EST)

**Question 36**

Answer - Nov 06, 2020 4:46:00 PM EST

Is the current rate to your provider of service \$44 per hour or \$49.97 per hour? We saw two different rates in the contract you provided.

ANSWER: Our agreement with our current service provider is temporary based on a piggyback contract for \$44 per hour. We are currently in the process of amending our ILA with the County to reflect the change in amount.

**Question**

Is the change of \$44.00/hr to \$49.97/hr retroactive once the increase is approved by the County?

Is the current reimbursement based on actual hours operated? Or are you reimbursing based on the estimated operations hours?

ANSWER: Based on estimated operations hours.

#### Question

I'm confused by this answer. The estimated hours are currently 20,846 annually. Based on your answer above, it would appear that you are reimbursing on the estimated hours of 20,846 and not actual hours. Can you please clarify? (Submitted: Nov 8, 2020 3:37:25 PM EST)

#### Answer

- Is the change of \$44.00/hr to \$49.97/hr retroactive once the increase is approved by the County?

ANSWER: In the case of the piggyback contract, the rate change is from \$49.97/hr to \$44/hr. Yes, the change is retroactive. Once the piggyback contract is fully executed, the County will amend Exhibit F of the County-City ILA for Community Shuttle Service (please see Exhibit A of the RFP package).

CLARIFICATION: The vendor will be reimbursed based on the estimated operations hours multiplied by the number of vehicles operated minus the missed service hours. 45 minutes of delay in service is considered as a missed service.

For example, the span of service for the Beach Route is from 10.30am to 5.00pm:

November 9, 2020 - Estimated operations hours is 6.5 hours, multiplied by the number of vehicles say 3 vehicles, minus 50 minutes of missed service. Then, the total vehicle hours for the day is 18.67 hours. (Answered: Nov 10, 2020 10:35:10 AM EST)

#### Question 37

Can we see a list of bidders for this bid? (Submitted: Nov 8, 2020 6:02:29 PM EST)

#### Answer

- We see what everyone sees in BidSync. Currently, there are no bidders. (Answered: Nov 9, 2020 12:20:41 PM EST)

#### Question 38

Question Is the current reimbursement based on actual hours operated? Or are you reimbursing based on the estimated operations hours?

ANSWER: Based on estimated operations hours.

We are also confused by this answer. Are you paying the current service provider per hour based on the hours they actually operate? Or are you paying them per hour based on an estimation of service hours whether or not they actually provide that service? If you are paying based on estimated hours and they are getting paid whether or not they actually operate those hours, what are the total estimated hours you are basing the rate on?

Are there any separate memorandums of understanding or agreements that you have with your current service provider, other than those that were already posted online? (Submitted: Nov 9, 2020 2:36:49 PM EST)

#### Answer

- The vendor will only be paid for services rendered.

The vendor will be reimbursed based on the estimated operations hours multiplied by the number of vehicles operated minus the missed service hours. 45 minutes of delay in service is considered as a missed service.

For example, the span of service for the Beach Route is from 10.30am to 5.00pm:

Example 1: November 8, 2020 - Estimated operations hours is 6.5 hours, multiplied by the number of vehicles say 3 vehicles, minus 50 minutes of missed service. Then, the total vehicle hours for the day is 18.67 hours.

Example 2: November 9, 2020 - Estimated operations hours is 6.5 hours, multiplied by the number of vehicles say 2 vehicles, minus 45 minutes of missed service. Then, the total vehicle hours for the day is 12.25 hours.

Are there any separate memorandums of understanding or agreements that you have with your current service provider, other than those that were already posted online?

ANSWER: No (Answered: Nov 10, 2020 10:35:10 AM EST)

### Question 39

The most recent response regarding the annual hours for the Seabreeze Tram confirmed the annual hours should be 2,808. However, the new Scenario D Cost Proposal page still has the incorrect 13,878 hours. The form is locked so the hours cannot be modified. Can you please provide a revised Scenario D Cost Proposal page?

(Submitted: Nov 10, 2020 11:51:44 AM EST)

### Answer

- Thank you. New Scenario D Revised and Uploaded Scenario D - Cost Proposal Page 111020R uploaded.

(Answered: Nov 10, 2020 1:03:03 PM EST)

### Question 40

Question #25 in the Questions and Answers asks "Who will be providing the fuel for the Trams?" It was answered, The City will be responsible for paying the fuel of trams. Addendum #4, dated 11/10/20 provides a revised Scenario D –Cost Proposal Page 111020. This page states under "NOTES: Unit Price Per Service Hour shall include fuel." It also states in the column titled "Unit Price per Service Hour (Including Fuel)". Please clarify if the City or the Contractor is responsible for the cost of fuel for the trams. (Submitted: Nov 10, 2020 1:22:09 PM EST)

### Answer

- Scenario D Revised again. The City is responsible for the fuel for the Trams. (Answered: Nov 10, 2020 1:47:02 PM EST)

### Question 41

Would the City consider a proposal where the operator provided its own vehicles for one or more routes?

Would the City consider a proposal including electric vehicles for one or more routes?

Would the City consider an on-demand option for one or more routes as a way to encourage more ridership?

(Submitted: Nov 10, 2020 3:32:15 PM EST)

### Answer

- Would the City consider a proposal where the operator provided its own vehicles for one or more routes?

ANSWER: We welcome the inclusion of additional information regarding this topic, but please make sure to focus on providing pricing for services outlined in the scope of work.

Would the City consider a proposal including electric vehicles for one or more routes?

ANSWER: We welcome the inclusion of additional information regarding this topic, but please make sure to focus on providing pricing for services outlined in the scope of work.

Would the City consider an on-demand option for one or more routes as a way to encourage more ridership?

ANSWER: Not in this contract, but the City is considering this option to complement the Community Shuttle

service. (Answered: Nov 12, 2020 2:54:03 PM EST)

**Question 42**

The 5% of the proposed amount- I wanted to make sure that it's referring to the proposed amount for the first year of the contract only. Could you please confirm? (Submitted: Nov 13, 2020 2:21:53 PM EST)

**Answer**

- See Addendum 6

2.23.1 Updated to now read: A proposal security payable to the City of Fort Lauderdale shall be submitted with the proposal response in the amount of five percent (5%) of the total proposed First Term (Years 1, 2 & 3) amount of the

highest offer submitted for either Scenario A, B, C or D. A proposal

security can be in the form of a bid bond or cashier's check. (Answered: Nov 13, 2020 2:24:06 PM EST)