



Delray Beach CRA
20 N. Swinton Avenue
Delray Beach, FL 33444

Delray Beach CRA
RFP No. 2018-08
Fixed Route Transportation Services

REQUEST FOR PROPOSALS

RFP NO.: 2018-08

TITLE: FIXED-ROUTE TRANSPORTATION SERVICES
DUE DATE AND TIME: January 18, 2019 2:00 P.M., (LOCAL TIME)

INSTRUCTIONS

Sealed Proposals must be received on or before the due date and time (local time) at the City of Delray Beach City Hall, Front Lobby Reception Desk, 100 N.W. 1st Street, Delray Beach, Florida 33444. Normal City business hours are 8:00 A.M. to 5:00 P.M., Monday through Friday, except holidays.

All Proposals will be publicly opened at City Hall unless otherwise specified. Each Proposal submitted to the CRA shall have the following information clearly marked on the face of the sealed package: Proposer's name, return address, RFP number, due date for Proposals, and the title of the RFP. Included in the envelope shall be a one (1) original hard copy to include a signed original Solicitation Summary, one (1) duplicate hard copy, and four (4) electronic versions of your Proposal on CD or a USB thumb drive in a usable PDF format. If the Solicitation Summary is not included in the package as a hard copy, the CRA may deem the Proposal non-responsive. Proposals must contain all information required to be included in the submittal, as described in this solicitation.

BROADCAST

The Delray Beach CRA utilizes electronic online services for notification and distribution of its solicitation documents. The CRA's solicitation information can be obtained from: (a) BidSync – www.bidsync.com; (b) Purchasing webpage on the City of Delray Beach [website](#) and Delray Beach CRA website <https://delraycra.org/rfp/>; (c) Request via email purchasing@mydelraybeach.com; or (d) City Hall via hard copies.

Proposers who obtain solicitations from sources other than those named above are cautioned that the Request for Proposals package may be incomplete. The CRA will not evaluate incomplete Proposal packages. BidSync is an independent entity and is not an agent or representative of the CRA. Communications to independent entities do not constitute communications to the CRA. The CRA is not responsible for errors and omissions occurring in the transmission or downloading of any documents, addenda, plans, or specifications from these websites. In the event of any discrepancy between information on these websites and the hard copy solicitation documents, the terms and conditions of the hard copy documents will prevail.

CONTACT

Any questions regarding the specifications and solicitation process must be submitted in writing to the Purchasing Department at purchasing@mydelraybeach.com. Requests for clarification and additional information must be received by the Deadline for Submission of Questions on January 8, 2019 at 5:00 P.M. local time.



The Delray Beach
20 N. Swinton Avenue
Delray Beach, FL 33444
LEGAL ADVERTISEMENT

REQUEST FOR PROPOSALS NO. 2018-08
Fixed Route Transportation Services

The Delray Beach CRA is seeking Proposals from qualified firms for the provision of transportation services, in accordance with the terms, conditions, and specifications contained in this Request for Proposals.

Request for Proposals documents are available beginning December 17, 2018 on the Purchasing Department webpage of the City of Delray Beach website at http://www.mydelraybeach.com/business/purchasing_department.php and Delray Beach CRA website <https://delraycra.org/rfp/>, or by contacting the City Purchasing Department at purchasing@mydelraybeach.com or by phone at 561-243-7129.

Sealed Proposal packages must be clearly marked "RFP No. 2018-08, Fixed-Route Transportation Services", and delivered to the City of Delray Beach City Hall, Front Lobby Reception Desk, 100 N.W. 1st Street, Delray Beach, Florida 33444. The deadline for submission of Proposals is February 1, 2019 at 2:00 P.M. local time. At that time, the Proposals will be publicly opened, and the names of Proposers read aloud at the Delray Beach CRA. **Late Proposals will not be accepted and will be returned to the sender.**

The Delray Beach CRA will hold a Non-Mandatory Pre-Proposal Conference on January 7, 2019 at the First Floor Conference Room at CRA Hall, 100 N.W. 1st Avenue, Delray Beach, Florida, 33444 starting promptly at 2:00 P.M.

It is the responsibility of the Proposer to ensure all pages are included in the submission. All Proposers are advised to closely examine the solicitation package. Any questions regarding the completeness or substance of the solicitation package or scope of services must be submitted in writing via email to purchasing@mydelraybeach.com.

The Delray Beach CRA is exempt from Federal and State Taxes for tangible personal property tax.

The Delray Beach CRA reserves the right to accept or reject any or all Proposals, in whole or in part, with or without cause, to waive any irregularities and/or technicalities, and to award the contract on such coverage and terms it deems will best serve the interests of the CRA.

DELRAY BEACH CRA

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SECTION 1 GENERAL INFORMATION

- 1.1 A Pre-Proposal Conference will be held on January 7, 2019 at 2:00 P.M.:

at
CRA Hall First Floor Conference Room
100 N.W. 1st Avenue
Delray Beach, FL 33444

Attendance is recommended but not mandatory for those intending to submit a Proposal.

If you need a sign language interpreter or materials in accessible format for this event, please contact the Purchasing Department at purchasing@mydelraybeach.com or by phone at 561.243.7129 at least five (5) days in advance of the conference.

- 1.2 The purpose of the Pre-Proposal Conference is to provide and solicit information relative to the scope, purpose, nature, and extent of the work, and any local conditions that may affect the work and its performance. Submission of a Proposal shall constitute an acknowledgement by the Proposer that it has thoroughly examined and is familiar with the requirements of this solicitation package.

The failure or neglect of a Proposer to examine the solicitation package shall in no way relieve the Proposer of any obligation with respect to its Proposal or the requirements of the contract. No claim for additional compensation will be allowed which is based on a lack of knowledge of the requirements of this solicitation package or the resultant contract.

DELRAY BEACH CRA

END OF SECTION 1

SECTION 2 PROJECT OVERVIEW

- 2.1 The Delray Beach Community Redevelopment Agency is interested in creating a multi-modal mobility system, in accordance with the scope of services defined herein.
- 2.2 In June 2013, the CRA of Delray Beach, Florida (CRA) began offering trolley services to transport its citizens, visitors, and business employees between the Delray Beach Tri-Rail Station and the CRA's beach, providing various trolley stops along the route. From June 2013 through January 2018, the trolley services were operated by Unique Transportation & Tours (Unique). Currently, the trolley services are operated by First Transit, and the normal schedules for the trolleys are 6:00 A.M. to 7:00 P.M. Monday through Friday and 8:00 A.M. to 6:00 P.M. on Saturday and Sunday for Route One, and 6:45 A.M. to 11:15 P.M. Monday through Friday, and 12:00 P.M. to 11:00 P.M. on Saturday and Sunday for Route Two. Both routes stop at the same designated trolley stops along/near Atlantic Avenue. A map showing the current trolley route can be found in Exhibit A. The CRA is considering limiting the number of trolley stops offered.

Both companies' responsibilities to the CRA include providing drivers to operate the CRA's trolleys and insuring the CRA-owned trolleys. Each of the CRA's trolleys are maintained and fueled by the CRA and hold approximately 22 persons, not including standees that could be accommodated on the trolleys. Unique's hourly rate per driver was \$36 for normal hours and \$42 for overtime hours. The option to rent a trolley from Unique was \$85 per hour. First Transit's current hourly rate per driver is \$45 for normal and overtime hours, with an option to rent a trolley for \$60 per hour, inclusive of a driver. Current trolley schedules have been adjusted to remain within the CRA's allotted annual budget.

The CRA currently partners with Transit App to improve mobility and help local commuters navigate the CRA's trolley services in real-time. The CRA's relationship with Transit App is anticipated to remain throughout the term of the fixed-route transportation services agreement.

- 2.3 The CRA intends to award an agreement for five (5) years with the option to renew for up to an additional five (5) years. Options to renew are subject to the CRA's and the selected Proposer's mutual acceptance of any renewal options.
- 2.4 The Recommendation of Award for this Solicitation will be to the Proposer(s) with the highest ranking/scores, or as otherwise agreed upon by the Evaluation Committee, and whom the CRA is able to negotiate an acceptable Agreement.
- 2.5 In 2020, the CRA will receive a grant from the Palm Beach Metropolitan Planning Organization (MPO) in the amount of \$860,000 to purchase new vehicles. These vehicles will be used to help provide fixed-route transportation services and are expected to be brought into service by November 2021.

2.6 The anticipated schedule for this solicitation is as follows:

ITEM	EVENT	DATE/TIME
a.	Issue RFP	December 17, 2018
b.	Institute Cone of Silence	December 17, 2018
c.	Non-Mandatory Pre-Proposal Conference CRA Hall First Floor Conference Room	January 7, 2019, 2:00 P.M.
d.	Deadline for Delivery of Questions	January 22, 2019, 5:00 P.M.
e.	Due Date and Time (for delivery of Proposals)	February 1, 2019 by 2:00 P.M.
f.	Completion of Due Diligence	By February 8, 2019
g.	Technical Evaluations CRA Hall First Floor Conference Room	February 22, 2019,
h.	Presentations (if necessary)	March 1, 2019
i.	Final Evaluations	March 8, 2019

END OF SECTION 2

SECTION 3

GENERAL TERMS AND CONDITIONS

- 3.1 **DEFINITIONS**
- a. **Proposal:** any offer(s) submitted in response to this Request for Proposal.
 - b. **Proposer:** person or firm submitting a response to this Request for Proposal.
 - c. **Solicitation or Request for Proposal:** this solicitation documentation, including any and all addenda.
 - d. **Proposal Submittal forms:** describes the goods or services to be purchased, and must be completed and submitted with the Proposal.
 - e. **CRA:** shall refer to the CRA of Delray Beach, Florida.
 - f. **Contract or Agreement:** Request for Proposal, all addenda issued thereto, all affidavits, the signed agreement, and all related documents that comprise the totality of the contract or agreement between the CRA and the Proposer.
 - g. **Contractor:** selected Proposer that is awarded a contract to provide the goods or services to the CRA.
 - h. **Purchasing Department:** Purchasing Department of the CRA of Delray Beach, Florida.
 - i. **Responsible Proposer:** Proposer that has the capability in all respects to perform in full the contract requirements, as stated in the Request for Proposals, and the integrity and reliability that will assure good-faith performance.
 - j. **Responsive Proposer:** Proposer whose Proposal conforms in all material respects to the terms and conditions included in the Request for Proposals.
- 3.2 **CONE OF SILENCE**
- Pursuant to Section 2-355 of the Palm Beach County Ordinance No. 2011-039, and the purchasing policies of the CRA of Delray Beach, all solicitations, once advertised and until the appropriate authority has approved an award recommendation, are under the "Cone of Silence". This limits and requires documentation of communications between potential bidders and/or bidders on CRA solicitations, the CRA's professional staff, and the CRA Commission members.
- 3.3 **ADDENDUM**
- The Purchasing Department may issue an addendum in response to any inquiry received, prior to the due date for Proposals, which changes, adds, or clarifies the terms, provisions, or requirements of the solicitation. The Proposer should not rely on any representation, statement, or explanation, whether written or verbal, other than those made in the solicitation document or in the addenda issued. Where there appears to be a conflict between the solicitation and any addenda, the last addendum issued shall prevail. It is the Proposer's responsibility to ensure receipt of all addenda and any accompanying documentation. The Proposer is required to submit with its Proposal a signed "Acknowledgment of Addenda" form, when any addenda have been issued.
- 3.4
- 3.5
- 3.6
- 3.7
- 3.8
- LEGAL REQUIREMENTS**
- This solicitation is subject to all legal requirements contained in the applicable CRA Ordinances and Resolutions, as well as all applicable CRA, State, and Federal Statutes. Where conflict exists between this solicitation and these legal requirements, the authority shall prevail in the following order: Federal, State, and local.
- CHANGE OF PROPOSAL**
- Prior to the scheduled due date for Proposals, a Proposer may change its Proposal by submitting a new Proposal (as indicated on the cover page) with a letter on the firm's letterhead, signed by an authorized agent stating that the new Proposal replaces the original Proposal. The new submittal shall contain the letter and all information as required for submitting the original Proposal. No changes to a Proposal will be accepted after Proposals have been opened.
- WITHDRAWAL OF PROPOSAL**
- A Proposal shall be irrevocable unless the Proposal is withdrawn as provided herein. Only a written letter received by the Purchasing Department prior to the due date for Proposals may withdraw a Proposal. A Proposal may also be withdrawn ninety (90) days after the Proposal has been opened and prior to award, by submitting a letter to the Purchasing and Contracts Director. The withdrawal letter must be on company letterhead and signed by an authorized agent of the Proposer.
- CONFLICTS WITHIN THE SOLICITATION**
- Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Scope of Services, and/or Description of Items, the Proposal Submittal forms, or any addendum issued, the order of precedence shall be: the last addendum issued, the Proposal Submittal forms, the Scope of Services and/or Description of Items, the Special Conditions, and then the General Terms and Conditions.
- PROMPT PAYMENT TERMS**
- It is the policy of the CRA that payment for all purchases by CRA departments shall be made in a timely manner. The CRA will pay the selected Proposer upon receipt and acceptance of the goods or services by a duly authorized

- representative of the CRA. In accordance with Florida Statutes, Section 218.74, the time at which payment shall be due from the CRA shall be forty-five (45) days from receipt of a proper invoice. The time at which payment shall be due to small businesses shall be thirty (30) days from receipt of a proper invoice. Proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the CRA Manager or designee, not later than sixty (60) days after the date on which the proper invoice was received by the CRA.
- 3.9 DISCOUNTS (PROMPT PAYMENTS)**
The Proposer may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the selected Proposer during the evaluation period. Proposers are requested to provide prompt payment terms in the space provided on the Proposal submittal forms signature page of the solicitation.
- 3.10 PREPARATION OF PROPOSALS**
- a. The Proposal submittal forms define requirements of the services to be performed or the items to be purchased, and must be completed and submitted with the Proposal. Use of any other forms will result in the rejection of the Proposal. The Proposal submittal forms must be legible. Proposers shall use typewriter, computer, or ink. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the Proposal to be rejected.
 - b. An authorized agent of the Proposer's firm must sign the Proposal submittal forms where indicated. **Failure to sign the Signature Page of the Proposal shall render the Proposal non-responsive.**
 - c. The Proposer must identify any exceptions it takes to the terms and conditions of the solicitation and contract. Exceptions will not automatically result in the Proposer being deemed non-responsive; however, such a determination is at the discretion of the CRA. Proposers are cautioned that they may be considered non-responsive if Proposals are conditioned to modifications, changes, or revisions to the terms and conditions of this solicitation.
 - d. The Proposer may submit alternate Proposal(s) for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate Proposal must meet or exceed the minimum requirements and be submitted as a separate Proposal marked "Alternate Proposal".
 - e. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.
 - f. Late Proposals will not be accepted and will be returned to the sender unopened. It is the Proposer's responsibility to ensure timely delivery by the due date and time, and at the place stated in this solicitation. No exceptions will be made due to weather, carrier, traffic, illness, or other issues.
- 3.11 CANCELLATION OF SOLICITATION**
The CRA reserves the right to cancel, in whole or in part, any Requests for Proposals when it is in the best interest of the CRACRA.
- 3.12 AWARD OF CONTRACT**
- i. This contract may be awarded to the responsive and responsible Proposer meeting all requirements as set forth in the solicitation. The CRA reserves the right to reject any and all Proposals, to waive irregularities or technicalities, and to re-advertise for all or any part of this solicitation as deemed in its best interest. The CRA shall be the sole judge of its best interest.
 - ii. The CRACRA reserves the right to reject any and all Proposals if it is determined that prices are excessive, best offers are determined to be unreasonable, or it is otherwise determined to be in the CRA's best interest to do so.
 - iii. The Proposer's prior performance as a prime contractor or subcontractor on previous CRA contracts shall be taken into account in evaluating the Proposal received for this solicitation.
 - iv. The CRACRA will provide a copy of the ranking and scores to all Proposers responding to this solicitation.
 - v. Award of this Proposal may be predicated on compliance with and submittal of all required documents as stipulated in the solicitation.
 - vi. The CRACRA reserves the right to request and evaluate additional information from any Proposer after the due date for Proposals, as the CRA deems necessary.
- 3.13 CONTRACT EXTENSION**
The CRA reserves the right to automatically extend any agreement for a maximum period not to exceed ninety (90) calendar days in order to provide CRA departments with continual service and supplies while a new agreement is being solicited, evaluated, and/or successful.
- 3.14 WARRANTY**
All warranties express and implied shall be made available to the CRA for goods and services covered by this solicitation. All goods furnished shall be fully guaranteed by the selected Proposer against factory defects and workmanship. At no expense to the CRA, the selected Proposer shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty.
- 3.15 ESTIMATED QUANTITIES**
Estimated quantities or dollars are for Proposer's guidance only: (a) estimates are based on the CRA's anticipated needs and/or usage; and (b) the CRA may use these estimates to determine the selected Proposer. No guarantee is expressed or implied as to quantities or dollars that will be used during the contract period. The CRA is not obligated to place any

order for the given amount subsequent to the award of this contract.	
3.16 NON-EXCLUSIVITY It is the intent of the CRA to enter into an agreement with the selected Proposer that will satisfy its needs as described herein. However, the CRA reserves the right as deemed in its best interest to perform, or cause to be performed, the work and services, or any portion thereof, herein described in any manner it sees fit, including but not limited to, award of other contracts, use of any contractor, or perform the work with its own employees.	
3.17 CONTINUATION OF WORK Any work that commences prior to and will extend beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the CRA and the selected Proposer, continue until completion at the same prices, terms, and conditions.	
3.18 PROTEST a. A recommendation for contract award or rejection of award may be protested by a Proposer. The Proposer may file a written protest with the CRA, Monday through Friday, between the hours of 8:00 a.m. and 5:00 P.M., excluding legal holidays. Protests shall contain the name, address, and phone number of the petitioner, name of the petitioner's representative (if any), and the title and Proposal number of the solicitation. The protest shall specifically describe the subject matter, facts giving rise to the protest, and the action requested from the CRA. b. The written protest must be received no later than seventy-two (72) consecutive hours (excluding Saturdays, Sundays, and legal holidays) after the time of initial posting of the intended award. Failure to file a timely formal written protest within the time period specified shall constitute a waiver by the Proposer of all rights of protest under this procedure. c. In the event of a timely protest, the CRA will not proceed further with award of the contract and agreement until all administrative remedies are exhausted, or until the CRA Executive Director determines the award of the contract is immediately necessary to protect the public health, welfare, or safety.	
3.19 LAWS AND REGULATIONS The selected Proposer shall comply with all laws and regulations applicable to provide the goods or services specified in this solicitation. The Proposer shall be familiar with all federal, state, and local laws that may affect the goods and/or services offered.	
3.20 LICENSES, PERMITS AND FEES The selected Proposer shall hold all licenses and/or certifications, obtain and pay for all permits and/or inspections, and comply with all laws, ordinances, regulations, and building code requirements applicable to the work required herein. Damages, penalties, and/or fines imposed on the CRA or a selected Proposer for failure to obtain and maintain required licenses, certifications, permits, and/or inspections shall be borne by the selected Proposer.	
3.21 SUBCONTRACTING Unless otherwise specified in this solicitation, the selected Proposer shall not subcontract any portion of the work without the prior written consent of the CRA. The ability to subcontract may be further limited by the Special Conditions. Subcontracting without the prior consent of the CRA shall constitute a material breach of the agreement and may result in termination of the contract for default.	
3.22 ASSIGNMENT The selected Proposer shall not assign, transfer, hypothecate, or otherwise dispose of this contract, including any rights, title, or interest therein, or its power to execute such contract to any person, company, or corporation without the prior written consent of the CRA. Assignment without the prior consent of the CRA may result in termination of the contract for default.	
3.23 SHIPPING TERMS Unless otherwise specified in the solicitation, prices quoted shall be F.O.B. Destination. Freight shall be included in the proposed price.	
3.24 RESPONSIBILITIES AS EMPLOYER The employee(s) of the selected Proposer shall be considered to be at all times its employee(s), and not an employee(s) or agent(s) of the CRA or any of its departments. The selected Proposer shall provide physically competent employee(s) capable of performing the work as required. The CRA may require the selected Proposer to remove any employee it deems unacceptable. All employees of the selected Proposer shall wear proper identification.	
	It is the selected Proposer's responsibility to ensure that all its employees and subcontractors comply with the employment regulations required by the US Department of Homeland Security. The CRA shall have no responsibility to check or verify the legal immigration status of any employee of the selected Proposer.
3.25 INDEMNIFICATION The selected Proposer shall indemnify and hold harmless the CRA and its officers, employees, agents, and instrumentalities from any and all liability, losses, or damages, including attorney's fees and costs of defense, which the CRA or its officers, employees, agents, or instrumentalities may incur as a result of claims, demands, suits, causes of actions, or proceedings of any kind or nature arising out of, relating to, or resulting from the performance of the agreement by the selected Proposer or its employees, agents, servants, partners, principals, or subcontractors. The	

selected Proposer shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the CRA, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The selected Proposer expressly understands and agrees that any insurance protection required by this contract agreement or otherwise provided by the selected Proposer shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the CRA or its officers, employees, agents, and instrumentalities as herein provided.	3.29	TERMINATION FOR DEFAULT
A Proposer recommended for award as the result of a competitive solicitation for any CRA purchase of supplies, materials, and services (including professional services, other than professional architectural, engineering, and other services subject to Sec. 287.055 Florida Stats.), purchase, lease, permit, concession, or management agreement shall, within five (5) business days of the filing of such recommendation, submit an affidavit under the penalty of perjury, on a form provided by the CRA stating either that the contractor is not related to any of the other parties proposing in the competitive solicitation or identifying all related parties; and attesting that the Proposal is genuine and not a sham or collusive or made in the interest or on behalf of any person not therein named, and that the Proposer has not, directly or indirectly, induced or solicited any other Proposer to put in a sham Proposal, or any other person, firm, or corporation to refrain from proposing, and that the Proposer has not in any manner sought by collusion to secure to the Proposer an advantage over any other Proposer. In the event a recommended Proposer identifies related parties in the competitive solicitation, its Proposal shall be presumed to be collusive and the recommended Proposer shall be ineligible for award unless that presumption is rebutted to the satisfaction of the CRA. Any person or entity that fails to submit the required affidavit shall be ineligible for contract award.	3.30	FRAUD AND MISREPRESENTATION
MODIFICATION OF CONTRACT The contract may be modified by mutual consent, in writing, through the issuance of a modification to the contract, a supplemental agreement, purchase order, or change order, as appropriate.	3.31	ACCESS AND AUDIT OF RECORDS
TERMINATION FOR CONVENIENCE The CRA, at its sole discretion, reserves the right to terminate any contract entered into pursuant to this Request for Proposals (RFP) with or without cause immediately upon providing written notice to the selected Proposer. Upon receipt of such notice, the selected Proposer shall not incur any additional costs under the contract. The CRA shall be liable only for reasonable costs incurred by the selected Proposer prior to the date of the notice of termination. The CRA shall be the sole judge of "reasonable costs."	3.32	PRE-AWARD INSPECTION
	3.33	PROPRIETARY/CONFIDENTIAL INFORMATION

Proposers are hereby notified that all information submitted as part of, or in support of, Proposal submittals will be available for public inspection after the opening of Proposals in compliance with Chapter 119 of the Florida Statutes; popularly known as the "Public Record Law." The Proposer shall not submit any information in response to this

solicitation that Proposer considers a trade secret, proprietary, or confidential. The submission of any information to the CRA in connection with this solicitation shall be deemed conclusively to be a waiver of any trade secret or other protection that would otherwise be available to the Proposer. In the event that the Proposer submits information to the CRA in violation of this restriction, either inadvertently or intentionally, and clearly identifies that information in the Proposal as protected or confidential, the CRA may, in its sole discretion, either (a) communicate with the Proposer in writing in an effort to obtain the Proposer's withdrawal of the confidentiality restriction, or (b) endeavor to redact and return that information to the Proposer as quickly as possible, and if appropriate, evaluate the balance of the Proposal. The redaction or return of information pursuant to this clause may render a Proposal non-responsive.	3.35	practices, including specifically, a description of the types of uses and disclosures that would be made with protected health information.
3.34 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) Any person or entity that performs or assists the CRA with a function or activity involving the use or disclosure of "individually identifiable health information (IIHI) and/or Protected Health Information (PHI) shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996. HIPAA mandates for privacy, security, and electronic transfer standards include, but are not limited to:	3.37	ADDITIONAL FEES AND SURCHARGES
a. Use of information only for performing services required by the contract or as required by law; b. Use of appropriate safeguards to prevent non-permitted disclosures; c. Reporting to the CRA any non-permitted use or disclosure; d. Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the Proposer and reasonable assurances that IIHI/PHI will be held confidential; e. Making Protected Health Information (PHI) available to the customer; f. Making PHI available to the customer for review and amendment, and incorporating any amendments requested by the customer; g. Making PHI available to the CRA for an accounting of disclosures; and h. Making internal practices, books, and records related to PHI available to the CRA for compliance audits.	3.38	Unless provided for in the contract/agreement, the CRA will not make any additional payments such as fuel surcharges, demurrage fees, or delay-in-delivery charges.
	3.39	COMPLIANCE WITH FEDERAL STANDARDS All items to be purchased under this contract shall be in accordance with all governmental standards, to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).
	3.40	COMPLIANCE WITH FEDERAL REGULATIONS DUE TO USE OF FEDERAL FUNDING If the goods or services to be acquired under this solicitation are to be purchased, in part or in whole, with Federal funding, it is hereby agreed and understood that Section 60-250.4, Section 60-250.5, and Section 60-741.4 of Title 41 of the United States Code, which addresses Affirmative Action requirements for disabled workers, is incorporated into this solicitation and resultant contract by reference.
	3.41	BINDING EFFECT All of the terms and provisions of this contract/agreement, whether so expressed or not, shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective legal representatives, successors, and permitted assigns.
		SEVERABILITY If any part of this contract is contrary to, prohibited by, or deemed invalid under applicable law or regulation, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited, or invalid, but the remainder hereof shall not be invalidated thereby and shall be given full force and effect so far as possible.
		GOVERNING LAW AND VENUE This contract and all transactions contemplated by this agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida without regard to any contrary conflicts of law principle. Venue of all proceedings in connection herewith shall lie exclusively in Palm Beach County, Florida, and each party hereby waives whatever its respective rights may have been in the selection of venue.
		ATTORNEY'S FEES It is hereby understood and agreed that in the event any lawsuit in the judicial system, federal or state, is brought to enforce compliance with this contract or interpret same, or if any administrative proceeding is brought for the same purposes, each party shall pay their own attorney's fees and costs, including appellate fees and costs.

PHI shall maintain its protected status regardless of the form and method of transmission (paper records and/or electronic transfer of data). The selected Proposer must give its customers written notice of its privacy information

- 3.42 EQUAL OPPORTUNITY AND ANTI-DISCRIMINATION**
 The CRA complies with all laws prohibiting discrimination on the basis of age, race, gender, religion, creed, political affiliation, sexual orientation, physical or mental disability, color or national origin, and therefore is committed to assuring equal opportunity in the award of contracts and encourages small, local, minority, and female-owned businesses to participate.
 During the performance of this contract, the selected Proposer agrees it will not discriminate or permit discrimination in its hiring practices or in its performance of the contract. The selected Proposer shall strictly adhere to the equal employment opportunity requirements and any applicable requirements established by the State of Florida, Palm Beach County, and the federal government.
- The selected Proposer further acknowledges and agrees to provide the CRA with all information and documentation that may be requested by the CRA from time to time regarding the solicitation, selection, treatment, and payment of subcontractors, suppliers, and Proposers in connection with this contract.
- 3.43 AVAILABILITY OF CONTRACT TO OTHER CRA DEPARTMENTS**
 It is agreed and understood that any CRA department or agency may access this contract and purchase the goods or services successful herein. Each CRA department will issue a separate purchase order to the selected Proposer for the department's specific purchases.
- 3.44 CRIMINAL HISTORY BACKGROUND CHECKS**
 Prior to hiring a contract employee or contracting with a Proposer, the CRA may conduct a comprehensive criminal background check by accessing any Federal, State, or local law enforcement database available. The contract employee or Proposer will be required to sign an authorization for the CRA to access criminal background information. The costs for the background checks shall be borne by the CRA.
- 3.45 LABOR, MATERIALS, AND EQUIPMENT**
 Unless specified elsewhere in the solicitation or resultant contract, all labor, materials, and equipment required for the performance of the requirements of the contract shall be supplied by the selected Proposer.
- 3.46 MINIMUM WAGE REQUIREMENTS**
 The selected Proposer shall comply with all minimum wage requirements, such as Living Wage requirements, minimum wages based on Federal Law, minimum wages based on the Davis-Bacon Act, and the provisions of any other employment laws, as may be applicable to this contract.
- 3.47 PACKING SLIP AND DELIVERY TICKET**
 A packing slip and/or delivery ticket shall accompany all items delivered to the CRA. The documents shall include information on the contract number or purchase order, any

back order items, and the number or quantity of items being delivered.

- 3.48 PURCHASE OF OTHER ITEMS**
 The CRA reserves the right to purchase other related goods or services, not listed in the solicitation, during the contract term. When such requirements are identified, the CRA may request a price quote from the selected Proposer on the contract. The CRA, at its sole discretion, will determine if the prices offered are reasonable, and may choose to purchase the goods or services from the selected Proposer, another contract Proposer, or a non-contract Proposer.

- 3.49 PUBLIC RECORDS**
 Florida law provides that municipal records shall at all times be available to the public for inspection. Chapter 119, Florida Statutes, the Public Records Law, requires that all material submitted in connection with a Proposal response shall be deemed to be public record subject to public inspection upon award, recommendation for award, or thirty (30) days after Proposal opening, whichever occurs first. Certain exemptions to public disclosure are statutorily provided for in Section 119.07, Florida Statutes. If the Proposer believes any of the information contained in his/her/its Proposal is considered confidential and/or proprietary, inclusive of trade secrets as defined in Section 812.081, Florida Statutes, and is exempt from the Public Records Law, then the Proposer must, in its response, specifically identify the material which is deemed to be exempt and state the legal authority for the exemption. All materials that qualify for exemption from Chapter 119, Florida Statutes or other applicable law must be submitted in a separate envelope, clearly identified as "EXEMPT FROM PUBLIC DISCLOSURE" with the firm's name and the Proposal number clearly marked on the outside. The CRA will not accept Proposals when the entire Proposal is labeled as exempt from disclosure. The CRA's determination of whether an exemption applies shall be final, and the Proposer agrees to defend, indemnify, and hold harmless the CRA and the CRA's officers, employees, and agents against any loss or damages incurred by any person or entity as a result of the CRA's treatment of records as public records.

The selected Proposer(s) shall keep and maintain public records and fully comply with the requirements set forth at Section 119.0701, Florida Statutes, as applicable; failure to do so shall constitute a material breach of any and all agreements awarded pursuant to this solicitation.

- 3.50 CONFLICTS OF INTEREST**
 All Proposers must disclose with their Proposal the name of any officer, director, or agent who is also an employee of the CRA of Delray Beach. Further, all Proposers must disclose the name of any CRA employee who has any interest, financial or otherwise, direct or indirect, of five percent (5%) or more in the Proposers' firm or any of its branches. Failure to disclose any such affiliation will result in disqualification of the Proposer from this solicitation and may be grounds

for further disqualification from participating in any future solicitations with the CRA.	3.51	PUBLIC ENTITY CRIMES As provided in Section 287.133(2) (a), Florida Statutes, a person or affiliate who has been placed on the convicted Proposers list following a conviction for a public entity crime may not submit a Proposal on a contract to provide any goods or services to a public entity; may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit Proposals on leases of real property to a public entity; may not be successful or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity.	3.56	charge the selected Proposer for any additional costs that are incurred by the CRA for this work or items, either through a credit memorandum or through invoicing.
3.52	OTHER GOVERNMENTAL AGENCIES If a Proposer is successfully awarded a contract as a result of this solicitation, the Proposer shall allow other governmental agencies to access this contract and purchase the goods and services under the terms and conditions at the prices awarded.	3.57	ACCIDENT PREVENTION AND BARRICADES Precautions shall be exercised at all times for the protection of persons and property. All selected Proposers performing services or delivering goods under this contract shall conform to all relevant OSHA, State, and County regulations during the course of such effort. Any fines levied by the above-mentioned authorities for failure to comply with these requirements shall be borne solely by the selected Proposer. Barricades shall be provided by the selected Proposer when work is performed in areas traversed by persons, or when deemed necessary by the CRA.	
3.53	COMPLETION OF WORK AND DELIVERY All work shall be performed and all deliveries made in accordance with good commercial practice. The work schedule and completion dates shall be adhered to by the selected Proposer, except in such cases where the completion date will be delayed due to acts of nature, force majeure, strikes, or other causes beyond the control of the selected Proposer. In these cases, the selected Proposer shall notify the CRA of the delays in advance of the original completion so that a revised delivery schedule can be appropriately considered by the CRA.	3.58	OMISSIONS IN SPECIFICATIONS The scope of services or description of items contained within this solicitation describes the various functions and classes of work required as necessary for the completion of the project. Any omissions of inherent technical functions or classes of work within the specifications and/or statement of work shall not relieve the Proposer from furnishing, installing, or performing such work where required to the satisfactory completion of the project.	
3.54	FAILURE TO DELIVER OR COMPLETE WORK Should the selected Proposer fail to deliver or complete the work within the time stated in the contract, it is hereby agreed and understood that the CRA reserves the authority to cancel the contract with the selected Proposer and secure the services of another Proposer to purchase the items or complete the work. If the CRA exercises this authority, the CRA shall be responsible for reimbursing the selected Proposer for work that was completed and items delivered and accepted by the CRA in accordance with the contract specifications. The CRA may, at its option, demand payment from the selected Proposer, through an invoice or credit memo, for any additional costs over and beyond the original contract price that were incurred by the CRA as a result of having to secure the services of another Proposer.	3.59	MATERIALS SHALL BE NEW AND WARRANTED AGAINST DEFECTS The selected Proposer hereby acknowledges and agrees that all materials, except where recycled content is specifically requested, supplied by the selected Proposer in conjunction with this solicitation and resultant contract shall be new, warranted for their merchantability, and fit for a particular purpose. In the event any of the materials supplied to the CRA by the selected Proposer are found to be defective or do not conform to specifications, (1) the materials may be returned to the selected Proposer at the Proposer's expense and the contract cancelled; or (2) the CRA may require the selected Proposer to replace the materials at the selected Proposer's expense.	
3.55	CORRECTING DEFECTS The selected Proposer shall be responsible for promptly correcting any deficiency, at no cost to the CRA, within three (3) calendar days after the CRA notifies the selected Proposer of such deficiency in writing. If the selected Proposer fails to correct the defect, the CRA may (a) place the selected Proposer in default of its contract; and/or (b) procure the products or services from another source and	TOXIC SUBSTANCES/FEDERAL "RIGHT TO KNOW" REGULATIONS The Federal "Right to Know" Regulation implemented by the Occupational Safety and Health Administration (OSHA) requires employers to inform their employees of any toxic substances to which they may be exposed in the workplace, and to provide training in safe handling practices and emergency procedures. It also requires notification to local fire departments of the location and characteristics of all toxic substances regularly present in the workplace.	Accordingly, the selected Proposer performing under this contract is required to provide two (2) complete sets of Material Safety Data Sheets to each CRA department utilizing any products that are subject to these regulations. This information shall be provided at the time when the initial delivery is made, on a department-by-department basis.	

- 3.60 **TAXES**
The CRA is exempt from Federal and State taxes for tangible personal property.
- 3.61 **PROPOSER'S COSTS**
The CRA shall not be liable for any costs incurred by Proposers in responding to this Request for Proposals.
- 3.62 **SUBSTITUTION OF PERSONNEL**
It is the intention of the CRA that the selected Proposer's personnel proposed for the contract shall be available for the initial contract term. In the event the selected Proposer wishes to substitute personnel, the selected Proposer shall propose personnel of equal or higher qualifications, and all replacement personnel are subject to the CRA's approval. In the event the substitute personnel are not satisfactory to the CRA, and the matter cannot be resolved to the satisfaction of the CRA, the CRA reserves the right to cancel the contract for cause.
- 3.63 **FORCE MAJEURE**
The CRA and the selected Proposer are excused from the performance of their respective obligations under the contract 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, natural disasters, 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:
- a. 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.
 - b. The excuse of performance is of no greater scope and of no longer duration than is required by the force majeure.

- c. 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.
- d. 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 CRA may excuse performance for a longer term. Economic hardship of the selected Proposer shall not constitute a force majeure. The term of the contract shall be extended by a period equal to that during which either party's performance is suspended under this section.

3.64

NOTICES

Notices shall be effective when received at the addresses specified in the contract/agreement. Changes in respective addresses to which such notices are to be directed may be made from time to time by either party by written notice to the other party. Facsimile and email transmissions are acceptable notice effective when received; however, facsimile and email transmissions received after 5:00 P.M. or on weekends or holidays will be deemed received on the next business day. The original of the notice must also be mailed to the receiving party.

Nothing contained in this section shall be construed to restrict the transmission of routine communications between representatives of the selected Proposer and the CRA of Delray Beach.

3.65

FISCAL FUNDING OUT

The CRA's obligation pursuant to any contract or agreement entered into in accordance with this solicitation is specifically contingent upon the lawful appropriation of funds. Failure to lawfully appropriate funds for any contract or agreement awarded shall result in automatic termination of the contract or agreement. A non-appropriation event shall not constitute a default or breach of said contract or agreement by the CRA.

END OF SECTION 3

SECTION 4

SPECIAL TERMS AND CONDITIONS

4.1 PURPOSE

The purpose of this Request for Proposals (RFP) is to solicit Proposals from qualified firms who can provide transportation services.

4.2 ELIGIBILITY

To be eligible to respond to this Request for Proposals and be considered for award, the Proposer must demonstrate, to the satisfaction of the CRA, that it or the principals assigned to the project has successfully provided services, similar in scope and complexity, to the services required herein.

4.3 SUBCONTRACTING

Subcontractors are permitted. Joint partnerships and other business ideas to provide a creative and flexible transportation solution(s) are also permitted.

4.4 GENERAL STANDARDS

The successful Proposer shall at all times comply with all rules, regulations, and ordinances of the City and other governmental agencies having jurisdiction. The successful Proposer shall further take all precautions and extreme care to conduct its activities in a safe, professional, and prudent manner with respect to its agents, employees, members, visitors, and participants.

4.5 DEFAULT

a. In the event the successful Proposer defaults in the performance of the contract, the CRA shall have the following options:

i. The CRA Executive Director will give the successful Proposer thirty (30) days' written notice of default. If the problem is not resolved within the thirty (30) days, the CRA may immediately terminate the contract upon providing written notice of the Proposer's failure to timely cure the default and obtain the services elsewhere.

ii. The CRA may recover at law any and all claims that may be due to the CRA from the successful Proposer.

iii. The CRA may perform such work as it deems necessary to cure the default or subsequent default and charge the successful Proposer for the full cost of labor and materials expended, plus thirty percent (30%) of the cost for administrative overhead.

b. The acceptance of all or part of monies due for any period after a default shall not be deemed as a waiver of any of these options, or a waiver of the default or subsequent default of the same or any other term, covenant, and condition.

- c. The selected Proposer agrees that the CRA shall not be responsible or have any liability whatsoever for any alleged damages, claim of lost profits, or otherwise in the event the CRA declares the successful Proposer in default hereunder.

4.6 INSURANCE

The selected Proposer shall not commence any performance pursuant to the terms of this solicitation until certification or proof of insurance has been received and approved by the CRA Executive Director or designee.

The required insurance coverage is to be issued by an insurance company authorized, licensed and registered to do business in the State of Florida, with the minimum rating of B+ or better, in accordance with the latest edition of A.M. Best's Insurance Guide. This insurance shall be documented in certificates of insurance which provides that the City of Delray Beach and CRA shall be notified at least thirty (30) days in advance of cancellation, non-renewal, or adverse change. The receipt of certificates or other documentation of insurance or policies or copies of policies by the City or CRA or by any of its representatives, which indicate less coverage than is required, does not constitute a waiver of the selected Proposer's obligation to fulfill the insurance requirements herein. Deductibles must be acceptable to the City of Delray Beach and CRA.

The selected Proposer must submit a current Certificate of Insurance, naming the City of Delray Beach and CRA as an additional insured and listed as such on the insurance certificate. New certificates of insurance are to be provided to the City and CRA upon expiration.

The selected Proposer shall provide insurance coverage as follows:

a. **WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**

Workers Compensation Insurance to apply for all employees in compliance with the "Workers Compensation Law" of the State of Florida and all applicable Federal laws. The City and CRA reserves the right not to accept exemptions to the Workers Compensation requirements of this solicitation.

Employer's Liability Insurance with a limit of not less than \$500,000 for each accident, \$500,000 for each disease, and \$500,000 aggregate.

b. **COMPREHENSIVE GENERAL LIABILITY**

Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence for combined bodily injury and property damage. Such certificate shall list the City and CRA as additional insured.

c. **AUTOMOBILE LIABILITY**

Automobile Liability Insurance shall be maintained in accordance with the State of Florida laws, and to include owned, non-owned, and hired, with minimum limits of \$5,000,000 per occurrence.

The selected Proposer must submit, no later than ten (10) days after award and prior to commencement of any work, a Certificate of Insurance naming the City of Delray Beach and CRA as an additional insured.

4.7 PERFORMANCE BOND/LETTER OF CREDIT
Intentionally Omitted

4.8 CERTIFICATIONS

Any Proposer which submits an offer in response to this solicitation shall, at the time of such offer, hold all the required licenses, permits, and certifications issued by the applicable State or County agency qualifying the Bidder to perform the services described in this solicitation.

The CRA may at its option, and in its best interest, allow the Proposer to supply any missing information on certification and licensing during the Bid Evaluation period.

4.9 METHOD OF PAYMENT: MONTHLY INVOICES

The selected Proposer shall submit an invoice to the CRA, each month, after the services have been performed and have been received and accepted by the CRA. The amount charged shall not be in excess of the rates and fees agreed to in the Agreement.

The date of the invoices shall not exceed thirty (30) calendar days from the performance of the work. Under no circumstances shall the invoice be submitted to the CRA in advance of the performance of the work.

The invoice shall contain the following basic information: the awarded Bidder's name and address, invoice number, date of invoice, description of the service performed, the contract number, purchase order number, and any discounts.

The CRA prides itself on paying its vendors promptly and efficiently, and as such requires that vendors accept payment via wire transfer, ACH (direct deposit), or an appropriate electronic payment method. The CRA is averse to issuing paper checks and seeks to discontinue this practice. All payments shall be made in accordance with the Florida Prompt Payment Act, Section 218.74, *Florida Statutes*, upon presentation of a proper invoice by the awarded Bidder.

4.10 OTHER FORMS OR DOCUMENTS

If the CRA is required by the selected Proposer to complete and execute any other forms or documents in relation to this solicitation, the terms, conditions, and requirements in this solicitation shall take precedence to any and all conflicting or modifying terms, conditions or requirements of the selected Proposer's forms or documents.

4.11 MODIFICATION OF SERVICES

- a. The CRA reserves the right to delete or modify any portion of the contracted services at any time without cause, and if such right is exercised by the CRA, the rates and fees shall be reduced at the same ratio as the estimated costs of the services deleted relates to the estimated costs of the service originally contracted. If service has already been provided on the portion of the work to be deleted, the selected Proposer will be paid for the deleted portion based on the estimated percentage of the completion of such portion.

- b. If the selected Proposer and the CRA agree on modifications or revisions to the service elements, after the CRA has approved performance of a particular task or project, and a budget has been established for that task or project, the selected Proposer shall submit a revised budget to the CRA for approval prior to proceeding with the task or project.

4.12 FLORIDA REGISTRATION

The selected Proposer shall be registered with the State of Florida, Division of Corporations to do business in Florida.

4.13 PENALTY

The Schedule of Penalties the CRA will assess against the Contractor as a consequence of the Contractor's failure to conform to the customer service requirements as outlined in the Agreement are as follows:

- a. Failure to provide backup service within one hour in the event that one or more vehicles are out of service shall result in a penalty of \$45.00 per hour or portion of an hour per affected bus.
- b. Failure to provide heat or air conditioning shall result in a penalty of \$40.00 per occurrences per affected bus.
- c. Failure to maintain vehicle exterior and interior cleanliness and aesthetics shall result in a penalty of \$100.00 per occurrences.
- d. Failure to maintain transit schedule within a 20 minute window, excluding acts of weather, road construction/closing shall result in a penalty of \$100.00 after the third occurrence in any given month.
- e. Failure to notify the City regarding any changes in schedule or route shall result in a penalty of \$100.00 per occurrence.

Penalty charges incurred in any given month will be deducted from the payment for that month

END OF SECTION 4

SECTION 5 SCOPE OF SERVICES

5.1 GENERAL INFORMATION AND BACKGROUND

The intent of this solicitation is to obtain an agreement(s) to provide a year round fixed-route transportation program (Program) that will provide the City of Delray Beach (City) residents, visitors, and business employees (Riders) with convenient and efficient transportation options. Service should be hospitality oriented and ensure no more than 20 minutes headways. Program may include supplementary service during special events requiring vehicles, personnel and resources. Proposers should offer creative solutions to address the City's transportation needs. The CRA has allocated \$500,000 for the implementation and operations for the first year of the Program. The anticipated start date of operations for the selected proposer is May 1, 2019.

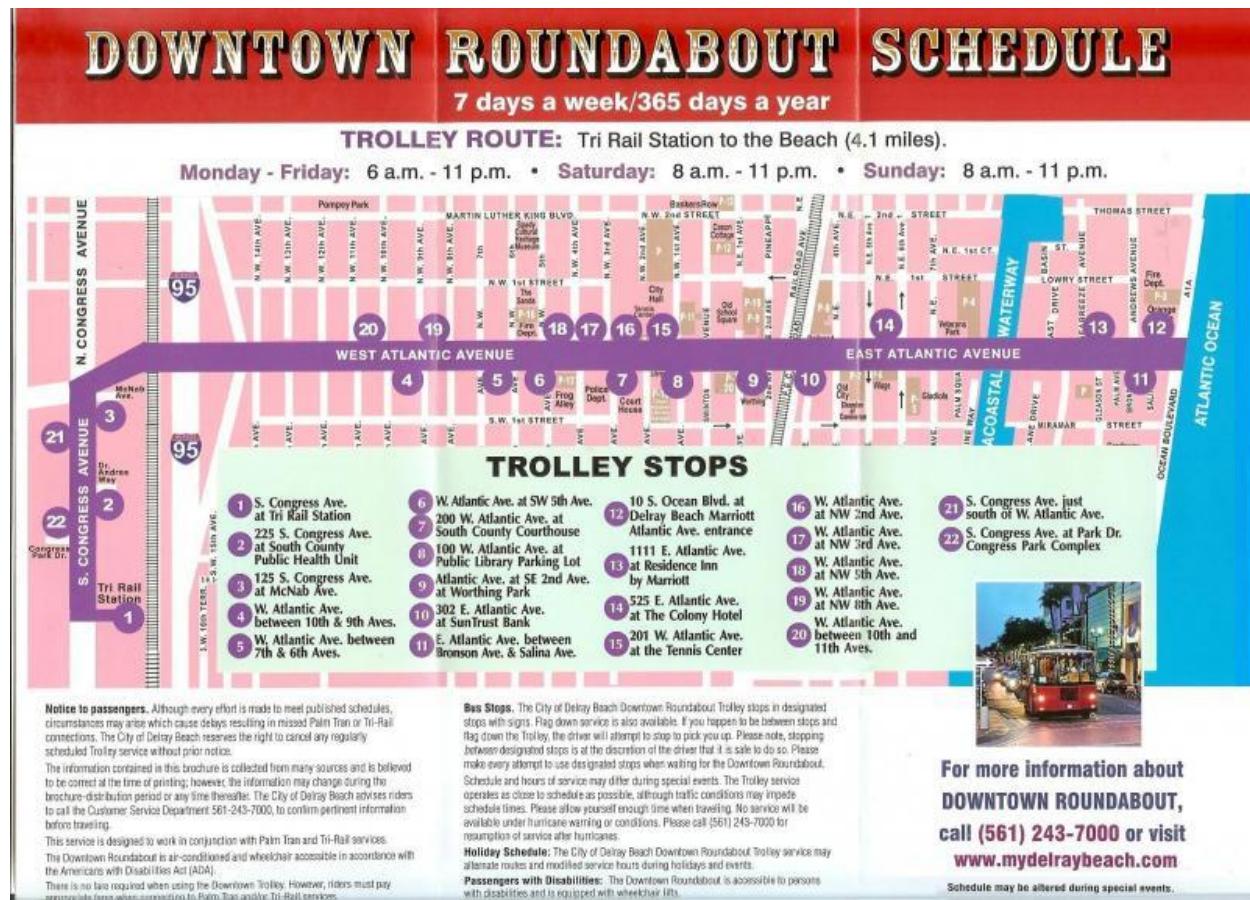
The CRA reserves the right to cancel this agreement with or without cause.

5.2 LOCATION

a. Fixed-Route Transportation Services

1. The selected Proposer will be responsible for serving transportation hubs, as to be determined and/or approved by the CRA, along and near Atlantic Avenue east of I-95 and inclusive of the Delray Beach Tri-Rail Station located at 345 S. Congress Avenue, Delray Beach, Florida 33444. Routes are subject to change depending on the needs and conditions determined by the CRA. The CRA is considering minimizing the number of transportation hubs while still ensuring efficient and effective fixed-route transportation services.

Below is a map of the existing routes and transportation hubs:



5.3 OBJECTIVES

By implementing the Program, the CRA desires to meet, at minimum, the following objectives:

- Reduce downtown traffic
- Promote mobility options within the City, CRA District and Downtown core
- Reduce emissions
- Provide time-saving transportation alternatives to searching for available parking
- Increase parking availability
- Allow Riders to visit various City destinations without driving their own vehicles
- Help attract talented employees to various City businesses via convenient access
- Alleviate business' parking expenses
- Improve service and increase ridership for fixed-route transportation services
- Provide Riders with a safe and pleasant experience with capable, qualified, and courteous drivers

5.4 CUSTOMER SERVICE

Customer service is one of the CRA's key factors of the Program. The selected Proposer will be responsible for addressing all complaints in a courteous and timely manner and provide reports to CRA staff as needed.

5.5 PROGRAM SERVICE PACKAGE

The CRA is seeking creative and flexible fixed-route Program service package to satisfy its City's and CRA's mobility needs and to provide a comprehensive transportation solution. There is a need to shuttle Riders to and from the Delray Beach Tri-Rail Station and other City transportation hubs, as well as to transport Riders to and from the City's downtown area, within the CRA Limits east of I-95. The Program will be awarded to one Proposer, to address City's and CRA's needs.

5.6 SERVICE PARAMETERS FOR FIXED-ROUTE TRANSPORTATION SERVICES

The selected Proposer will provide services using its own vehicles. Vehicles should be a new mid-sized shuttle with seating capacity of 16-22 passengers and be aesthetically tourist-oriented.

The City currently owns three 2012 Supreme Trolleys, manufactured on a Freightliner chassis.

Within the next three (3) years, the City will receive a grant from the South Florida Regional Transportation Authority (SFRTA) in the amount of \$860,000.00 to purchase new vehicles. These vehicles will be used to provide fixed-route transportation services and are expected to be brought into service by November, 2021.

The use of environmentally friendly vehicles is **required**. All vehicles must meet required ADA compliance standards, be air conditioned, and be equipped with bicycle racks. The vehicles used throughout the term of the contract must be consistent and identifiable with the appropriate program signage.

The criteria below constitute the CRA's service parameters for fixed-route transportation services:

- a. Shall shuttle Riders to and from transportation hubs along the CRA-approved service route(s)
- b. Shall provide services from at least 6:00 A.M. to 11:15 P.M. Monday through Friday and 8:00 A.M. to 11:00 P.M. on Saturday and Sunday, or as otherwise designated by the CRA. Hours of operation may be changed based on ridership data. Additionally, service will be provided during holidays and special events.
- c. Shall meet or exceed all requirements of the Americans with Disabilities Act (ADA)
- d. Shall allow CRA to install items, such as rider counting software and transportation nodes, in non-CRA owned vehicles
- e. Services are currently free to Riders; however, proposals that consider a fare are encouraged to offset operational costs.
- f. Shall be prepared to adjust fleet to adhere to changing demands, such as during special events
- g. Subject to CRA's prior written consent, advertising within and/or outside of vehicles may be permitted and is encouraged to off-set operational costs, if in accordance with all City ordinances, policies and procedures.
- h. Drivers of selected Proposer will serve as ambassadors for CRA and present themselves in a friendly, personable, and customer-service oriented manner at all times
- i. Proposer shall provide professional, experienced, well-groomed hospitality-oriented personnel and resources to communicate engagingly with riders while answering their questions

- j. Drivers must hold the required, up-to-date chauffeur license, have a clean driving record and be comfortable speaking knowledgably about the City of Delray Beach as a visitor destination. Ability to converse in other languages (French and Spanish) would be helpful
- k. Vehicles shall be street-legal
- l. Proven alternative energy sources to run the vehicles are encouraged to be utilized
- m. Vehicles shall accommodate bicycles for riders to safely and efficiently store their bicycles while in transit
- n. Vehicles shall be equipped with equipment/hardware to collect ridership data and with GPS units.
- o. Vehicles shall be aesthetically suitable for a neighborhood shuttle.
- p. Proposer shall provide weekly, monthly, quarterly and yearly reports to CRA staff. These reports may include, but not limited to, ridership, complaints, mileage, collected fees, driver's names and suspensions, and accidents.
- q. Proposer shall be knowledgeable of Florida Administrative Code, Rule Chapter 14-90 and its requirements for public transportation.
- r. Drivers of selected Proposer must fulfill all legal requirements to operate vehicles safely, including being properly licensed
- s. If selected Proposer provides services using its own vehicles, selected Proposer will be responsible for all costs associated with operating and maintaining its own fleet of vehicles, including charging and/or fueling, maintenance, registration, storage and insurance.

The CRA reserves the right to require the immediate dismissal of any personnel who fail to meet the standard outlined above. Relief personnel shall be readily available throughout the term of the contract.

5.7 COST OF THE PROGRAM TO THE CRA

The selected Proposer shall ensure any fees to be charged to the CRA for the Program are outlined in the agreement. Fees that are not outlined in the agreement will not be accepted. All fees shall remain firm for the initial one-year period of the agreement. Any escalation in pricing thereafter will be subject to approval by the CRA in its sole discretion.

The CRA's first year budget for the Program is \$500,000. Historically, the CRA's budget for the trolley services, including trolley maintenance and repair costs, was \$475,000.

5.8 SELECTED PROPOSER'S RESPONSIBILITY

The selected Proposer shall be responsible for ensuring that all its employees are in compliance, at all times, with the Terms, Conditions and Specifications outlined in this Request for Proposals.

The selected Proposer shall be responsible for obtaining all necessary permits, licenses, and/ or registration cards in compliance with all applicable Federal, State, and Local statutes pertaining to the services as specified or required.

The selected Proposer will be responsible for securing its own office space. If Proposer is providing vehicles, the selected proposer shall be responsible for storing, fueling and maintaining its own vehicles. The selected Proposer will be responsible for managing the fare collection process and have appropriate safeguards and auditing in place to insure proper handling and reporting.

END OF SECTION 5

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SECTION 6 RESPONSE REQUIREMENTS

6.1 SUBMITTAL REQUIREMENTS

In response to this solicitation, the Proposer should return one (1) original hard copy to include a signed original Solicitation Summary, one (1) duplicate hard copy, and four (4) electronic versions of your Proposal on CD or a USB thumb drive in a usable PDF format. Proposers should carefully follow the format and instructions outlined herein. All documents and information must be fully completed and signed as required. Do not password-protect electronic documents.

The Proposal shall be written in sufficient detail to permit the CRA to conduct a meaningful evaluation of the proposed services. However, overly elaborate responses are not requested or desired.

6.2 REQUIRED INFORMATION

In addition to the information required in Section 5, Scope of Services, Proposers must submit the following information with their Proposals:

a. SUBMITTAL FORMAT

To facilitate and expedite review, the CRA asks that all Proposers follow the response format outlined below. Failure to submit your response in the format requested may result in delay evaluating your Proposal. To assist you in preparing your response, the CRA's selection procedures are also described herein. Proposers must abide by all requirements set forth to avoid any risk of disqualification. Proposers proposing more than one Program service package should submit separate Tabs 5-7 for each Program service package proposed.

b. PROPOSALS SHOULD FOLLOW THE FORMAT BELOW:

TAB 1 – INTRODUCTION

Provide a cover letter no longer than two (2) pages in length, signed by an authorized representative of your firm. Provide a positive commitment to provide the required services. The table of contents should follow the cover letter.

TAB 2 – TABLE OF CONTENTS

Include a clear identification of the material included in the Proposal by page number.

TAB 3 – MINIMUM QUALIFICATIONS

Each proposer shall submit information and documentation requested that confirms it meets the following qualification requirements:

1. Must have provided satisfactory transportation services, preferably since 2012 and for a government agency. **Provide the following information for up to five references.**

i. Name of client

- ii. **Location (City/State)**
 - iii. **Client contact name**
 - iv. **Contact phone**
 - v. **Contact email**
 - vi. **Project dates (Start/End)**
 - vii. **Transportation services provided**
2. Proposer has no reported conflict of interests in relation to this solicitation. **CRA will verify via Proposer's Conflict of Interest Disclosure Form.**

TAB 4 – FIRM INFORMATION

- 1. Legal contracting name including any dba and state of organization or incorporation.
- 2. Ownership structure of Proposer's company (e.g., Partnership, Limited Liability Corporation, Corporation).
- 3. Provide, in this section, a completed and executed copy of Proposer's W-9 that includes the company federal identification number.
- 4. Contact information for Proposer's Corporate headquarters and any offices in Palm Beach and Broward counties to include the following:
Address
City, State, Zip
Phone
- 5. Contact information for Proposer's primary and secondary representative during this solicitation process.
Name
Phone
E-mail
Mailing Address
City, State, Zip
- 6. Provide details of any ownership changes to Proposer's organization in the past three years or changes anticipated within six months of the Due Date and Time (e.g., mergers, acquisitions, changes in executive leadership).
- 7. Provide the names of the persons who are officers or principals of the company.

TAB 5 – EXPERIENCE, BACKGROUND, AND REFERENCES

- 1. State the number of years in business providing transportation services.
- 2. Provide a brief description of Proposer's team, the organization, its structure and philosophy.
- 3. Explain Proposer's qualifications and experience relating to transportation services including, but not limited to:

- i. Size and character of communities served
- ii. Ridership maximization efforts (advertising methodologies and plans, etc.) and remediation plans
- iii. Websites and/or mobile applications
- iv. Specific experience with proposed program
4. Identify and include information regarding experience and qualifications of Proposer's staff to be assigned to the Project. Include their names, certifications and/or licenses, and services the individuals will provide to the CRA.
5. Identify any subcontractors that may be used to accomplish the work. Include the company name, the name of the individual to be assigned, their certifications and/or licenses, an overview of their experience and qualifications, and the services the subcontractor will provide to the CRA. State the number of years working with these contractors.
6. Describe any significant or unique awards received or accomplishments in previous similar projects.
7. Provide information on any lawsuits pending or any judgments, in the last five (5) years, which are concerned directly with the firm, the staff, or any part of the Proposer's organization, which are proposed to perform on this contract.

TAB 6 – PROPOSED PROGRAM SERVICE PACKAGE

1. State the Program service package being proposed to CRA
 - i. Joint partnerships, contractor-subcontractor business relationships, and other business ideas to propose a creative and flexible transportation solution(s) will be accepted
2. Define the minimum initial agreement term necessary for the proposed Program service package
3. Explain the overall approach to delivering the Program and any strategies Proposer proposes to implement to meet and/or exceed the CRA's objectives listed in Section 5.3
4. Provide a summary of proposed implementation plan and schedule
5. Identify local office(s) from which Proposer will perform maintenance, repairs, and/or administrative functions
6. Submit an organizational diagram clearly identifying key personnel as well as other staffing resources who are designated to provide services to the CRA and indicate their functional relationship to each other
7. Describe Proposer's driver recruitment, screening, and hiring policies and procedures, including background checks, training or continued education, motor vehicle operation history, and drug and alcohol screenings
8. Detail the Program service package proposed, including but not limited to the following:
 - i. Proposed fleet option (Proposer's fleet, CRA's fleet, or a capital contribution plan)
 - a. Number, types, and specifications of vehicles (of Proposer's vehicles or vehicles recommended for CRA to purchase)
 - ii. Structure and details of services proposed
 - iii. Method(s) for Riders to request a ride and/or locate vehicle locations
 - iv. Strategy/strategies to handle fluctuating demands
 - v. Customer service policies, procedures, training, and related details to ensure high level of customer service
 - vi. Responsibilities of Proposer
 - vii. Responsibilities of CRA
 - viii. ADA services proposed

- ix. Ideal/target Rider wait times
- x. Complaint procedure and complaint resolution procedure
- xi. Proposer's ability to maintain and keep all equipment used to provide proposed services operational without service interruptions.
- xii. Fee schedule for Riders and methods of payment accepted (if applicable)
- xiii. Advertising plans

TAB 7 – FEE PROPOSAL (FEES TO THE CRA)

Rider fees proposed should be defined within Tab 6 – Proposed Program

1. Define all fees that will be charged to the CRA for the complete and successful operation of the Program, including but not limited to the items listed in the table below. For each item listed below, submit a detailed worksheet describing all fees included in the item (software licenses, training, etc.) and the estimated quantities used. Use the table below to submit Proposer's Fee Proposal, using additional pages, if necessary.

2. Proposers must calculate their estimated monthly fee to CRA using a monthly ridership of 12,000 Riders for the fixed-route transportation

No.	Item	Price
1	Estimated Monthly Fee to CRA <i>*Not to Include Capital Contribution Plan*</i>	
2	Total Estimated Fee for Year One (Program Implementation)	
3	Total Estimated Fee for After Year One (Recurring fees)	
4	Hourly Rate for Vehicle Rental with Driver <i>*Inclusive of fuel, maintenance, operations, etc.*</i>	
5	Hourly Rate for Driver to Operate CRA-Owned Trolleys <i>*Inclusive of insuring CRA-owned trolleys*</i>	
6	Capital Contribution Plan, if proposed	
7		
8		
9		
10		

TAB 8 – ATTACHMENTS

All Attachment/Forms and Affidavits required by this solicitation shall be fully executed by the Proposer and submitted as shown in Section 9 of this solicitation.

END OF SECTION 6

SECTION 7 THE EVALUATION PROCESS

7.1 REVIEW OF PROPOSALS FOR RESPONSIVENESS

Each Proposal will be reviewed to determine if the Proposal is responsive to the submission requirements outlined in this solicitation. A responsive Proposal is one that follows the requirements of this solicitation, includes all documentation, is submitted in the format outlined in this solicitation, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in the Proposal being deemed non-responsive.

7.2 REVIEW OF PROPOSALS FOR RESPONSIBILITY

Each Proposer will be reviewed to determine if the Proposer is a responsible Proposer. A responsible Proposer is a Proposer which the CRA affirmatively determines (prior to the award of a contract) has the ability, capability and skill to perform under the terms of the contract; can provide the materials or service promptly within the time specified, without delay or interference; has a satisfactory record of integrity and business ethics; and meet the Minimum Qualification requirements in this solicitation.

7.3 EVALUATION CRITERIA

Proposals will be evaluated by an Evaluation/Selection Committee that will evaluate and rank Proposals on the criteria listed below. The CRA reserves the right to evaluate and rank each type of Program service package independently. The Evaluation/Selection Committee will be comprised of appropriate CRA and City personnel and/or members of the community, as deemed necessary, with the appropriate experience and/or knowledge. The criteria are itemized with their maximum scores for a maximum total of **one hundred (100)** points per Evaluation/Selection Committee member.

<u>CRITERIA</u>	<u>MAX. POINTS</u>
1. Experience	0-20 points
2. Project Organization and Technical Qualifications of the Persons Assigned to the Project	0-20 points
3. Project Understanding, Proposed Approach and Methodology	0-20 points
4. References and Successfully Completed Similar Projects	0-20 points
5. Price per hour	0-20 points
Maximum points	100

The recommendation(s) for award shall be made to the CRA Board of Commissioners, by the Executive Director, to the responsible Proposer(s) whose proposal is determined to be the most advantageous to CRA.

7.4 PRICE OFFERS AND EVALUATION

In conjunction with the evaluation of the technical areas of the Proposals, the CRA will use the following formula to evaluate the price aspect of the Proposals:

(Lowest Estimated Monthly Cost divided by Proposer's Estimated Monthly Cost) times the maximum points possible for the price criterion

The pricing evaluation is used as part of the evaluation process to determine the highest-ranked Proposer. The CRA reserves the right to negotiate the final terms, conditions, and pricing of the contract as may be in the best interest of the CRA.

For purposes of the Fee Proposal evaluation, Proposers shall calculate their estimated monthly fee to CRA using a monthly ridership of 12,000 Riders for the fixed-route transportation services. If proposed, Proposer's shall provide their capital contribution plan separate from their estimated monthly fee to CRA.

7.5 PRESENTATIONS

If needed, presentation may be scheduled by the Evaluation/Selection Committee. The presentations are exempted from the public meeting requirements of s. 286.011 F.S., however will be recorded for public record purposes in accordance with sec. 119.07(1) F.S. as amended.

7.6 NEGOTIATIONS

If the CRA and the Proposer(s) cannot reach agreement on a contract, the CRA reserves the right to terminate negotiations and may, at the CRA Executive Director or designee's discretion, begin negotiations with the next highest-ranked Proposer(s). This process may continue until a contract acceptable to the CRA has been executed or all Proposals are rejected. No Proposer shall have any rights against the CRA arising from such negotiations or termination thereof.

Any Proposer recommended for negotiations may be required to provide to the CRA:

- a. Its most recent certified business financial statements as of a date not earlier than the end of the Proposer's preceding official tax accounting period, together with a statement in writing, signed by a duly authorized representative, stating that the present financial condition is materially the same as that shown on the balance sheet and income statement submitted, or with an explanation for any material change in the financial condition. A copy of the most recent business income tax return will be accepted if certified financial statements are unavailable.
- b. Information concerning any prior or pending litigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered herein, in which the Proposer, any of its employees or subcontractors, is or has been involved within the last three (3) years.

7.7 CONTRACT AWARD

Any contract resulting from this solicitation will be submitted to the Executive Director or designee, and the CRA Board of Commissioners for approval, as appropriate. All Proposers will be notified in writing when the CRA Executive Director or designee makes an award

recommendation. The contract award, if any, shall be made to the Proposer whose Proposal shall be deemed by the CRA to be in the best interest of the CRA. Notwithstanding the rights of protest listed herein, the CRA's decision of whether to make the award and to which Proposer shall be final.

END OF SECTION 7

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SECTION 8 PROPOSAL SUBMITTALS

8.1 FORMS

The forms listed below must be completed by an official having legal authorization to contractually bind the company or firm. Each signature represents a binding commitment upon the Proposer to provide the goods and/or services offered to the CRA if the Proposer is determined to be the most responsive and responsible Proposer. Solicitation forms should be submitted via paper if submitting a hard copy proposal, or via web forms available on www.bidsync.com if submitting an electronic proposal. Web forms require Proposers to use their www.bidsync.com password to submit, which serves as a signature from Proposer.

- a. Acknowledgment of Addenda
- b. Proposal Submittal Signature Page
- c. Conflict of Interest Disclosure Form
- d. Notification of Public Entity Crimes Law
- e. Notification of Public Records Law
- f. Drug-Free Work Place
- g. Non-Collusion Affidavit
- h. Truth-In-Negotiation Certificate
- i. Sample Performance Bond Format (Intentionally Omitted)
- j. Sample Payment Bond Format (Intentionally Omitted)
- k. Sample Letter of Credit Format (Intentionally Omitted)

ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

PART I:

List below the dates of issue for each addendum received in connection with this solicitation:

Addendum #1, Dated _____

Addendum #2, Dated _____

Addendum #3, Dated _____

Addendum #4, Dated _____

Addendum #5, Dated _____

Addendum #6, Dated _____

Addendum #7, Dated _____

Addendum #8, Dated _____

Addendum #9, Dated _____

Addendum #10, Dated _____

PART II:

NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS SOLICITATION

Firm Name

Signature

Name and Title (Print or Type)

Date

PROPOSAL SUBMITTAL SIGNATURE PAGE

By signing this Proposal, the Proposer certifies that it satisfies all legal requirements as an entity to do business with the CRA, including all Conflict of Interest and Code of Ethics provisions.

Firm Name:

Street Address:

Mailing Address (if different from Street Address):

Telephone Number(s):

Fax Number(s):

Email Address:

Federal Employer Identification Number:

Prompt Payment Terms: _____ % _____ days' net _____ days

Signature:

(Signature of authorized agent)

Print Name:

Title:

Date:

By signing this document, the Proposer agrees to all terms and conditions of this solicitation and the resulting contract/agreement.

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF PROPOSER TO BE BOUND BY THE TERMS OF ITS PROPOSAL, FOR NOT LESS THAN 90 DAYS, AND THE PROPOSER'S UNEQUIVOCAL OFFER TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH IN THIS SOLICITATION. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED ABOVE, BY AN AUTHORIZED REPRESENTATIVE, SHALL RENDER THE PROPOSAL NON-RESPONSIVE. THE CRA MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE PROPOSER TO THE TERMS OF ITS PROPOSAL.

CONFLICT OF INTEREST DISCLOSURE FORM

The award of this contract is subject to the provisions of Chapter 112, *Florida Statutes*. All Proposers must disclose within their Proposal: the name of any officer, director, or agent who is also an employee of the CRA of Delray Beach.

Furthermore, all Proposers must disclose the name of any CRA employee who owns, directly or indirectly, an interest of more than five percent (5%) in the Proposer's firm or any of its branches.

The purpose of this disclosure form is to give the CRA the information needed to identify potential conflicts of interest for evaluation team members and other key personnel involved in the award of this contract.

The term "conflict of interest" refers to situations in which financial or other personal considerations may adversely affect, or have the appearance of adversely affecting, an employee's professional judgment in exercising any CRA duty or responsibility in administration, management, instruction, research, or other professional activities.

Please check one of the following statements and attach additional documentation if necessary:

To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other Cities, Counties, contracts, or property interest for this Proposal.

The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other Cities, Counties, contracts, or property interest for this Proposal.

Acknowledged by:

Firm Name

Signature

Name and Title (Print or Type)

Date

NOTIFICATION OF PUBLIC ENTITY CRIMES LAW

Pursuant to Section 287.133, *Florida Statutes*, you are hereby notified that a person or affiliate who has been placed on the convicted contractors list following a conviction for a public entity crime may not submit a Proposal on a contract to provide any goods or services to a public entity; may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit Proposals on leases or real property to a public entity; may not be awarded or perform work as a contractor, supplier, sub-Proposer, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 [F.S.] for Category Two [\$35,000.00] for a period of thirty-six (36) months from the date of being placed on the convicted contractors list.

Acknowledged by:

Firm Name

Signature

Name and Title (Print or Type)

Date

Notification of Public Records Law Pertaining to Public Contracts and Requests for Contractor Records Pursuant to Chapter 119, *Florida Statutes*

Pursuant to Chapter 119, *Florida Statutes*, Contractor shall comply with the public records law by keeping and maintaining public records required by the Delray Beach CRA in order to perform the service. Upon request from the CRA of Delray Beach' custodian of public records, contract shall provide the Delray Beach CRA 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* or as otherwise provided by law. Contractor shall 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 CRA of Delray Beach. Contractor upon completion of the contract, shall transfer, at no cost, to the Delray Beach CRA all public records in possession of the Contractor or keep and maintain public records required by the Delray Beach CRA in order to perform the service. If the Contractor transfers all public records to the Delray Beach CRA 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 CRA of Delray Beach, upon request from the CRA of Delray Beach' custodian of public records, in a format that is compatible with the information technology systems of the CRA of Delray Beach.

IF 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 OFFICE OF THE CRA LOCATED AT 20 N. SWINTON AVENUE, , DELRAY BEACH, FLORIDA 33444, PHONE NUMBER (561) 276-8640 , EMAIL ADDRESS: JADUSINGH@MYDELRAYBEACH.COM.

Acknowledged:

Firm Name

Signature

Name and Title (Print or Type)

Date

DRUG-FREE WORKPLACE

_____ is a drug-free workplace and has
(Company Name)
a substance abuse policy in accordance with and pursuant to Section 440.102, *Florida Statutes*.

Acknowledged by:

Firm Name

Signature

Name and Title (Print or Type)

Date

NON-COLLUSION AFFIDAVIT

STATE OF _____
COUNTY OF _____

Before me, the undersigned authority, personally appeared _____, who, after being by me first duly sworn, deposes and says of his/her personal knowledge that:

- a. He/She is _____ of _____, the Proposer that has submitted a Proposal to perform work for the following:
- RFP No.: _____ Title: _____
- b. He/She is fully informed respecting the preparation and contents of the attached Request for Proposals, and of all pertinent circumstances respecting such solicitation.
- Such Proposal is genuine and is not a collusive or sham Proposal.
- c. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with the solicitation and contract for which the attached Proposal has been submitted or to refrain from proposing in connection with such solicitation and contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm, or person to fix the price or prices in the attached Proposal or any other Proposer, or to fix any overhead, profit, or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the CRA or any person interested in the proposed contract.
- d. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature

Subscribed and sworn to (or affirmed) before me this _____ day of _____ 20____, by _____, who is personally known to me or who has produced _____ as identification.

SEAL

Notary Signature _____
Notary Name: _____
Notary Public (State): _____
My Commission No: _____
Expires on: _____

TRUTH – IN – NEGOTIATION CERTIFICATE

The undersigned warrants (i) that it has not employed or retained any company or person, other than bona fide employees working solely for the undersigned, to solicit or secure the Agreement and (ii) that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than its bona fide employees working solely for the undersigned or agreed to pay any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of the Agreement.

The undersigned certifies that the wage rates and other factual unit costs used to determine the compensation provided for in the Agreement are accurate, complete, and current as of the date of the Agreement.

(This document must be executed by a Corporate Officer.)

Name: _____

Title: _____

Date: _____

Signature: _____

SAMPLE PERFORMANCE BOND FORMAT

Intentionally Omitted

DRAFT

SAMPLE PAYMENT BOND FORMAT

Intentionally Omitted

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SAMPLE LETTER OF CREDIT FORMAT

Intentionally Omitted

DRAFT

SECTION 9

SAMPLE AGREEMENT FORMAT

Below is the standard agreement format for this Request for Proposals. This is a sample agreement only and is subject to revisions. **PLEASE DO NOT COMPLETE.**

AGREEMENT

THIS AGREEMENT is made and entered into by and between the CRA of Delray Beach, a Florida municipal corporation ("CRA"), whose address is 20 N. Swinton Avenue, Delray Beach, Florida 33444, and _____, a corporation (hereafter referred to as "Contractor"), whose address is _____.

WHEREAS, the CRA desires to retain the services of the Contractor to provide the goods and services in accordance with the CRA's Request for Proposals No. 2018-08, and the Contractor's response thereto, all of which are incorporated herein by reference.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereafter set forth, the Contractor and the CRA agree as follows:

ARTICLE 1. INCORPORATION OF REQUEST FOR PROPOSALS

The terms and conditions of this Agreement shall include and incorporate the terms, conditions, and specifications set forth in the CRA's Request for Proposals No. 2018-08 and the Contractor's response thereto, including all documentation required thereunder.

ARTICLE 2. DESCRIPTION OF GOODS OR SCOPE OF SERVICES

The Contractor shall provide the goods and/or perform those services identified in the specifications accompanying the CRA's Request for Proposals, which are incorporated herein by reference.

ARTICLE 3. COMPENSATION

The CRA shall pay to the Contractor, in compliance with the Pricing Schedule attached hereto and incorporated herein, according to the terms and specifications of the referenced Invitation to Bid.

ARTICLE 4. MISCELLANEOUS PROVISIONS

a. **Notice Format.** All notices or other written communications required, contemplated, or permitted under this Agreement shall be in writing and shall be hand delivered, telecommunicated, or mailed by registered or certified mail (postage prepaid), return receipt requested, to the following addresses:

- i. As to the CRA: Delray Beach CRA
20 N. Swinton Avenue
Delray Beach, Florida 33444
Attn: Executive Director
Email: costelloj@mydelraybeach.com

ii. With a copy to:

GOREN, CHEROF, DOODY & EZROL, P.A.
3099 East Commercial Boulevard, #200
Fort Lauderdale, Florida 33308
Tel: (954) 771-4500
Fax: (954) 771-4923
Attn: David N. Tolces, Esq.

CRA Attorney

Email: DTolces@gorencherof.com

iii. As to the Contractor: _____

Attn.: _____

Email: _____

b. Headings. The headings contained in this Agreement are for convenience of reference only, and shall not limit or otherwise affect in any way the meaning or interpretation of this Agreement.

c. Effective Date. The effective date of this Agreement shall be as of the date it has been executed by both the parties hereto.

ARTICLE 5. CONTRACT TERM

The Contract and Agreement shall be effective for _____ (____) years as of the effective date of this Agreement and shall expire on _____, _____, unless renewed in accordance with the terms and conditions contained herein.

(The remainder of this page is intentionally left blank)

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates hereinafter written.

DELRAY BEACH CRA

[SEAL]

By: _____
Shelly Petrolia, Chair

ATTEST:

By: _____
Jeff Costellom CRA Executive Director

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
David N. Tolces, CRA Attorney

CONTRACTOR

[SEAL]

By: _____

Printed Name

Title

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by _____, as _____ (name of officer or agent, title of officer or agent), of _____ (name of corporation acknowledging), a _____ (state or place of incorporation) corporation, on behalf of the corporation. He/She is personally known to me or has produced _____ (type of identification) as identification.

Notary Public – State of _____

END OF SECTION 9

SECTION 10 EXHIBITS

10.1 EXHIBITS

- i. Exhibit A: Service Area

END OF SECTION 10

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SECTION 11 SOLICITATION SUMMARY

The CRA of Delray Beach
100 NW 1st Street
Delray Beach, FL 33444

PURCHASING DEPARTMENT

SOLICITATION SUMMARY

IMPORTANT NOTICE

The information you provide on this page will be read aloud at the PUBLIC OPENING for this solicitation. It is VERY IMPORTANT that the summary information you provide below is exactly the same information contained in your Proposal. If subsequent to the opening of Proposals, the CRA determines that the information contained in the electronic version of your Proposal is different from the information on this Solicitation Summary, the CRA reserves the right to deem your Proposal NON-RESPONSIVE and remove your Proposal from further evaluation and consideration for contract award.

PROPOSAL INFORMATION

Proposal Number: RFP No. 2018-08

Title: Fixed-Route Transportation Services

Due Date and Time: January 18, 2019, 2:00 P.M., ET

Name of Proposer: _____

Address: _____

Contact Person: _____

Authorized Signature: _____

Date: _____

By signing and submitting this Solicitation Summary, the Proposer affirms that the information provided above is an exact and correct summary of the information contained in the electronic version of the Proposer's Proposal to the Delray Beach CRA.

THIS SOLICITATION SUMMARY MUST BE SIGNED AND INCLUDED AS AN ORIGINAL HARDCOPY IN THE ENVELOPE CONTAINING YOUR PROPOSAL OR INCLUDED IN YOUR ELECTRONIC PROPOSAL SUBMITTED VIA WWW.BIDSYNC.COM.