



Delray Beach Community Redevelopment Agency
20 N. Swinton Avenue
Delray Beach, FL 33444

REQUEST FOR PROPOSALS

RFP NO.: 2019-01

TITLE: POINT-TO-POINT TRANSPORTATION SERVICES
DUE DATE AND TIME: **February 11, 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 Delray Beach Community Redevelopment Agency (CRA) 20 N. Swinton Avenue, Delray Beach, Florida 33444. Normal business hours are 8:00 A.M. to 5:00 P.M., Monday through Friday, except holidays.

All Proposals will be publicly opened at the CRA offices 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, six (6) duplicate hard copies, and one (1) electronic version of the 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) the CRA website <https://delraycra.org/rfp/>; (c) Request via email cabrerai@mydelraybeach.com; or (d) CRA 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 cabrerai@mydelraybeach.com. Requests for clarification and additional information must be received by the Deadline for Submission of Questions on February 4, 2019 at 5:00 P.M. local time.



Delray Beach Community Redevelopment Agency
20 N. Swinton Avenue
Delray Beach, FL 33444
LEGAL ADVERTISEMENT

REQUEST FOR PROPOSALS NO. 2019-01
Point-to-Point Transportation Services

The Delray Beach Community Redevelopment Agency (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 January 28, 2019 on BidSync – www.bidsync.com; Delray Beach CRA website <https://delraycra.org/rfp/>, or by contacting the Delray Beach CRA cabrerai@mydelraybeach.com or by phone at 561-276-8640.

Sealed Proposal packages must be clearly marked “RFP No. 2019-01, Point-to-Point Transportation Services”, and delivered to the Delray Beach CRA, 20 N. Swinton Avenue, Delray Beach, Florida 33444. The deadline for submission of Proposals is February 11, 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 offices. **Late Proposals will not be accepted and will be returned to the sender.**

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 cabrerai@mydelraybeach.com.

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 Delray Beach CRA.

DELRAY BEACH CRA

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SECTION 1

PROJECT OVERVIEW

- 1.1 The Delray Beach Community Redevelopment Agency (CRA) is interested in introducing a point-to-point Pilot Program to transport users around the Downtown and enhance the transportation system, in accordance with the scope of services defined herein.
- 1.2 This Pilot Program will include short-distance on-demand electric vehicle services in and near the Downtown core. The CRA has deemed on-demand electric car transportation service beneficial for getting cars out of the Downtown core and into the parking garage, and for reducing automobile congestion in the Downtown area. The proposed Pilot Program will serve as a mobility option and parking management tool for Downtown Delray Beach visitors, workers and residents.
- 1.3 The vehicle will be a neighborhood electric vehicle (NEV), GEM car, or similar that meets the Federal Motor Vehicle Safety Standard (FMVSS) and supply state-of-the-art charging equipment.
- 1.4 The program is expected to start with three (3) to five (5) vehicles.
- 1.5 The strategic objective of this initiative is to implement a demand-response transportation system that provides point-to-point transit from any one point within the service area boundary to any other point within the service area boundary and is available to the user upon demand.
- 1.6 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.
- 1.7 The anticipated schedule for this solicitation is as follows:

ITEM	EVENT	DATE/TIME
a.	Issue RFP	January 28, 2019
b.	Institute Cone of Silence	January 28, 2019
c.	Deadline for Delivery of Questions	February 4, 2019, 5:00 P.M.
d.	Due Date and Time (for delivery of Proposals)	February 11, 2019 by 2:00 P.M.
e.	Selection Committee Evaluations	February 25, 2019
f.	Presentation / Selection Committee Ranking (if necessary)	March 4, 2019
g.	Board Approval	March 12, 2019

END OF SECTION 1

SECTION 2

GENERAL TERMS AND CONDITIONS

- 2.1 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 Delray Beach Community Redevelopment Agency, 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. 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.
 - i. Responsive Proposer: Proposer whose Proposal conforms in all material respects to the terms and conditions included in the Request for Proposals.
- 2.2 CONE OF SILENCE/NO LOBBYING
- As to any matter relating to this RFB, any proposer, team member, or anyone representing a proposer is advised that they are prohibited from contacting or lobbying the CRA Chair, any CRA Board Member, CRA staff, or any other person working on behalf of the CRA on any matter related to or involved with this RFB. For purposes of clarification, a team's representatives shall include, but not be limited to, the proposer's employees, partners, attorneys, officers, directors, consultants, lobbyists, or any actual or potential subcontractor or consultant of the proposer and the proposer's team. If a pre-submission meeting is scheduled, there will be an opportunity for inquiries to be made of CRA staff during the scheduled Pre-Submission meeting. All inquiries must be in writing and directed to the CRA (cabrerai@mydelraybeach.com). Any violation of this condition may result in rejection and/or disqualification of the proposer. This "Cone of Silence/No Lobbying" is in effect from the date of publication of the RFB and shall terminate at the time the CRA selects a proposal, rejects all proposals, or otherwise takes action which ends the solicitation process.
- 2.3 ADDENDUM
- The CRA 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.
- 2.4 LEGAL REQUIREMENTS
- This solicitation is subject to all legal requirements contained in the applicable City Ordinances, Resolutions, CRA Policies as well as all applicable City, 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.
- 2.5 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.
- 2.6 WITHDRAWAL OF PROPOSAL
- A Proposal shall be irrevocable unless the Proposal is withdrawn as provided herein. Only a written letter received by the CRA 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 CRA. The withdrawal letter must be on company letterhead and signed by an authorized agent of the Proposer.
- 2.7 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.

2.8 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.

2.9 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 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.

2.10 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 CRA.

2.11 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 CRA 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 CRA 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 CRA reserves the right to request and evaluate additional information from any Proposer after the due date for Proposals, as the CRA deems necessary.

2.12 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.

2.13 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.

2.14 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.

2.15 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.

2.16 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.

2.17 PROTEST

In the event a protest is filed, the following procedure shall be followed for this RFB process.

(1) In order to be considered, protests concerning the Solicitation or Award must be filed in writing with the Executive Director. Protests may only be filed by bidders/proposers who may be aggrieved by the Solicitation or Award. Protests shall be addressed to:

Delray Beach CRA – Finance and Operations Director
20 N. Swinton Avenue
Delray Beach, FL 33444

(2) The time limit for filing a protest is five (5) calendar days from the date the bid or RFB recommendation is made. Such recommendation shall be posted at the CRA Office and City of Delray Beach City Hall, and the five (5) days shall commence from the date of posting.

(3) Upon receipt of a timely protest, the Executive Director will review the protest, consult with the CRA General Counsel and appropriate CRA staff. The Executive Director shall then issue a written finding that has been reviewed by the CRA General Counsel no later than twenty (20) working days of receipt of the protest.

(4) The written findings of the Executive Director shall be sent by United States mail to the protestor's address as set forth in the bid documents. Receipt of the findings shall be deemed to occur within five (5) calendar days from the mailing of the findings. No action to award a bid under protest will be taken until either the protestor withdraws the protest, or the CRA Board finds that the protest is without merit.

(5) If the CRA Executive Director denies the protest, the recommendation of staff regarding the bid award, and the written findings of the Executive Director shall be placed on a

CRA Board agenda for action. The CRA Board shall make a specific finding that the protest is either justified or is unjustified. After making a finding of no justification, the CRA Board may award the bid or accept the proposal. The protestor may appear at the CRA Board meeting and state the protest on the record; however, the CRA Board shall be free to award the bid and enter into an agreement.

(6) If the Executive Director or CRA Board grants the protest, the Executive Director may recommend the following actions, subject to the approval of the CRA Board:

- a) Reject all bids.
- b) Make a recommendation to award the bid; or
- c) Take any other appropriate action that is in the best interest of the CRA.

2.18 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.

2.19 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.

2.20 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.

2.21 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.

2.22 SHIPPING TERMS

Unless otherwise specified in the solicitation, prices quoted shall be F.O.B. Destination. Freight shall be included in the proposed price.

2.23 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.

2.24 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.

2.25 COLLUSION

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.

2.26 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.

2.27 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."

2.28 TERMINATION FOR DEFAULT

The CRA reserves the right to terminate this contract, in part or in whole, or place the vendor on probation in the event the selected Proposer fails to perform in accordance with the terms and conditions stated herein by providing written notice of such failure or default and by specifying a reasonable time period within which the selected Proposer must cure any such failure to perform or default. If the selected Proposer fails to cure the default within the time specified, the CRA may then terminate the subject contract by providing written notice to the selected Proposer. The CRA further reserves the right to suspend or debar the selected Proposer in accordance with the appropriate CRA ordinances, resolutions, and/or policies. The vendor will be notified by letter of the CRA's intent to terminate. In the event of termination for default, the CRA may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement costs shall be borne by the incumbent Proposer.

2.29 FRAUD AND MISREPRESENTATION

Any individual, corporation, or other entity that attempts to meet its contractual obligations with the CRA through fraud, misrepresentation, or material misstatement, may be debarred for up to five (5) years. The CRA, as a further sanction, may terminate or cancel any other contracts with such individual, corporation, or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

2.30 ACCESS AND AUDIT OF RECORDS

The CRA reserves the right to require the selected Proposer to submit to an audit by an auditor of the CRA's choosing at the selected Proposer's expense. The selected Proposer shall provide access to all of its records, which relate directly or indirectly to this contract, at its place of business during regular business hours. The selected Proposer shall retain all records pertaining to this contract, and upon request, make them available to the CRA for three (3) years following expiration of the contract. The selected Proposer agrees to provide such assistance as may be necessary to facilitate the review or audit by the CRA to ensure compliance with applicable accounting and financial standards.

2.31 PRE-AWARD INSPECTION

The CRA may conduct a pre-award inspection of the Proposer's premises or hold a pre-award qualification hearing to determine if the Proposer is capable of performing the requirements of this solicitation.

2.32 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.

2.33 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:

- 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.

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 practices, including specifically, a description of the types of uses and disclosures that would be made with protected health information.

2.34 ADDITIONAL FEES AND SURCHARGES

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.

2.35 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).

2.36 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.

2.37 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.

- 2.38 **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.
- 2.39 **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.
- 2.40 **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.
- 2.41 **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.
- 2.42 **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.
- 2.43 **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.
- 2.44 **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.
- 2.45 **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.
- 2.46 **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.
- 2.47 **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.

2.48 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.

2.49 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.

2.50 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.

2.51 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.

2.52 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.

2.53 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 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.

2.54 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.

2.55 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.

2.56 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.

2.57 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.

2.58 TAXES
The CRA is exempt from Federal and State taxes for tangible personal property.

2.59 PROPOSER'S COSTS
The CRA shall not be liable for any costs incurred by Proposers in responding to this Request for Proposals.

2.60 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.

2.61 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.

2.62 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.

2.63 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 2

SECTION 3

SPECIAL TERMS AND CONDITIONS

3.1 PURPOSE

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

3.2 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.

3.3 SUBCONTRACTING

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

3.4 GENERAL STANDARDS

The successful Proposer shall at all times comply with all rules, regulations, and ordinances of the City and CRA 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.

3.5 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.

3.6 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.

3.7 PERFORMANCE BOND/LETTER OF CREDIT Intentionally Omitted

3.8 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 e 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.

3.9 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.

3.10 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.

3.11 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.

3.12 FLORIDA REGISTRATION

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

3.13 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 vehicle.
- b) Failure to maintain vehicle exterior and interior cleanliness and aesthetics shall result in a penalty of \$100.00 per occurrences.
- c) Failure to notify the City regarding any changes in schedule 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 3

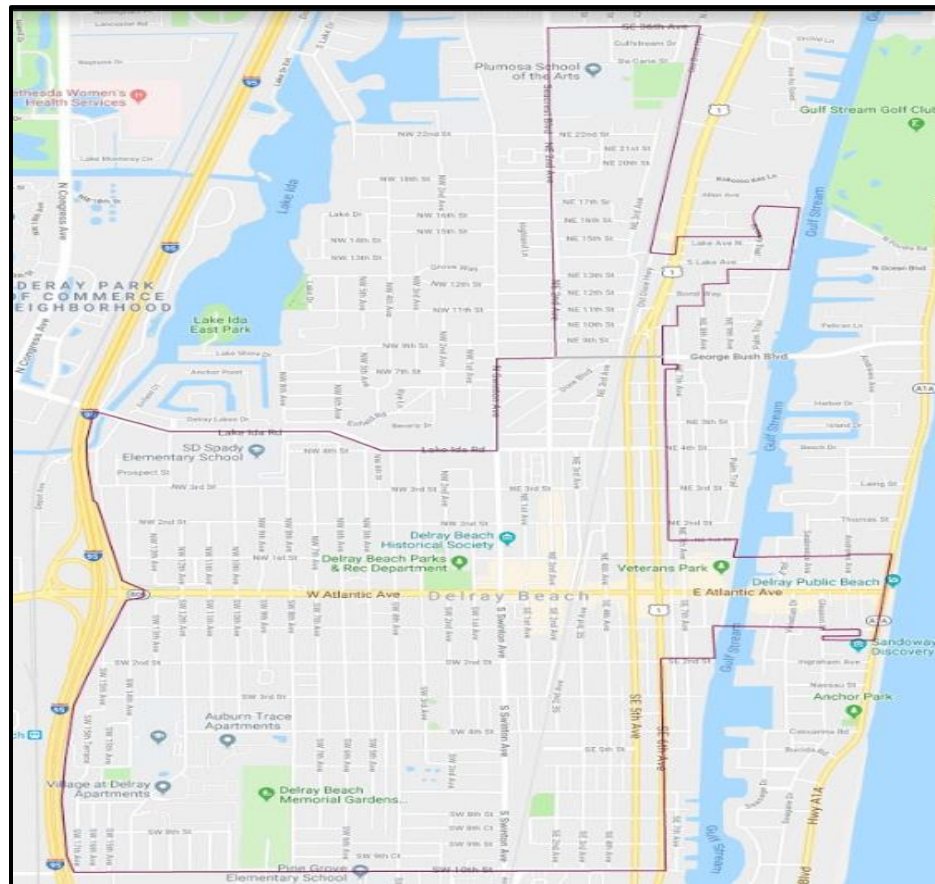
SECTION 4 SCOPE OF SERVICES

4.1 GENERAL INFORMATION AND BACKGROUND

The intent of this solicitation is to implement a Pilot Program and provide point-to-point transportation services (Program) that will provide the City of Delray Beach (City) residents, visitors, and business employees (Riders) with convenient and efficient transportation options. The vehicle will be a neighborhood electric vehicle (NEV), GEM car, or similar that meets the Federal Motor Vehicle Safety Standard (FMVSS) and supply state-of-the-art charging equipment. Program should be hospitality oriented and may include supplementary hours during special events requiring additional vehicles, personnel and resources. Proposers should offer creative solutions to address the City's mobility needs. The anticipated start date of operations for the selected proposer is May 1, 2019. The program is expected to start with three (3) to five (5) vehicles.

4.2 LOCATION

The Program is to be operated within the boundaries of the Service Area as shown in the map below (also refer to Section 9 – Exhibit A). Service area and hours are subject to change depending on the needs and conditions determined by the CRA:



4.3 OBJECTIVES

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

- a. Operate a demand-response system throughout the boundaries of the service area indicated in Section 4.2 and Section 9.
- b. Provide the flexibility to scale up and down the fleet of vehicles and deploy them to various locations based on monthly, weekly, daily, and hourly fluctuations in demand in order to achieve the maximum level of service.
- c. Provide a safe and pleasing passenger experience with capable, qualified and courteous drivers that will serve as ambassadors.
- d. Feature a mobile application with which the user will be able to locate his or her position and flag a proximate, available vehicle to make the pickup.
- e. Cut down time workers and visitors spend in their vehicles circling and idling in the hopes of finding parking adjacent to their destination
- f. Allow users to get to their destination within the service area without the need to drive, park or even own a personal vehicle
- g. Reduce Downtown traffic and vehicle emissions

4.4 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.

4.5 PROGRAM SERVICE PACKAGE

The CRA is seeking a creative and flexible point-to point electric transportation program service package to satisfy its mobility needs and to provide a comprehensive transportation solution. There is a need to shuttle Riders within the Service Area. The Program will be awarded to one Proposer, to address CRA's needs.

4.6 SERVICE PARAMETERS FOR POINT-TO-POINT TRANSPORTATION SERVICES

The use of environmentally friendly vehicles is **required**, more specifically a neighborhood electric vehicle (NEV), GEM car, or similar that meets the Federal Motor Vehicle Safety Standard (FMVSS) and supply state-of-the-art charging equipment. 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 the point-to-point program:

- a. The program will serve the City's residents, guests and commuters by providing on- demand rides to work, for shopping, restaurant, events, nightlife access and for various appointments. Service will be provided Monday through Wednesday from 11:00 a.m. until 9:00 p.m., Thursday through Saturday from 11:00 a.m. until 11:00 p.m. and Sunday 11:00am – 9:00 p.m. Any changes in the service hours shall be in writing and mutually agreed upon.
- b. All trips must begin and end within an area as shown on the service area map (Section 4.2 and Section 9 – Exhibit A). Any changes in the service area shall be in writing and mutually agreed upon.
- c. The service shall be free to users. Absolutely no tipping will be allowed.
- d. Service must be provided in fully-electric vehicles that are on-call via a mobile app, phone number or ride-hailing. The vehicle will be a neighborhood electric vehicle (NEV), GEM car, or similar that meets the Federal Motor Vehicle Safety Standard (FMVSS) and supply state-of-the-art charging equipment. This is the preferred vehicle type; however, respondents may

- include information on alternative vehicles. After requesting a ride, patrons must be picked up promptly and safely delivered to their destination, with a reminder to use the app again for subsequent trips back to their point of origin or another destination.
- e. The proposer shall provide a mobile app for requesting rides compatible with both Android and iPhone.
 - f. When requesting a ride via the mobile app, patrons must immediately be given an estimated time of arrival based on driver availability. Vehicles shall collect ridership data via app, manual counts when phone calls or ride-hailing. Additionally, the proposer will maintain accurate and complete records of the service and submit monthly, quarterly and yearly reports to CRA. These reports may also include, but are not limited to, hourly, daily, weekly and monthly ridership data, complaints, mileage, driver's names and suspensions, and accidents.
 - g. When drivers use the mobile app to respond to patrons' ride requests, the driver app must be able to organize ride requests in a queue format, allowing for multiple rides to be assigned to one driver.
 - h. Proposer must include an ADA vehicle as part of the fleet.
 - i. Proposer shall provide professional, experienced, well-groomed hospitality-oriented personnel and resources to communicate engagingly with riders while answering their questions. Drivers of selected Proposer will serve as ambassadors for CRA. Qualified drivers must be screened, hired and trained by the proposer, with satisfactory background checks. Additionally, drivers will undergo any further training deemed necessary by the CRA. The proposer will provide the CRA with background checks on all drivers. The CRA shall have the right to reject or approval all drivers in its sole and absolute discretion. All drivers must have valid Florida driver's license(s) and adhere to all city, county, and state traffic and driving laws. Drivers must wear a company uniform and name tag.
 - j. The proposer will communicate any problems or requests to the CRA through the program manager or designee.
 - k. The proposer will have the right to suspend operation of the vehicles without penalty in the case of extreme weather with written notification to the CRA.
 - l. The term of the pilot project shall be for up to one (1) year from contract award (approximately May 1, 2019 through April 30, 2020). The CRA may extend the term of this contract by written notice to the Contractor for two (2) additional one (1) year period. The CRA shall give the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the CRA to an extension, and any absence of notice shall not affect the validity of any exercise of the option to extend the term of this contract. The term of any agreement may be terminated by either party upon thirty (30) days written notice, in the event of failure to fulfill or comply with any material term of the agreement, and such breach remains uncured thirty (30) days after written notice of default.
 - m. Vehicle maintenance and charging must be performed by the proposer
 - n. Proposer shall be responsible for the cleanliness interior and the exterior of the vehicles.

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

4.7 ADVERTISING

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.

4.8 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 pilot program for up to one-year period of the agreement. Any escalation in pricing thereafter will be subject to approval by the CRA in its sole discretion.

4.9 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 for charging stations and be 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.

The selected Proposer will be responsible for all costs associated with operating and maintaining its own fleet of vehicles, including but not limited to charging, maintenance, registration, storage and insurance.

END OF SECTION 4

SECTION 5 RESPONSE REQUIREMENTS

5.1 SUBMITTAL REQUIREMENTS

In response to this solicitation, the Proposer should return one (1) original hard copy to include a signed original Solicitation Summary, six (6) duplicate hard copies, and one (1) electronic version 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.

5.2 REQUIRED INFORMATION

In addition to the information required in Section 4, 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 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 point-to-point (on-demand) 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 4.3
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, 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
 - a. Number, types, and specifications of vehicles
 - ii. Method(s) for Riders to request a ride
 - iii. Strategy/strategies to handle fluctuating demands
 - iv. Customer service policies, procedures, training, and related details to ensure high level of customer service
 - v. Responsibilities of Contractor
 - vi. ADA services proposed
 - vii. Ideal/target Rider wait times
 - viii. Complaint procedure and complaint resolution procedure
 - ix. Proposer's ability to maintain and keep all equipment used to provide proposed services operational without service interruptions.
 - x. Advertising plans
 - xi. Describe how ride requests will be prioritized and dispatched.
 - xii. Describe, provide access to and a demonstration of the mobile app that you would be using, and back-up phone call or ride-hailing procedures in the event that the app is not functional.
 - xiii. Describe the company's customer service policies and procedures, including customer service training and protocols as well as methods for handling customer complaints.
 - xiv. Provide the responsibilities, schedule and contact information for the required service supervisor. Explain how the supervisor will interact with the CRA and with passengers.

- xv. Provide a detailed mock schedule by day of the week and hour of the day to illustrate your proposed service schedule to accommodate demand in and around Downtown Delray Beach.
- xvi. The proposer shall describe how passengers with mobility impairments can use the service (ADA).
- xvii. Given the nature of the on-demand service within the designated boundaries, outline what the typical passenger wait time would be under normal operating conditions.
- xviii. Describe the service performance metrics that would be used to provide the CRA and at what intervals. At a minimum, the CRA requires daily and hourly ridership figures for each vehicle, boarding and alighting information with date/time/origin and destination of requests for service, customer complaint information, vehicle accident and out-of-service reports, and intermittent survey information from passengers about the nature and purpose of their trips and whether the service replaced the need for an automobile trip.
- xix. Describe the contingency plans for providing service in the event of long-term breakdowns or success of the operation with demand for service well-beyond initial expectations?
- xx. Describe your driver training procedures and topics covered.

TAB 7 – FEE PROPOSAL (FEES TO THE CRA)

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.

No.	Item	Price
1	Estimated Hourly Fee per vehicle, including driver	
2	Estimated Monthly Fee per vehicle, including driver	
3	Total Estimated Fee for Year One (Program Implementation)	

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 8 of this solicitation.

END OF SECTION 5

SECTION 6 THE EVALUATION PROCESS

6.1 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.

6.2 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.

6.3 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	0-25 points
2. Project Organization and Technical Qualifications of the Persons Assigned to the Project	0-20 points
3. Project Understanding, Proposed Approach and Methodology	0-25 points
4. References and Successfully Completed Similar Projects	0-10 points
5. Pricing	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.

6.4 PRICE OFFERS AND EVALUATION

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.

6.5 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.

6.6 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 6

SECTION 7 PROPOSAL SUBMITTALS

7.1 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

SAMPLE PAYMENT BOND FORMAT

Intentionally Omitted

SAMPLE LETTER OF CREDIT FORMAT

Intentionally Omitted

SECTION 8 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 Costello 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.

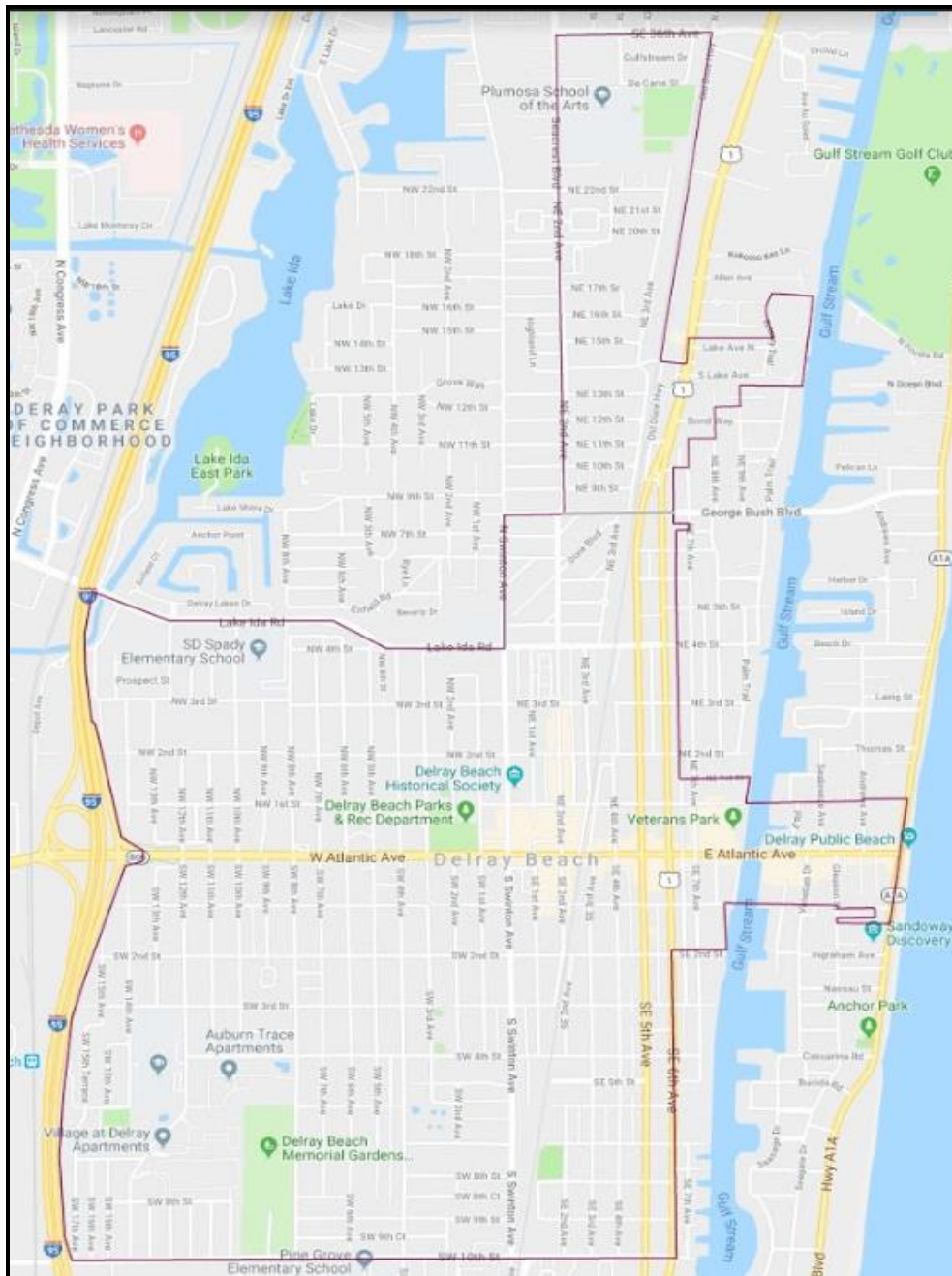
Notary Public – State of _____

END OF SECTION 8

SECTION 9 EXHIBITS

9.1 EXHIBITS

i. Exhibit A: Service Area



END OF SECTION 9

**SECTION 10
SOLICITATION SUMMARY**

Delray Beach Community Redevelopment Agency
20 N. Swinton Avenue
Delray Beach, FL 33444

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. 2019-01

Title: Point-to-Point Electric Transportation Services

Due Date and Time: February 11, 2019 at 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.

END OF SECTION 10



DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY

ADDENDUM NO. 1 TO REQUEST FOR PROPOSALS POINT-TO-POINT TRANSPORTATION SERVICES CRA Project No. CRA 2019-01

February 5, 2019

TO ALL PROPOSERS AND OTHERS CONCERNED

The Delray Beach Community Redevelopment Agency ("CRA") has heretofore published a Request for Proposals (RFP) dated January 28, 2019, with respect to its intent to receive and consider Proposals by qualified firms for the provision of Point-to-Point Transportation Services. The intent of this Addendum is to address questions, errors and clarify other aspects of the RFP. Proposers submitting proposals for the above-referenced project shall take note of the following changes, additions, deletions clarifications, etc., to the RFP which shall become a part of and have precedence over anything shown or described otherwise.

1. Change to the following sections of the RFP: Section 3.6 is hereby amended to state:

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 shall be included to protect against on-the-job injury or illness which may not fall within the provisions of the Florida State's Workers' Compensation Law.

b. COMMERCIAL GENERAL LIABILITY

Minimum limits of \$1,000,000; and include Products/Completion Liability of \$1,000,000. Such certificate shall list the City and CRA as additional insured. The combined bodily injury and property damage limit shall not be less than \$1,000,000 per occurrence with an annual aggregate of \$2,000,000.

NOTE: If Comprehensive General Liability limits are less than \$1,000,000, the sum of Comprehensive General Liability limits and Excess Liability limits must equal no less than \$1,000,000.

c. AUTOMOBILE LIABILITY

Automobile Liability Insurance to include owned, non-owned, and hired, with minimum limits of \$1,000,000 each occurrence. The combined bodily injury and property damage limit shall not be less than \$5,000,000 per occurrence.

2. **Addition to the following sections of the RFP: Section 2 is hereby amended to include:**
Section 2.64 SCRUTINIZED COMPANIES CERTIFICATION: Section 287.135, Florida Statutes, prohibits the DBCRA from: 1) contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and 2) contracting with companies, for goods or services over \$1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or are engaged in business operations in Syria. Failure to complete the Scrutinized Companies Certification Pursuant to Florida Statute § 287.135 in Section 8 of this RFB may deem the bid non-responsive.

Additionally, the Proposer must include the following form as part of Section 7 Proposal Submittals – Forms:

**SCRUTINIZED COMPANIES CERTIFICATION PURSUANT TO
FLORIDA STATUTES § 287.135**

I, _____, on behalf of _____,
Print Name and Title Company Name

certify that _____ does not:
Company Name

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel List; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The Delray Beach Community Redevelopment Agency ("DBCRA") shall provide notice, in writing, to the Contractor of the DBCRA's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the DBCRA's determination of false certification was made in error then the DBCRA shall have the right to terminate the contract and seek civil remedies pursuant to *Florida Statutes § 287.135*.

Section 287.135, *Florida Statutes*, prohibits the DBCRA from:

- 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and
- 2) Contracting with companies, for goods or services over \$1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Contractor, I hereby certify that the company identified above in the section entitled "Contractor Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the DBCRA for goods or services may be terminated at the option of the DBCRA if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

COMPANY NAME

SIGNATURE

PRINT NAME

TITLE

Must be executed and returned with attached proposal to be considered.

-
3. **Would a Chevy Bolt be a vehicle that could be considered similar to a NEV or GEM car for this solicitation? Or is the CRA only looking at NEV's and LSV's (Low Speed Vehicles) for this application?**

The CRA is looking to provide the service with Neighborhood Electric Vehicles (NEV), GEM car, and Low Speed Vehicles type. Please refer to Section 4.1 of the RFP: "The vehicle will be a neighborhood electric vehicle (NEV), GEM car, or similar that meets the Federal Motor Vehicle Safety Standard (FMVSS) and supply state-of-the-art charging equipment". A Chevy Bolt would not be considered similar to a NEV or GEM car.

-
4. **The program is supposed to start with 3 to 5 vehicles. What factors would have the city start with 3 vehicles, and what factors would have the city start with 5 vehicles?**

This is a pilot program and the CRA intends to collect data and determine if additional vehicles would be increased or decreased to meet demand.

-
5. **With no tipping allowed, is there a minimum \$/hr that should be paid to the drivers? \$10/hr vs. \$15/hr would net two totally different caliber types of drivers but paying a driver \$15/hr vs. \$10/hr will drive the cost up significantly for the "Fee Proposal".**

Please refer to Section 2.44 of the RFP: "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".

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6. **What restrictions would the CRA put on the type of advertising clients that would be allowed to advertise in Delray Beach? Would a liquor/beer company be ok to advertise their brand?**

Please refer to Section 4.7 of the RFP: "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."

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7. **Regarding the Fee Proposal, will the evaluators be scoring this category based on the estimated hourly rate/vehicle, estimated monthly rate/vehicle, or based on the total**

estimated fee for one year? The yearly fee would be dramatically higher with someone proposing 5 cars vs. 3 cars.

Please refer to Section 5.2 of the RFP: "Required Information, Tab 7, Fee Proposal (Fees to the CRA)"

No.	Item	Price
1	Estimated Hourly Fee per vehicle, including driver	
2	Estimated Monthly Fee per vehicle, including driver	
3	Total Estimated Fee for Year One (Program Implementation)	

Additionally, please refer to Section 6.4 of the RFP: "Price Offers and Evaluation - 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".

END OF ADDENDUM No. 1