



Florida's Warmest Welcome

**CITY OF POMPANO BEACH
REQUEST FOR PROPOSALS**

E-06-20

POMPANO BEACH COMMUNITY SHUTTLE SERVICE

**OPENING: February 3, 2020 2:00 P.M.
PURCHASING OFFICE
1190 N.E. 3RD AVENUE, BUILDING C (Front)
POMPANO BEACH, FLORIDA 33060**

January 7, 2020

CITY OF POMPANO BEACH, FLORIDA

REQUEST FOR PROPOSALS

E-06-20

POMPANO BEACH COMMUNITY SHUTTLE SERVICE

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

The City will receive sealed proposals until **2:00 p.m. (local), February 3, 2020**. Proposals must be submitted electronically through the eBid System on or before the due date/time stated above. Any proposal received after the due date and time specified, will not be considered. Any uncertainty regarding the time a proposal is received will be resolved against the Proposer.

Proposer must be registered on the City's eBid System in order to view the solicitation documents and respond to this solicitation. The complete solicitation document can be downloaded for free from the eBid System as a pdf at: <https://pompanobeachfl.ionwave.net/CurrentSourcingEvents.aspx>. The City is not responsible for the accuracy or completeness of any documentation the Proposer receives from any source other than from the eBid System. Proposer is solely responsible for downloading all required documents. A list of proposers will be read aloud in a public forum.

Introduction

The City of Pompano Beach oversees FOUR (4) shuttle routes under Broward County Transit's (BCT) Community Shuttle Program. The four routes encompass each major section of the City and interconnect with one another, allowing riders to travel throughout the City without having to utilize a different transportation service. All four of the routes connect to the Broward County's Mass Transit Center.

A. Objective

City requires that vehicles and services operate within residential and business communities. The vehicles' size, seating capacity, and other features shall be compatible with neighborhood streets that are unable to be utilized by the larger 42 passenger shuttle. The conduct of the operators and the vehicle's design shall be tasteful, and the City reserves the right to ask for redesigns if the vehicle's design is lewd, offensive and/or distasteful to residents. Contractor shall be required to operate under the terms and conditions specified in the contract and as indicated in the RFP's Exhibit E, Sample Contract, and Exhibit F City Ordinance No. 2019-111, Interlocal Agreement Between Broward County and City of Pompano Beach for Community Shuttle Service.

B. Tasks/Deliverables

1. Revenues:

Contractor shall operate the shuttle service as a free fare public transportation service. Implementation of fares and subsequent increases will be solely at the City's discretion. Contractor shall not be allowed to pursue shuttle advertising inside or outside the shuttle, unless otherwise specified by the City. Contractor will be allowed to pursue private subsidies and joint participation with the private sector and other sources.

2. Funding

Under the terms of the County's Community Shuttle Program, the City is eligible to receive costs for operations and maintenance ("O&M") of Community Shuttle Service at the established O&M rate of forty-one dollars and ten cents (\$41.10) for Total Vehicle Hours, which includes the capital allowance of \$13,295.20 per vehicle.

3. Service Provision

Contractor shall perform all services and shall provide vehicles required for operating within the City. Contractor shall perform all required mechanical maintenance on vehicles, including but not limited to, fuel and interior/exterior cleanings. Provision of transportation services may be performed by contractor through the use of employees or third-party contractors. However, City reserves the right to request Contractor change employees or third-party contractors.

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

Contractor is encouraged to have vehicles equipped with GPS to provide vendor's dispatch operations with information regarding current location and expected arrival to various stops along routes. Additionally, the contractor should have a free mobile application "app" for riders to stay informed of current location of shuttle vehicle.

Vehicle shall have a customer service line to answer questions and respond to comments and complaints, and provide staffing to answer the phone during shuttle hours.

Should there be a service disruption on any route, Contractor shall be required to have the capability to provide backup vehicles and restore normal service levels within forty-five (45) minutes. Contractor shall be required to have the capability to provide backup vehicles, within half-hour of the time a service, if a vehicle is disabled while servicing the routes.

Contractor will be responsible to fulfill all operating, inspection and maintenance requirements as described in Exhibit F.

4. Vehicles

The preferred vehicles should be a new mid-sized shuttle with seating capacity of 20 to 30 passengers, and aesthetically suitable for a neighborhood shuttle. Vehicles shall be wheel chair accessible. City reserves the right to ask Contractor to remove vehicles if the City deems them to be unsafe, not fit for use or otherwise not reasonably maintained. All vehicles shall be compliant with the American with Disabilities Act (ADA) and shall be equipped with bicycle racks.

5. Frequency of Service

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

6. Drivers

Drivers are required to attend and successfully complete Broward County's training program for drivers in Broward County's Community Shuttle Program or a County or City approved equivalent type of program. No driver shall operate a vehicle without a pre-approved certification, and all drivers shall be fully trained and compliant with all applicable provision of ADA.

7. County Program

Contractor shall operate the service subject to Broward County's Community Shuttle Program and agree to be governed by terms of inter-local agreement between City and County as indicated in the Exhibit F.

8. ADA Compliance and Drug Free Workplace

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

Contractor shall provide certification of a Drug Free Workplace Program; and contractor is required to comply with all applicable requirements of the US DOT regulations, including regulations for drug and alcohol testing.

9. Silence of Specifications

The apparent silence of the foregoing specifications as to any detail, or omission from it as a detailed description, concerning any specifics shall be regarded as meaning that only the best commercial practices are to prevail and that only

equipment and workmanship of first quality are to be used. All interpretations of these specifications shall be made upon the basis of this statement.

10. Federal Funding

City may receive Federal funding during the life of this contract. Should the City receive any Federal funding, Contractor agrees to comply with all Federal regulations required of the City to receive such funding.

11. Modifications to Service and Tasks

City reserves the right to request modifications as it becomes necessary due to changes in funding, Broward County requirements, City Commission request or any other legal reason that affects this program. Changes include but may not be limited to, route changes, requirements for compliance, etc... City will communicate such changes through email or official notice as per agreed terms of the agreement with Contractor. Upon receipt of such notice Contractor shall have thirty (30) calendar days to comply with the request or provide a response to City.

12. Routes, Schedules and Maps

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

INFORMATION

For more information about the City of Pompano Beach community bus service routes and connections call:

954.463.0845

Monday through Friday

8 am - 5 pm

Hearing-speech impaired/TTY*

954.786.4200

*Teletype machine required

Visit the City of Pompano Beach website at:

www.pompanobeachfl.gov

For more information about BCT routes, fares or connections, call:

BCT Rider Info: 954.357.8400

Hearing-speech impaired/TTY:

954.357.8302



Visit the Broward County Transit website at:

www.Broward.org/BCT

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



**Broward County
Board of County Commissioners**

3,500 copies of this public document were promulgated at a gross cost of \$60.49, and \$0.20 per copy to inform the public about community bus service between Broward County Transit and the City of Pompano Beach. 4/17

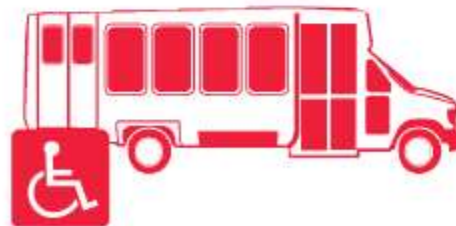
POMPANO BEACH RED Route

BCT Route 705



Florida's Warmest Welcome

Community Bus Routes and Timetables



Effective: April, 2017



CITY OF POMpano BEACH RED COMMUNITY BUS ROUTE

The City of Pompano Beach and Broward County Transit (BCT) have partnered to provide four (4) Pompano Beach Community Bus Routes. This community bus service will increase the number of destinations and connections that can be reached through public transit. Destinations along the Pompano Beach RED Route include: Northeast Transit Center, E. Pat Larkins Community Center, Saint Joseph Manor Facility, Festival Flea Market, access to Blount Road Shelter, segment from N.W. 6 Ave to N.W. 15 St., McNair Center & Jan Moran Library, Palm Aire Plaza Winn-Dixie Palm Aire Blvd. & N. Course Dr, Oaks Clubhouse, Wal-Mart, Atlantic Blvd. & Powerline Rd. and surrounding neighborhoods.

Connections are available to BCT routes 10, 11, 14, 20, 42, 50, 60, 83 and US 1 Breeze.

All buses on this route are air-conditioned and wheelchair accessible in accordance with the American with Disabilities Act (ADA). Bicycle racks are also provided. Please refer to this pamphlet for instruction on how to correctly use the Bicycle racks.

The Pompano Beach RED Route is free of charge, but riders making connections to BCT routes are expected to pay the appropriate fares.

HOURS OF OPERATION

Monday through Friday

RED Route: 9:00 am – 4:57 pm

The Pompano Beach RED Route operates approximately every 70 to 75 minutes, with assigned stops.

Please refer to the timetable and map on the reverse side of this pamphlet. The bus will operate as close to schedule as possible. Traffic conditions and/or inclement weather may cause the bus to arrive earlier or later than the expected time. Please allow yourself enough time when using this service.

The Pompano Beach RED Route will not operate once a hurricane warning has been issued or if other hazards do not allow for the safe operation of the bus.

HOLIDAY SCHEDULE

Pompano Beach RED Route does not operate on the following holidays observed by City of Pompano Beach:

- New Year's Day
- Memorial Day
- Independence Day
- Thanksgiving Day
- Christmas Eve/Day

BIKE RACKS

Bike racks are available on the Pompano Beach Community Buses. Bike racks are designed to carry two bikes only. It is important to have the operator's attention before loading and unloading your bike. As the bus approaches, have your bike ready to load. Remove any loose items that may fall off.

Loading

- Always load your bike from the curbside of the street.
- Lower-Squeeze the handle and pull down to release the folded bike rack.
- Lift your bike into the rack, fitting the wheels into the slots of the vacant position closest to the bus.
- Latch-Pull and release the support arm over the front tire, making sure the support arm is resting on the tire, not on the fender or frame.

Unloading

- Before exiting, notify the operator you are removing your bike.
- Pull the support arm off the tire. Move the support arm down and out of the way. Lift your bike out of the rack.
- If your bike is the only one on the rack, return the rack to the upright position.
- Move quickly to the curb.

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

Any person(s) or group(s) who believes that they have been subjected to discrimination because of race, color, or national origin, under any transit program or activity provided by Broward County Transit (BCT), may call 954-357-8481 to file a Title VI discrimination complaint or write to Broward County Transit Division, Compliance Manager, 1 N. University Drive, Suite 3100A, Plantation, FL 33324.



RED Route Black times are for dotted black line route

NORTHEAST TRANSIT CENTER	PAT LARKINS CENTER	SAINT JOSEPH FACILITY	MCNAIR CENTER & JAN MORAN LIBRARY	PALM AIRE PLAZA WINN-DIXIE	PALM AIRE PLAZA PUBLIX	CYPRESS BEND CLUBHOUSE	ISLE OF CAPRI CASINO	ATLANTIC BLVD & POWERLINE RD WAL MART	PALM AIRE PLAZA WINN-DIXIE	MCNAIR CENTER & JAN MORAN LIBRARY	FESTIVAL FLEA MARKET	PAT LARKINS CENTER	NORTHEAST TRANSIT CENTER
1	2	3	4	5	6	7	8	9	5	4	10	2	1
9:00a	9:02a	9:06a	9:15a	9:20a	9:29a	9:35a	9:39a	9:43a	9:47a	9:52a		10:00a	10:02a
10:05a	10:07a	10:11a	10:20a	10:25a	10:34a	10:40a	10:44a	10:48a	10:52a	10:57a		11:05a	11:07a
11:10a	11:12a	11:16a	11:25a	11:30a	11:39a	11:45a	11:49a	11:53a	11:57a	12:02p		12:10p	12:12p
12:15p	12:17p	12:21p	12:30p	12:35p	12:44p	12:50p	12:54p	12:58p	1:02p	1:07p	1:15p	1:28p	1:30p
1:33p	1:35p	1:39p	1:48p	1:53p	2:02p	2:08p	2:12p	2:16p	2:20p	2:25p		2:33p	2:35p
2:38p	2:40p	2:44p	2:53p	2:58p	3:07p	3:13p	3:17p	3:21p	3:25p	3:30p	3:38p	3:51p	3:53p
3:55p	3:57p	4:01p	4:10p	4:15p	4:24p	4:30p	4:34p	4:38p	4:42p	4:47p		4:55p	4:57p

Bold type indicates PM hours.

INFORMATION

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954.463.0845

Monday through Friday

8 am - 5 pm

Hearing-speech impaired/TTY*

954.786.4200

*Teletype machine required

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For more information about BCT routes, fares or connections, call:

BCT Rider Info: 954.357.8400

Hearing-speech impaired/TTY:

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**Broward County
Board of County Commissioners**

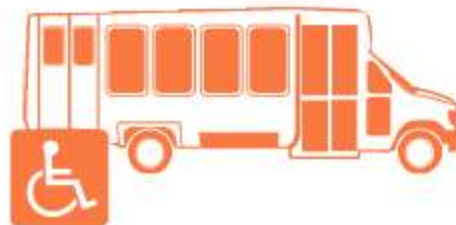
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POMPANO BEACH ORANGE Route

BCT Route 706



Community Bus Routes and Timetables



Effective: June 2017

CITY OF POMPANO BEACH ORANGE COMMUNITY BUS ROUTE

The City of Pompano Beach and Broward County Transit (BCT) have partnered to provide four (4) Pompano Beach Community Bus Routes. This community bus service will increase the number of destinations and connections that can be reached through public transit. Destinations along the Pompano Beach ORANGE Route include: Northeast Transit Center, Heavenwood Community Senior Center, Saint Elizabeth Gardens, Save-A-Lot and Sample Rd, Wal-Mart NE 49 St & US1, Broward Health North Sample Rd & NW 3 Ave, Pompano Citi Centre, Pompano Beach Aquatic Park and surrounding neighborhoods.

Connections are available to BCT routes 10, 11, 14, 20, 42, 50, 60, 83 and US 1 Breeze.

All buses on this route are air-conditioned and wheelchair accessible in accordance with the American with Disabilities Act (ADA). Bicycle racks are also provided. Please refer to this pamphlet for instruction on how to correctly use the bicycle racks.

The Pompano Beach ORANGE Route is free of charge, but riders making connections to BCT routes are expected to pay the appropriate fares.

HOURS OF OPERATION

Monday through Friday

ORANGE Route: 9:00 am - 4:57 pm

The Pompano Beach ORANGE Route operates approximately every 68 minutes, with assigned stops.

Please refer to the timetable and map on the reverse side of this pamphlet. The bus will operate as close to schedule as possible. Traffic conditions and/or inclement weather may cause the bus to arrive earlier or later than the expected time. Please allow yourself enough time when using this service.

The Pompano Beach ORANGE Route will not operate once a hurricane warning has been issued or if other hazards do not allow for the safe operation of the bus.

HOLIDAY SCHEDULE

Pompano Beach ORANGE Route does not operate on the following holidays observed by City of Pompano Beach:

- New Year's Day
- Memorial Day
- Independence Day
- Thanksgiving Day
- Christmas Eve/Day

BIKE RACKS

Bike racks are available on the Pompano Beach Community Buses. Bike racks are designed to carry two bikes only. It is important to have the operator's attention before loading and unloading your bike. As the bus approaches, have your bike ready to load. Remove any loose items that may fall off.

Loading

- Always load your bike from the curbside of the street. Lower-Squeeze the handle and pull down to release the folded bike rack.
- Lift your bike into the rack, fitting the wheels into the slots of the vacant position closest to the bus.
- Latch-Pull and release the support arm over the front tire, making sure the support arm is resting on the tire, not on the fender or frame.

Unloading

- Before exiting, notify the operator you are removing your bike.
- Pull the support arm off the tire. Move the support arm down and out of the way. Lift your bike out of the rack.
- If your bike is the only one on the rack, return the rack to the upright position.
- Move quickly to the curb.

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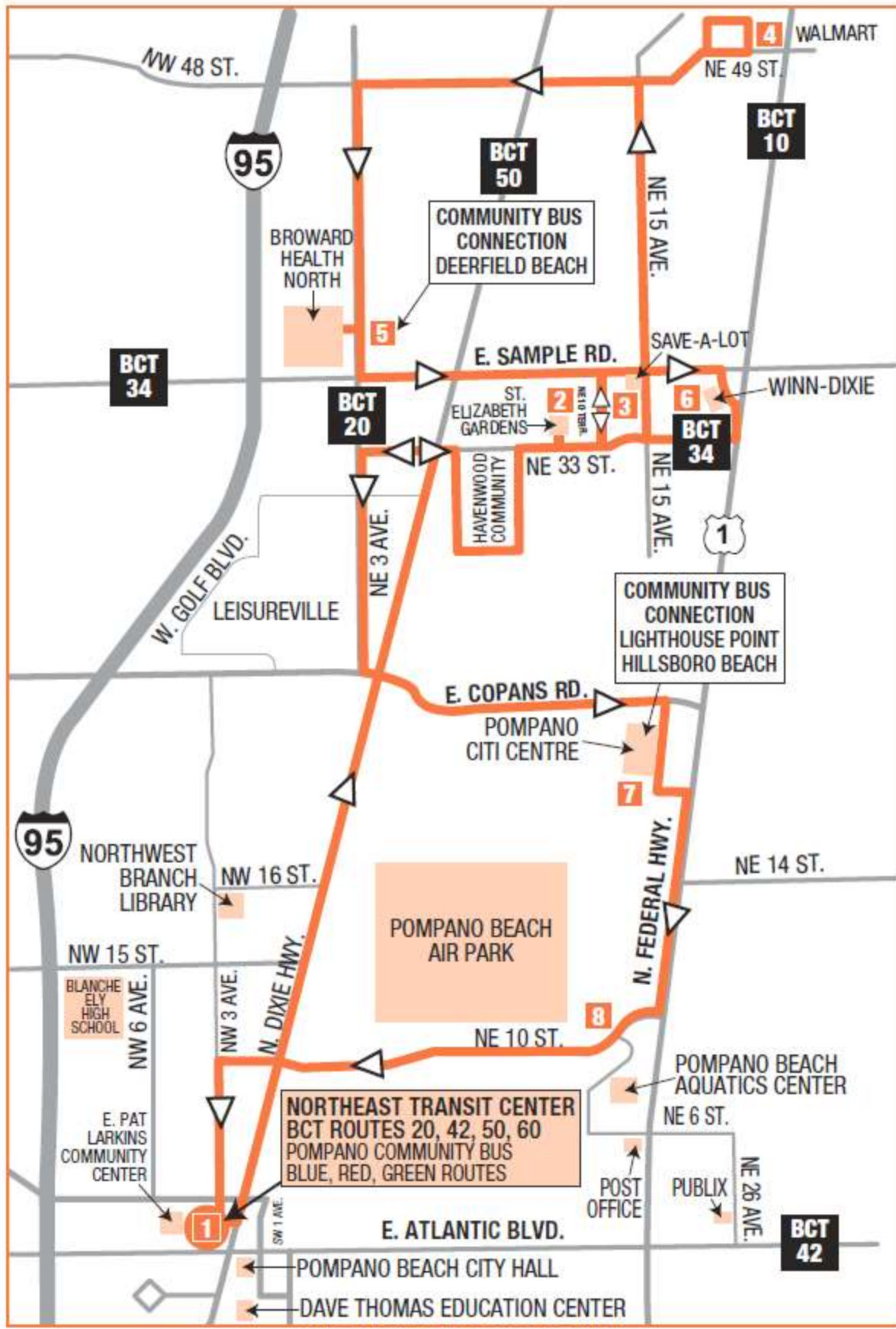


ORANGE Route

Every 68 minutes
from the Northeast Transit Center beginning at 9:00 a.m.

NORTHEAST TRANSIT CENTER KISS & RIDE	ST ELIZABETH GARDENS	SAVE-A-LOT SAMPLE ROAD	WALMART NE 49 STREET & FEDERAL HWY	NORTH BROWARD HOSPITAL NE 3 AVE & SAMPLE	WINN DIXIE SAMPLE AND US 1	ST ELIZABETH GARDENS	POMPANO BEACH CITI CENTRE	POMPANO BEACH AQUATIC PARK	NORTHEAST TRANSIT CENTER KISS & RIDE
1	2	3	4	5	6	2	7	8	1
9:00a	9:10a	9:12a	9:22a	9:28a	9:35a	9:39a	9:50a	9:57a	10:05a
10:08a	10:18a	10:20a	10:30a	10:36a	10:43a	10:47a	10:58a	11:05a	11:13a
11:16a	11:26a	11:28a	11:38a	11:44a	11:51a	11:55a	12:06p	12:13p	12:21p
12:24p	12:34p	12:36p	12:46p	12:52p	12:59p	1:03p	1:14p	1:21p	1:29p
1:34p	1:44p	1:46p	1:56p	2:02p	2:09p	2:13p	2:24p	2:31p	2:39p
2:42p	2:52p	2:54p	3:04p	3:10p	3:17p	3:21p	3:32p	3:39p	3:47p
3:49p	4:02p	4:04p	4:14p	4:20p	4:27p	4:31p	4:42p	4:49p	4:57p

Bold type indicates PM hours.



Green Route

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

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

The Green Route has an estimated headway of sixty (68) minutes. Destinations along the Pompano Beach GREEN Route include: Northeast Transit Center, Atlantic Blvd. and US1, Atlantic Blvd. and Pompano Beach Blvd, NE 14 St and A1A, Pompano Citi Centre, NE 6 St and US1 Post Office, Atlantic Blvd and NE 26 Ave Publix, and surrounding neighborhoods.

Hours of operation: Monday- Friday from 9:00 a.m. to 4:52 p.m.

INFORMATION

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954.463.0845

Monday through Friday
8 am - 5 pm

Hearing-speech impaired/TTY*

954.786.4200

*Teletype machine required

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POMPANO BEACH GREEN Route

BCT Route 708



Community Bus Routes and Timetables



Effective: June 2017

CITY OF POMPAÑO BEACH GREEN COMMUNITY BUS ROUTE

The City of Pompano Beach and Broward County Transit (BCT) have partnered to provide four (4) Pompano Beach Community Bus Routes. This community bus service will increase the number of destinations and connections that can be reached through public transit. Destinations along the Pompano Beach GREEN Route include: Northeast Transit Center, Atlantic Blvd & US1, Atlantic Blvd & Pompano Beach Blvd, NE 14 St & ATA, Pompano Citi Centre, NE 6 St & US1 Post Office, Atlantic Blvd & NE 26 Ave Publix, and surrounding neighborhoods.

Connections are available to BCT routes 10, 11, 14, 20, 42, 50, 60, 83 and US 1 Breeze.

All buses on this route are air-conditioned and wheelchair accessible in accordance with the American with Disabilities Act (ADA). Bicycle racks are also provided. Please refer to this pamphlet for instruction on how to correctly use the bicycle racks.

The Pompano Beach GREEN Route is free of charge, but riders making connections to BCT routes are expected to pay the appropriate fares.

HOURS OF OPERATION Monday through Friday

GREEN Route: 9:00 am – 4:52 pm

The Pompano Beach GREEN Route operates approximately every 68 minutes, with assigned stops.

Please refer to the timetable and map on the reverse side of this pamphlet. The bus will operate as close to schedule as possible. Traffic conditions and/or inclement weather may cause the bus to arrive earlier or later than the expected time. Please allow yourself enough time when using this service.

The Pompano Beach GREEN Route will not operate once a hurricane warning has been issued or if other hazards do not allow for the safe operation of the bus.

HOLIDAY SCHEDULE

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- New Year's Day
- Memorial Day
- Independence Day
- Thanksgiving Day
- Christmas Eve/Day

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Loading

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Unloading

- Before exiting, notify the operator you are removing your bike.
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PROTECTIONS OF TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 AS AMENDED

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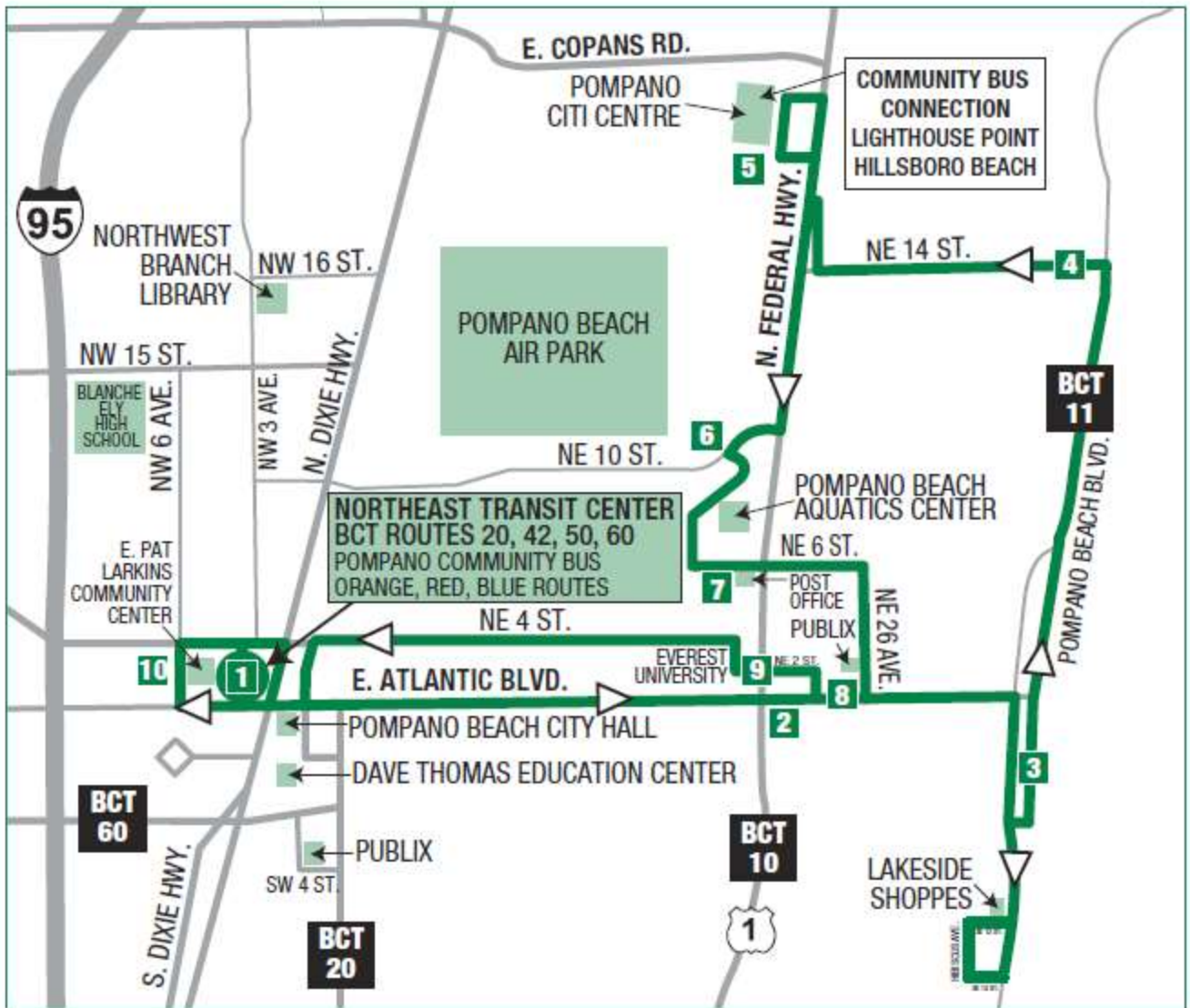
GREEN Route

Every 68 minutes

from the Northeast Transit Center beginning at 9:00 a.m.

NORTHEAST TRANSIT CENTER KISS & RIDE	ATLANTIC BLVD US 1	ATLANTIC BLVD POMPANO BEACH BLVD	NE 14 ST A1A	POMPANO CITI CENTRE	POMPANO BEACH AQUATIC PARK	NE 6 ST US 1 POST OFFICE	ATLANTIC BLVD NE 26 AVE PUBLIX	EVEREST UNIVERSITY	E. PAT LARKINS CENTER	NORTHEAST TRANSIT CENTER KISS & RIDE
1	2	3	4	5	6	7	8	9	10	1
9:00a	9:10a	9:19a	9:24a	9:30a	9:38a	9:41a	9:46a	9:51a	10:01a	10:03a
10:08a	10:18a	10:27a	10:32a	10:38a	10:46a	10:49a	10:54a	10:59a	11:09a	11:11a
11:16a	11:26a	11:35a	11:40a	11:46a	11:54a	11:57a	12:02p	12:07p	12:17p	12:19p
12:24p	12:34p	12:43p	12:48p	12:54p	1:02p	1:05p	1:10p	1:15p	1:25p	1:27p
1:34p	1:44p	1:53p	1:58p	2:04p	2:12p	2:15p	2:20p	2:25p	2:35p	2:37p
2:42p	2:52p	3:01p	3:06p	3:12p	3:20p	3:23p	3:28p	3:33p	3:43p	3:45p
3:49p	3:59p	4:08p	4:13p	4:19p	4:27p	4:30p	4:35p	4:40p	4:50p	4:52p

Bold type indicates PM hours.



Blue Route

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

The Blue Route has an estimated headway of 65-75 minutes. Destinations along the Pompano Beach BLUE Route include: Northeast Transit Center, Publix at SW 3rd Street and South Cypress Rd, Saint Joseph Manor Facility, Northwest Branch Library, Broward Health North, Pompano Beach Tri-Rail Station, and Broward Outreach Center/Shelter as shown on the map, and surrounding neighborhoods.

Proposed hours of operation: Monday - Friday from 9:05 a.m. to 5:02 p.m.

INFORMATION

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Monday through Friday
8 am - 5 pm

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Board of County Commissioners**

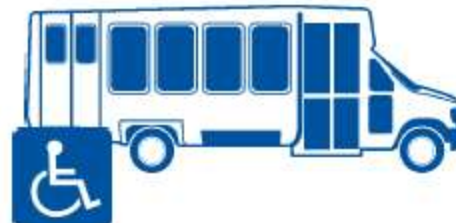
2,500 copies of this public document were promulgated at a gross cost of \$35.75 and \$0.016 per copy to inform the public about community bus service between Broward County Transit and the City of Pompano Beach 6/17

POMPANO BEACH BLUE Route

BCT Route 707



Community Bus Routes and Timetables



Effective: June, 2017



CITY OF POMPANO BEACH BLUE COMMUNITY BUS ROUTE

The City of Pompano Beach and Broward County Transit (BCT) have partnered to provide four (4) Pompano Beach Community Bus Routes. This community bus service will increase the number of destinations and connections that can be reached through public transit. Destinations along the Pompano Beach BLUE Route include: Northeast Transit Center, Publix at SW 3rd Street and South Cypress Rd, Saint Joseph Manor Facility, Northwest Branch Library, Broward Health North, Pompano Beach Tri-Rail Station, and Broward Outreach Center/Shelter as shown on the map, and surrounding neighborhoods.

Connections are available to BCT routes 10, 11, 14, 20, 34, 42, 50, 60, 83 and US 1 Breeze.

All buses on this route are air-conditioned and wheelchair accessible in accordance with the American with Disabilities Act (ADA). Bicycle racks are also provided. Please refer to this pamphlet for instruction on how to correctly use the bicycle racks.

The Pompano Beach BLUE Route is free of charge, but riders making connections to BCT routes are expected to pay the appropriate fares.

HOURS OF OPERATION

Monday through Friday
BLUE Route: 9:05 am – 5:02 pm

The Pompano Beach BLUE Route operates approximately every 65 to 75 minutes, with assigned stops.

Please refer to the timetable and map on the reverse side of this pamphlet. The bus will operate as close to schedule as possible. Traffic conditions and/or inclement weather may cause the bus to arrive earlier or later than the expected time. Please allow yourself enough time when using this service.

The Pompano Beach BLUE Route will not operate once a hurricane warning has been issued or if other hazards do not allow for the safe operation of the bus.

HOLIDAY SCHEDULE

Pompano Beach BLUE Route does not operate on the following holidays observed by City of Pompano Beach:

- New Year's Day
- Memorial Day
- Independence Day
- Thanksgiving Day
- Christmas Eve/Day

BIKE RACKS

Bike racks are available on the Pompano Beach Community Buses. Bike racks are designed to carry two bikes only. It is important to have the operator's attention before loading and unloading your bike. As the bus approaches, have your bike ready to load. Remove any loose items that may fall off.

Loading

- Always load your bike from the curbside of the street. Lower-Squeeze the handle and pull down to release the folded bike rack.
- Lift your bike into the rack, fitting the wheels into the slots of the vacant position closest to the bus.
- Latch-Pull and release the support arm over the front tire, making sure the support arm is resting on the tire, not on the fender or frame.

Unloading

- Before exiting, notify the operator you are removing your bike.
- Pull the support arm off the tire. Move the support arm down and out of the way. Lift your bike out of the rack.
- If your bike is the only one on the rack, return the rack to the upright position.
- Move quickly to the curb.

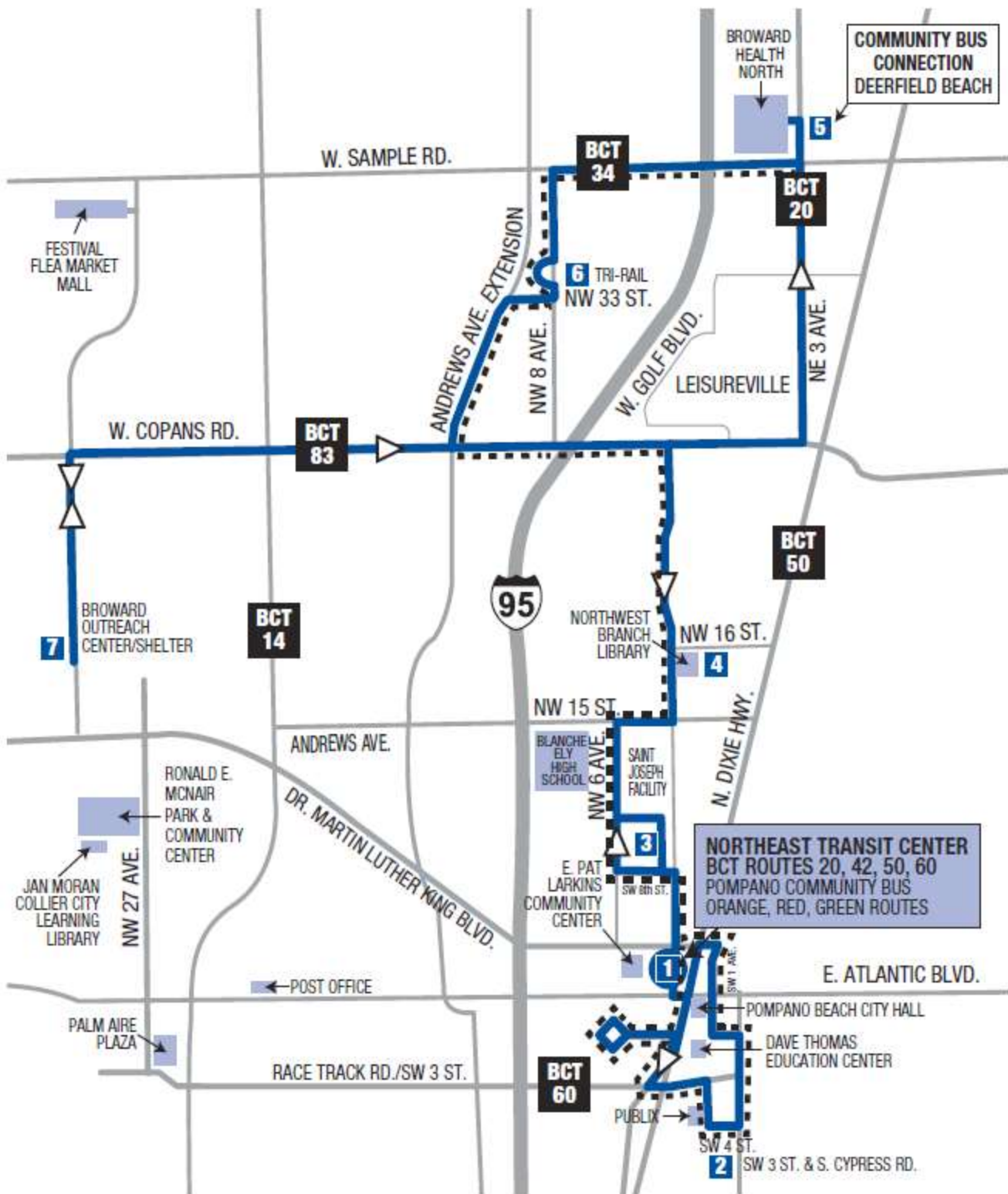
PROTECTIONS OF TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 AS AMENDED

Any person(s) or group(s) who believes that they have been subjected to discrimination because of race, color, or national origin, under any transit program or activity provided by Broward County Transit (BCT), may call 954-357-8481 to file a Title VI discrimination complaint or write to Broward County Transit Division, Compliance Manager, 1 N. University Drive, Suite 3100A, Plantation, FL 33324.



BLUE Route Black times are for dotted black line route										
NORTHEAST TRANSIT CENTER	SW 3 ST & S CYPRESS RD	NORTHEAST TRANSIT CENTER	SAINT JOSEPH FACILITY	POMPANO BEACH LIBRARY	NORTH BROWARD HOSPITAL NE 3 AVE & SAMPLE RD	TCRA SAMPLE RD TRI-RAIL	BLOUNT RD SHELTER	POMPANO BEACH LIBRARY	SAINT JOSEPH FACILITY	NORTHEAST TRANSIT CENTER
1	2	1	3	4	5	6	7	4	3	1
9:05a	9:18a	9:24a	9:29a	9:34a	9:45a	9:53a		10:00a	10:05a	10:10a
10:10a	10:19a	10:25a	10:30a	10:35a	10:46a	10:52a	11:00a	11:09a	11:15a	11:20a
11:20a	11:33a	11:39a	11:44a	11:49a	12:00p	12:08p		12:15p	12:20p	12:25p
12:25p	12:38p	12:44p	12:49p	12:54p	1:05p	1:13p		1:20p	1:25p	1:30p
1:30p	1:39p	1:45p	1:50p	1:55p	2:06p	2:12p	2:20p	2:29p	2:35p	2:40p
2:45p	2:58p	3:04p	3:09p	3:14p	3:25p	3:33p		3:40p	3:45p	3:50p
3:52p	4:01p	4:07p	4:12p	4:17p	4:28p	4:34p	4:42p	4:51p	4:57p	5:02p

Bold type indicates PM hours.



C. Selection/Evaluation Process

A Selection/Evaluation Committee will be appointed to select the most qualified firm(s). The Selection/Evaluation Committee will present their findings to the City Commission.

Proposals will be evaluated using the following criteria.

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

Additional 0-5% for Tier1/Tier2 Local Business will be calculated on combined scoring totals of each company.

NOTE:

Financial statements that are required as submittals to prequalify for a solicitation will be exempt from public disclosure; however, financial statements submitted to prequalify for a solicitation, and are not required by the City, may be subject to public disclosure.

D. Local Business Program

On March 13, 2018, the City Commission approved Ordinance 2018-46, establishing a Local Business Program, a policy to increase the participation of City of Pompano Beach businesses in the City's procurement process.

For purposes of this solicitation, “Local Business” will be defined as follows:

1. **TIER 1 LOCAL VENDOR. POMPANO BEACH BUSINESS EMPLOYING POMPANO BEACH RESIDENTS.** A business entity which has maintained a permanent place of business within the city limits and maintains a staffing level, within this local office, of at least ten percent who are residents of the City of Pompano Beach or includes subcontracting commitments to Local Vendors Subcontractors for at least ten percent of the contract value. The permanent place of business may not be a post office box. The business must be located in a non-residential zone, and must actually distribute goods or services from that location. The business must be staffed with full-time employees within the limits of the city. In addition, the business must have a current business tax receipt from the City of Pompano Beach for a minimum of one year prior to the date of issuance of a bid or proposal solicitation.
2. **TIER 2 LOCAL VENDOR. BROWARD COUNTY BUSINESS EMPLOYING POMPANO BEACH RESIDENTS OR UTILIZING LOCAL VENDOR SUBCONTRACTORS.** A business entity which has maintained a permanent place of business within Broward County and maintains a staffing level, within this local office, of at least 15% who are residents of the City of Pompano Beach or includes subcontracting commitments to Local Vendors Subcontractors for at least 20% of the contract value. The permanent place of business may not be a post office box. The business must be located in a non- residential zone, and must actually distribute goods or services from that location. The business must be staffed with full-time employees within the limits of the city. In addition, the business must have a current business tax receipt from the respective Broward County municipality for a minimum of one year prior to the date of issuance of a bid or proposal solicitation.
3. **LOCAL VENDOR SUBCONTRACTOR. POMPANO BEACH BUSINESS.** A business entity which has maintained a permanent place of business within the city limits of the City of Pompano Beach. The permanent place of business may not be a post office box. The business must be located in a non-residential zone, and must actually distribute goods or services from that location. The business must be staffed with full-time employees within the limits of the city. In addition, the business must have a current business tax receipt from the City of Pompano Beach for a minimum of one year prior to the date of issuance of a bid or proposal solicitation.

You can view the list of City businesses that have a current Business Tax Receipt on the City's website, and locate local firms that are available to perform the work required by the bid specifications. The business information, sorted by business use classification, is posted on the webpage for the Business Tax Receipt Division: www.pompanobeachfl.gov by selecting the Pompano Beach Business Directory in the Shop Pompano! section.

The City of Pompano Beach is **strongly committed** to insuring the participation of City of Pompano Beach Businesses as contractors and subcontractors for the procurement of goods and services, including labor, materials and equipment. Proposers are required to participate in the City of Pompano Beach's Local Business Program by including, as part of their package, the Local Business Participation Form (Exhibit A,) listing the local businesses that will be used on the contract, and the Letter of Intent Form (Exhibit B) from each local business that will participate in the contract.

The required goal for this Solicitation is 10% for Local Vendor.

If a Prime Contractor/Vendor is not able to achieve the level of goal attainment of the contract, the Prime Vendor will be requested to demonstrate and document that good faith efforts were made to achieve the goal by providing the Local Business Unavailability Form (Exhibit C), listing firms that were contacted but not available, and the Good Faith Effort Report (Exhibit D), describing the efforts made to include local business participation in the contract. This documentation shall be provided to the City Commission for acceptance.

The awarded proposer will be required to submit "Local Business Subcontractor Utilization Reports" during projects and after projects have been completed. The reports will be submitted to the assigned City project manager of the project. The Local Business Subcontractor Utilization Report template and instructions have been included in the bid document.

Failure to meet Local Vendor Goal commitments will result in "unsatisfactory" compliance rating. Unsatisfactory ratings may impact award of future projects if a sanction is imposed by the City Commission.

The city shall award a Local Vendor preference based upon vendors, contractors, or subcontractors who are local with a preference follows:

1. For evaluation purposes, the Tier 1 and Tier 2 businesses shall be a criterion for award in this Solicitation. No business may qualify for more than one tier level.
2. For evaluation purposes, local vendors shall receive the following preferences:
 - a. Tier 1 business as defined by this subsection shall be granted a preference in the amount of five percent of total score.
 - b. Tier 2 business as defined by this subsection shall be granted a preference in the amount of two and one-half percent of total score.

3. It is the responsibility of the awarded vendor/contractor to comply with all Tier 1 and Tier 2 guidelines. The awarded vendor/contractor must ensure that all requirements are met before execution of a contract.

E. Required Proposal Submittal

Sealed proposals shall be submitted electronically through the eBid System on or before the due date/time stated above. Proposer shall upload response as one (1) file to the eBid System. The file size for uploads is limited to 250 MB. If the file size exceeds 10 MB the response must be split and uploaded as two (2) separate files.

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

Title page:

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

Table of Contents:

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

Letter of Transmittal:

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

Fees & Costs:

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

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

Schedule:

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

References:

References for past projects in the tri-county area (Broward, Palm Beach, and Miami-Dade.) Describe the scope of each project in physical terms and by cost, describe the respondent's responsibilities, and provide the contact information (name, email,

telephone number) of an individual in a position of responsibility who can attest to respondent's activities in relation to the project.

List any prior projects performed for the City of Pompano Beach.

Local Businesses:

Completed Local Business program forms, Exhibits A-D.

NOTE: Form B must be signed by a representative of the subcontractor, NOT of the Prime.

Litigation:

Disclose any litigation within the past five (5) years arising out your firm's performance, including status/outcome.

City Forms:

The Proposer Information Page Form and any other required forms must be completed and submitted electronically through the City's eBid System. The City reserves the right to request additional information to ensure the proposer is financially solvent and has sufficient financial resources to perform the contract and shall provide proof thereof of its financial solvency. The City may as at its sole discretion ask for additional proof of financial solvency, including additional documents post proposal opening, and prior to evaluation that demonstrates the Proposer's ability to perform the resulting contract and provide the required materials and/or services.

Reviewed and Audited Financial Statements:

Proposers shall be financially solvent and appropriately capitalized to be able to service the City for the duration of the contract. Proposers shall provide a complete financial statement of the firm's most recent audited financial statements, indicating organization's financial condition. Must be uploaded to the Response Attachments tab in the eBid System as a separate file titled "Financial Statements" and marked "CONFIDENTIAL."

Financial statements provided shall not be older than twelve (12) months prior to the date of filing this solicitation response. The financial statements are to be reviewed and submitted with any accompanying notes and supplemental information. The City of Pompano Beach reserve the right to reject financial statements in which the financial condition shown is of a date twelve (12) months or more prior to the date of submittals.

The City is a public agency subject to Chapter 119, Florida's Public Records Law and is required to provide the public with access to public records, however, financial statements that are required as submittals to prequalify for a solicitation will be exempt from public disclosure.

The City reserves the right to request additional information to ensure the proposer is financially solvent and has sufficient financial resources to perform the contract and shall provide proof thereof of its financial solvency. The City may as at its sole discretion ask for additional proof of financial solvency, including additional documents post proposal

opening, and prior to evaluation that demonstrates the Proposer's ability to perform the resulting contract and provide the required materials and/or services.

A combination of two (2) or more of the following may substitute for audited financial statements:

- 1) Bank letters/statements for the past 3 months
- 2) Balance sheet, profit and loss statement, cash flow report
- 3) IRS returns for the last 2 years
- 4) Letter from CPA showing profits and loss statements (certified)

F. Insurance Requirements

PROPOSER shall not commence services under the terms of this Agreement until certification or proof of insurance detailing terms and provisions has been received and approved in writing by the CITY's Risk Manager. If you are responding to a bid and have questions regarding the insurance requirements hereunder, please contact the City's Purchasing Department at (954) 786-4098. If the contract has already been awarded, please direct any queries and proof of the requisite insurance coverage to City staff responsible for oversight of the subject project/contract.

PROPOSER is responsible to deliver to the CITY for timely review and written approval/disapproval Certificates of Insurance which evidence that all insurance required hereunder is in full force and effect and which name on a primary basis, the CITY as an additional insured on all such coverage. **Such policy or policies shall be issued by United States Treasury approved companies authorized to do business in the State of Florida. The policies shall be written on forms acceptable to the City's Risk Manager, meet a minimum financial A.M. Best and Company rating of no less than Excellent, and be part of the Florida Insurance Guarantee Association Act. No changes are to be made to these specifications without prior written approval of the City's Risk Manager.**

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

Failure to maintain the required insurance shall be considered an event of default. The requirements herein, as well as CITY's review or acceptance of insurance maintained by PROPOSER, are not intended to and shall not in any way limit or qualify the liabilities and obligations assumed by PROPOSER under this Agreement.

Throughout the term of this Agreement, PROPOSER and all subcontractors or other agents hereunder, shall, at their sole expense, maintain in full force and effect, the following insurance coverages and limits described herein, including endorsements.

A. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the

company (number of employees) or the state in which the work is to be performed or of the state in which PROPOSER is obligated to pay compensation to employees engaged in the performance of the work. PROPOSER further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

B. Liability Insurance.

(1) Naming the City of Pompano Beach as an additional insured as City's interests may appear, on General Liability Insurance only, relative to claims which arise from PROPOSER's negligent acts or omissions in connection with PROPOSER's performance under this Agreement.

(2) Such Liability insurance shall include the following checked types of insurance and indicated minimum policy limits.

Type of Insurance	Limits of Liability
GENERAL LIABILITY:	Per Occurrence /Aggregate
* Policy to be written on a claims occurrence basis	
	\$1,000,000 \$2,000,000
XX comprehensive form	bodily injury and property damage
XX premises - operations	bodily injury and property damage
XX explosion & collapse	hazard
XX underground hazard	
XX products/completed	bodily injury and property damage combined
XX contractual insurance	operations hazard
XX broad form property damage	bodily injury and property damage combined
XX independent contractors	personal injury
XX personal injury	
—	CG2010 ongoing operations (or its' equivalent)
—	CG 2037 completed operations (or its' equivalent)
—	sexual abuse/molestation
	Minimum \$1,000,000 Per Occurrence and Aggregate

AUTOMOBILE LIABILITY:

Minimum \$1,000,000 Per Occurrence and Aggregate. Bodily injury (each person) bodily injury (each accident), property damage, bodily injury and property damage combined.

XX comprehensive form
XX owned
XX hired
XX non-owned

REAL & PERSONAL PROPERTY

* Policy to be written on a claims occurrence basis comprehensive form
Agent must show proof they have this coverage.

EXCESS / UMBRELLA LIABILITY Per Occurrence Aggregate

* Policy to be written on a claims occurrence basis

XX excess/umbrella bodily injury and \$5,000,000/\$5,000,000
property damage
combined

PROFESSIONAL LIABILITY Per

Occurrence Aggregate

* Policy to be written on a claims made basis

XX professional liability \$1,000,000/\$1,000,000

(3) If Professional Liability insurance is required, PROPOSER agrees the indemnification and hold harmless provisions of Section 12 of the Agreement shall survive the termination or expiration of the Agreement for a period of three (3) years unless terminated sooner by the applicable statute of limitations.

ENVIRONMENTAL / POLLUTION LIABILITY Per

Occurrence Aggregate

* Policy to be written on a claims made basis

XX environmental/pollution liability \$1,000,000/\$1,000,000

CYBER LIABILITY Per Occurrence Aggregate

* Policy to be written on a claims occurrence basis

\$1,000,000/\$1,000,000

__ Network Security / Privacy Liability

__ Breach Response / Notification Sublimit (minimum limit of 50% of policy aggregate)

__ Technology Products E&O - \$1,000,000 (only applicable for vendors supplying technology related services and or products)

__Coverage shall be maintained in effect during the period of the Agreement and for not less than four (4) years after termination/ completion of the Agreement.

C. Employer's Liability. PROPOSER and all subcontractors shall, for the benefit of their employees, provide, carry, maintain and pay for Employer's Liability Insurance in the minimum amount of One Hundred Thousand Dollars (\$100,000.00) per employee, Five Hundred Thousand Dollars (\$500,000) per aggregate.

D. Policies: Whenever, under the provisions of this Agreement, insurance is required of the PROPOSER, the PROPOSER shall promptly provide the following:

(1) Certificates of Insurance evidencing the required coverage;

(2) Names and addresses of companies providing coverage;

(3) Effective and expiration dates of policies; and

(4) A provision in all policies affording CITY thirty (30) days written notice by a carrier of any cancellation or material change in any policy.

E. Insurance Cancellation or Modification. Should any of the required insurance policies be canceled before the expiration date, or modified or substantially modified, the issuing company shall provide thirty (30) days written notice to the CITY.

F. Waiver of Subrogation. PROPOSER hereby waives any and all right of subrogation against the CITY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then PROPOSER shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition to the policy not specifically prohibiting such an endorsement, or voids coverage should PROPOSER enter into such an agreement on a pre-loss basis.

Value of Work Previously Awarded to Firm (Tie-breaker) - In the event of a tie, the firm with the lowest value of work as a prime contractor on City of Pompano Beach projects within the last five years will receive the higher ranking, the firm with the next lowest value of work shall receive the next highest ranking, and so on. The analysis of past work will be based on the City's Purchase Order and payment records.

The Committee has the option to use the above criteria for the initial ranking to short-list Proposers and to use an ordinal ranking system to score short-listed Proposers following

presentations (if deemed necessary) with a score of “1” assigned to the short-listed Proposer deemed most qualified by the Committee.

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

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

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

G. Hold Harmless and Indemnification

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

H. Right to Audit

Contractor's records which shall include but not be limited to accounting records, written policies and procedures, computer records, disks and software, videos, photographs, subcontract files (including proposals of successful and unsuccessful bidders), originals estimates, estimating worksheets, correspondence, change order files (including documentation covering negotiated settlements), and any other supporting evidence necessary to substantiate charges related to this contract (all the foregoing hereinafter referred to as "records") shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by Owner's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the contractor or any of his payees pursuant to the execution of the contract. Such records subject to examination shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this contract.

For the purpose of such audits, inspections, examinations and evaluations, the Owner's agent or authorized representative shall have access to said records from the effective date of this contract, for the duration of the Work, and until 5 years after the date of final payment by Owner to Consultant pursuant to this contract.

Owner's agent or its authorized representative shall have access to the Contractor's facilities, shall have access to all necessary records, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this article. Owner's agent or its authorized representative shall give auditees reasonable advance notice of intended audits.

Contractor shall require all subcontractors, insurance agents, and material suppliers (payees) to comply with the provisions of this article by insertion of the requirements hereof in any written contract agreement. Failure to obtain such written contracts which include such provisions shall be reason to exclude some or all of the related payees' costs from amounts payable to the Contractor pursuant to this contract.

I. **Retention of Records and Right to Access**

The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law, as amended. Specifically, the Contractor shall:

- a. Keep and maintain public records required by the City in order to perform the service;
- b. Upon request from the City's custodian of public records, provide the City with a copy of 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;
- c. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law;
- d. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City; and
- e. Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian

of public records in a format that is compatible with the information technology systems of the City.

J. Communications

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

K. No Discrimination

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

L. Independent Contractor

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

M. Staff Assignment

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

N. Contract Terms

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

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

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

Exhibit E "Sample Contract" includes the City's proposed term for the Contract. Any questions or concerns about the terms and conditions of the contract Proposers may have shall be addressed during the questions period (see section V below). The City reserves the

right, at its sole discretion, to consider proposals that object to the terms and conditions of the sample contract as non-responsible. City may award a second contract upon expiration of the initial contract for a period of up to five years at its sole discretion.

O. Waiver

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

P. Survivorship Rights

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

Q. Manner of Performance

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

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

R. Acceptance Period

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

S. Conditions and Provisions

The completed proposal (together with all required attachments) must be submitted electronically to City on or before the time and date stated herein. All Proposers, by electronic submission of a proposal, shall agree to comply with all of the conditions,

requirements and instructions of this solicitation as stated or implied herein. All proposals and supporting materials submitted will become the property of the City.

Proposer's response shall not contain any alteration to the document posted other than entering data in spaces provided or including attachments as necessary. By submission of a response, Proposer affirms that a complete set of bid documents was obtained from the eBid System or from the Purchasing Division only and no alteration of any kind has been made to the solicitation. Exceptions or deviations to this proposal may not be added after the submittal date.

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

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

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

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

T. Standard Provisions

1. Governing Law

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

2. Licenses

In order to perform public work, the successful Proposer shall:
Be licensed to do business in Florida, if an entity, and hold or obtain such Contractor' and Business Licenses if required by State Statutes or local ordinances.

3. Conflict of Interest

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

4. Drug Free Workplace

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

5. Public Entity Crimes

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

6. Patent Fees, Royalties, And Licenses

If the selected Proposer requires or desires to use any design, trademark, device, material or process covered by letters of patent or copyright, the selected Proposer and his surety shall indemnify and hold harmless the City from any and all claims for infringement by reason of the use of any such patented design, device, trademark, copyright, material or process in connection with the work agreed to be performed and shall indemnify the City from any cost, expense, royalty or damage which the City may be obligated to pay by reason of any infringement at any time during or after completion of the work.

7. Permits

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

8. Familiarity with Laws

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

9. Withdrawal of Proposals

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

10. Composition of Project Team

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

11. Invoicing/Payment

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

12. Public Records

- a. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law, as amended. Specifically, the Contractor shall:
 - i. Keep and maintain public records required by the City in order to perform the service;
 - ii. Upon request from the City's custodian of public records, provide the City with a copy of 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;
 - iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City; and
 - iv. Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor

keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

- b. Failure of the Contractor to provide the above described public records to the City within a reasonable time may subject Contractor to penalties under 119.10, Florida Statutes, as amended.

PUBLIC RECORDS CUSTODIAN

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK
100 W. Atlantic Blvd., Suite 253
Pompano Beach, Florida 33060
(954) 786-4611
RecordsCustodian@copbfl.com**

U. Questions and Communication

All questions regarding the Solicitation are to be submitted using the Questions feature in the eBid System. Questions must be received at least seven (7) calendar days before the scheduled solicitation opening. Oral and other interpretations or clarifications will be without legal effect. Addenda will be posted to the solicitation in the eBid System, and it is the Proposer's responsibility to obtain all addenda before submitting a response to the solicitation.

V. Addenda

The issuance of a written addendum or posting of an answer in response to a question submitted using the Questions feature in the eBid System are the only official methods whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this solicitation the addendum will be issued via the eBid System. It shall be the responsibility of each Proposer, prior to submitting their response, to contact the City Purchasing Office at (954) 786-4098 to determine if addenda were issued and to make such addenda a part of their proposal. Addenda will be posted to the solicitation in the eBid System.

W. Contractor Performance Report

The City will utilize the Contractor Performance Report to monitor and record the successful proposer's performance for the work specified by the contract. The Contractor Performance Report has been included as an exhibit to this solicitation.