



Florida's Warmest Welcome

**CITY OF POMPANO BEACH  
REQUEST FOR PROPOSALS  
P-29-20**

**MICRO-TRANSIT TRANSPORTATION SERVICES**

**OPENING: SEPTEMBER 17, 2020, 2:00 P.M.**

**Virtual Zoom Meeting  
POMPANO BEACH, FLORIDA 33060**

August 10, 2020

CITY OF POMPANO BEACH, FLORIDA

REQUEST FOR PROPOSALS  
P-29-20

MICRO-TRANSIT TRANSPORTATION SERVICES

**The City of Pompano Beach (the “City”) is seeking proposals from qualified firms to provide Micro-transit Transportation Services to the City for beach area workers (i.e. restaurants, hotels etc.), residents and visitors along the proposed route, days and times as outlined in the scope of services defined herein.**

The City will receive sealed proposals until **2:00 P.M. (local), SEPTEMBER 17, 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 virtual public forum.

**Introduction**

The City is interested in introducing a micro-transit transportation program (the “Program”) to transport users around the beach area and enhance ride share services within the City. This Program will include short-distance on-demand electric vehicle services on and near the barrier island between Atlantic Boulevard and S.E. 2<sup>nd</sup> Street to the south and Hillsboro Inlet Park to the north. In addition, the service may extend just west of A1A along Atlantic Boulevard to S.E. 25<sup>th</sup> Avenue to accommodate transport to restaurants and other amenities in that area.

The City is contemplating a Florida Department of Transportation (FDOT) Grant to offset the costs of the Program. A grant application has been included as **Attachment B** to this solicitation. Proposers must discuss in their Letter of Transmittal their familiarity with such a grant.

**A. Scope of Services**

The City’s primary objective in developing the Program is to ultimately relieve congestion on the barrier island, and west on Atlantic Blvd. to S.E. 25<sup>th</sup> Avenue. With this, the City would like to implement an on-demand service to residents and visitors, whereby services could be demanded for pick-up directly from a residence, hotel or other local attraction for transport to and from area restaurants and other amenities. The City’s intention is to also provide for some park and ride locations within the City, located on the barrier island, as well as located just south of Federal Highway and Atlantic Blvd. It is expected that the

system would improve traffic congestion, while reducing emissions.

Since 2010 the City has been undergoing significant redevelopment. These projects include both public redevelopment projects, as well as numerous private sector projects. Some of the public projects include redevelopment of \$15 million in beachfront improvements in 2013, reshaping the dunes, adding a major boardwalk and recreational areas, a new Pompano Beach Boulevard with on-street parking, a new \$12 million fishing pier and a new 625 space public parking garage at the Pier. Additionally, a \$5.0 million rebuilding of Briny Avenue into an amazing shared-street of automobiles, pedestrians and bicycles, lane-elimination and beautification of East Atlantic Boulevard (a joint venture with FDOT). The City's project to beautify the East Atlantic Blvd. Bridge with FDOT was recently completed.

This major public sector investment has gained the attention of the private sector. The first major development (Pompano Fishing Village) in Pompano Beach on the barrier island is on a 4 acre site owned by the City at the Pier fronting the Atlantic Ocean and the new Pier Garage, where new restaurants located on the beach were constructed (Beach House opened in 2018 and Oceanic opened in August 2019) in addition to Alvin's Island, a beachwear department store, eateries (Kilwins, Burger Fi, Cannoli Kitchen) and a Hilton Hotel are all under construction, with planned spring 2021 completion dates.

#### 1. Key Program Parameters:

- The City will be selecting one qualified proposer.
- The vehicle(s) should 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.
- The Program is expected to start with two (2) to three (3) vehicles with options provided to add additional vehicles, as demand for services increase.
- 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.
- The provider will provide the necessary vehicles, staff and resources to service the agreed upon schedule throughout the term of the contract. The anticipated start date of operations for the selected proposer is by February-March, 2021.
- The Program may also provide for select park and ride lots and provider will be required to frequent lots. As an example, City anticipates operating a park and ride lot in the future, just south of Atlantic Blvd. and Federal Highway to be utilized by area restaurant/bar employees for transport to their place of employment on the barrier island. There is a lunch and dinner shift. Proposers must evaluate the size of the vehicle it recommends for transport of these shift employs which could be as many as 40-50 employees per shift who may all need to arrive at their place of employment around the same time for the lunch and dinner shifts, anticipating that a smaller vehicle would require more runs etc. **Note:** the City will first start out with transporting these employees from a vacant lot (A.K.A. Pure Residence lot) located on the barrier island, located just behind the Bank of America building between S.E. 1<sup>st</sup> and 2<sup>nd</sup> street (just south of Atlantic Blvd.) and will expand to the federal highway lot as needed in the future.

## **2. Program Objectives:**

Providers are expected to meet the following program objectives:

- Primarily operate a on demand-response system throughout the boundaries of the service area indicated on **Attachment A**, with final route and stops TBD.
- Transport area workers (primarily those in the Pompano Fishing Village) to and from their place of employment from park and ride locations (starting with the Pure Residence Lot).
- Provide the flexibility and availability of resources to scale up and down the supply 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.
- Provide a safe and pleasing passenger experience with capable, qualified and courteous drivers that will serve as ambassadors.
- 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.
- Cut down time workers and visitors spend in their vehicles circling and idling in the hopes of finding parking adjacent to their destination.
- Allow users to get to their destination within the service area without the need to drive, park or even own a personal vehicle.
- Reduce area traffic and vehicle emissions.

## **3. Customer Service:**

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

## **4. Program Service Package:**

The City is seeking a creative and flexible program service package to satisfy its mobility needs and to provide a comprehensive transportation solution. There is a need to transport riders within the service area. The Program will be awarded to one (1) Proposer, to address City's needs.

## **5. Service Parameters for Micro-transit 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 for the electric golf cart vehicles. The vehicles used throughout the term of the contract must be consistent and identifiable with the appropriate program signage.

### **The criteria below constitute the City's service parameters for the point-to-point program:**

- The program will serve the City's residents, guests and commuters by providing on-demand rides to work, for shopping, restaurant, events and nightlife access. Service will be provided as indicated above. Any changes in the service hours shall be in writing and mutually agreed upon.
- The program may also serve park and ride lots in various locations (as discussed earlier in this RFP) from which patrons (i.e. area workers) will be picked up and taken to their destination within the service area.

- All trips must begin and end within an area as shown on the service area map (**Attachment A**). Any changes in the service area shall be in writing and mutually agreed upon.
- The service shall be free to users. For on-demand services, 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.
- The proposer shall provide a mobile app for requesting rides for on-demand services, compatible with both Android and iPhone.
- 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 and manual counts with 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 City. 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.
- Proposer must include an ADA vehicle as part of the fleet.
- 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 the City. 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 City. The proposer will provide the City with background checks on all drivers. The City 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, Broward County, and state traffic and driving laws. Drivers must wear a company uniform and name tag.
- The proposer will communicate any problems or requests to the City through the City's Parking Manager or designee.
- 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 City.
- The term of the Program shall be for up to three (3) years from contract execution.
- Vehicle maintenance and charging must be performed by the proposer.

- Proposer is responsible for ensuring that drivers and all passengers on board vehicles are in compliance with all federal, state or local regulations governing the operation of a vehicle on public or private streets.
- Proposer shall be responsible for the cleanliness of the interior and the exterior of the vehicles.
- The City 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.

6. Advertising:

Subject to City’s prior written consent, advertising within and/or outside of vehicles for area businesses may be permitted and is encouraged to off-set operational costs, if in accordance with all City ordinances, policies and procedures, as applicable.

7. Cost of the Program to the City:

The selected proposer shall ensure any fees to be charged to the City 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 contract period. Any escalation in pricing thereafter will be subject to approval by the City in its sole discretion.

8. Selected Proposer’s Responsibility:

- The selected Proposer shall be responsible for ensuring that all its employees are in compliance, at all times, with the Terms, Conditions and Specifications outlined in this Request for Proposals.
- The selected Proposer shall be responsible for obtaining all necessary permits for charging stations (City may be willing to provide charging stations for use by Proposer, possibly for a fee) and be in in compliance with all applicable Federal, State, and Local regulations pertaining to the services as specified or required.
- The selected Proposer will be responsible for securing its own office space, if applicable.
- 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.

**Tentative Hours of Operation** (hours to be determined depending on hours of operation of area restaurants/bars and demand for services):

<b>Days of the Week</b>	<b>Time Schedule</b>
<b>Sunday</b>	10am - 8pm
<b>Monday - Thursday</b>	10am - 8pm
<b>Friday - Saturday</b>	10am - 11pm

**Note: the City is willing to modify service hours based on input from proposers as a result of area assessment performed by proposers, for area establishments and other factors.**

**B. Tasks/Deliverables**

1. On-Demand electric vehicles (i.e. golf cart type vehicles) must hold a minimum of 5 passengers (not including the driver).
  
2. No driver of a golf cart vehicle regulated under this article shall:
  - Operate a golf cart without a valid driver's license;
  - Solicit patronage in a loud or annoying tone of voice or by sign or in any manner annoying any person or obstructing the movement of any persons, or following any person for the purpose of soliciting patronage;
  - Operate a golf cart (or other electric vehicle type) while carrying a number of passengers that exceeds the number of passengers the seats were designed to accommodate;
  - Permit a passenger to stand in golf cart while the vehicle is in motion;
  - Collect fares for the golf cart service;
  - Solicit business for any hotel or attempt to divert patronage from one hotel to another; engage in selling alcoholic beverages or solicit business for any house of ill repute or use the pedicab or low-speed vehicle for any purpose other than the transporting of passengers;
  - Sit, sleep, loiter or permit others to sit, sleep or loiter within the passenger compartment of a golf cart while parked on a public street;
  - Use indecent or profane language, be guilty of loud or boisterous talking, shouting or disorderly conduct or vex or annoy any passenger or any other person;
  - Use intoxicants either immediately before or while on duty or use controlled substances at any time;
  - Operate a golf cart on streets designated as state roads or on routes deemed restricted by the city. Vehicles shall operate only on streets where the posted speed limit is 35 miles per hour or less.
  - Demand from a passenger a fare for on demand golf cart.
  - Operate a golf cart so as to impede the flow of pedestrians;
  - Operate a golf cart in a manner that results in damage to public property;
  - Operate a golf cart on or within a designated park or on a sidewalk.
  - Leave any golf cart unattended at any time except to perform such duties as required to service passengers;
  - Permit a passenger or anyone to sit anywhere other than the passenger seat within the golf cart;
  - Create, or materially contribute to, a parking problem or traffic congestion as a result of operation of the golf cart;
  - Comply with all applicable state traffic laws including, but not limited to F.S. §§ 316.2065 and 316.2122, respectively, as same may be amended from time to time;
  - Obstruct other vehicular traffic by unnecessarily weaving or changing lanes of travel;
  - Operate, maneuver, incline, spin, tilt, tip, slope or position a golf cart in any manner that would unnecessarily place a passenger in any position other than seated upright;
  - Allow either the driver or any other passenger or occupant of the golf cart to

drink or consume alcoholic beverages or to possess an open container of alcoholic beverages;

- Refuse or neglect to transport to any place in the assigned service area any orderly person who is requesting service regardless of race, sex, religion, color, national origin, age or physical disability Drivers may refuse service to any person who is disorderly, or to any person who causes a driver to have a reasonable apprehension of fear for his or her safety.

**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>
<b>1. Criteria</b> <b>Experience and Expertise</b> <ul style="list-style-type: none"> <li>• Previous related work experience and qualifications in the subject area of personnel assigned.</li> <li>• Demonstrates a clear understanding of scope of work and other technical or legal issues related to the project.</li> </ul>	0-25
<b>2. References</b> <ul style="list-style-type: none"> <li>• History and performance of firm/project team on similar projects.</li> <li>• References and recommendations from previous clients.</li> </ul>	0-20
<b>3. Resources and Methodology</b> <ul style="list-style-type: none"> <li>• Adequacy of amount of quality resources assigned to the project.</li> <li>• Overall approach to project. Consideration of services provided and approach to meeting goals and deadlines.</li> <li>• Financial resources.</li> </ul>	0-30
<b>4. Cost</b> <ul style="list-style-type: none"> <li>• Including the overall project-task budget, contributing revenue offsets and itemized cost breakdowns.</li> </ul>	0-25
<b>Total: 100</b>	_____

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.

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.

## SECTION II

**Disadvantaged Business Enterprise (DBE) Policy and Obligation.** It is the policy of the Department that DBEs, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. The Agency and its contractors agree to ensure that DBEs have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBEs have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

### A. 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](http://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 city shall award a Local Vendor preference based upon vendors, contractors, or subcontractors who are local with a preferences 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.

**B. 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. Must include Proposers discuss their familiarity with the parameters of this grant, included herein as **Attachment B**. Please limit this section to two pages.

**Vehicles/Resources:**

Proposers must include a narrative describing the nature and types of vehicles being proposed. Colored pictures of examples of proposed vehicle types must be included. Proposers must also discuss their access to additional vehicles as may be needed if service demand ramps up and any lead times to accommodate obtaining additional vehicles/staffing. Proposers must also discuss their planned process for hiring drivers and if open to making efforts to recruit qualified drivers locally from the City of Pompano Beach. Drivers must be or become familiar with the area amenities prior to start of service.

**Service Area and Proposed Servicing Schedule:**

Proposer must provide a discussion of their understanding of the proposed service area and servicing schedule, along with any recommendations. Proposers are encouraged to familiarize themselves with area restaurants located within the service area, as to their operations and operating hours. A discussion of such may be included in proposal.

**Fees and Costs (include for up to 3 years):**

- 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.
- Proposer shall provide sufficient detail to allow for an assessment of cost per hour of service as City is still finalizing required schedule for required service hours.
- Any revenues proposed by proposer to offset costs (i.e. advertising revenue) must also be included along with an accompanying explanation for how estimates were derived and how these amounts would be derived/allocated throughout the contract term.
- Proposer must include additional optional costs for any additional vehicles (i.e. per vehicle) requested to be added by City during the contract or option terms or for additional operating hours proposed to extend the service hours schedule or the need to add a larger vehicle is the ride share lot on Federal Highway is activated, if a larger vehicle is deemed necessary

The City is contemplating a Phase 2 component to its micro-transit program to include large vehicles (i.e. trolley) to transport patrons west on Atlantic Boulevard to the City's Cultural Center, the Isle Casino development (Powerline and Racetrack Road), Pompano Old Town and eventually into the planned Innovation District to be located in the quadrant from Atlantic Boulevard to MLK Blvd and between Dixie and I-95. Proposers should provide a narrative of any interest/capacity to provide for such services in the future and within what parameters/arrangements with the City, at a future time.

**Schedule to become operational:**

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

**References:**

Submit a client reference list (within past five years) for at least three (3) references, including

name of contact, firm and/or governmental entity, address, telephone number and type of service provided to each reference. Include contract term, nature of services provided, nature and type of vehicles utilized, any revenues generated to offset operating costs and any net annual payments due by client to provider.

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.

**Financial Information:**

Must be marked "CONFIDENTIAL" and uploaded separately from proposal.

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 and uploaded as a separate file titled "Financial Statements" to the Response Attachments tab in the eBid System.

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 by an independent CPA 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 period from December 1, 2019 through February 28, 2020.
- 2) Reviewed or Complied (by an independent CPA with signed letter included) Balance sheet and profit and loss statement (2019)
- 3) IRS tax returns for the last 2 years.

**Covid-19:** Proposers must provide a discussion of the impact that Covid-19 has had on their operations and their capacity to recover and carry out the services within this RFP successfully in 2021.

### **C. 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 operations hazard	bodily injury and property damage combined		
XX	contractual insurance	bodily injury and property damage combined		
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)		
XX	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 property damage combined	\$5,000,000	\$5,000,000
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**PROFESSIONAL LIABILITY**

Per Occurrence Aggregate

\* Policy to be written on a claims made basis

-- 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

-- 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.

**D. 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.

**E. 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.

**F. 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.

**G. 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.

**H. 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.

**I. 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.

**J. 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.

**K. 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.

**L. 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.

**M. 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.

**N. Termination**

The contract resulting from this Solicitation may be terminated by the City of Pompano Beach without cause upon providing contractor with at least sixty (60) days prior written notice.

Should either party fail to perform any of its obligations under the contract resulting from this Solicitation for a period of thirty (30) days after receipt of written notice of such failure, the non-defaulting part will have the right to terminate the contract immediately upon delivery of written notice to the defaulting part of its election to do so. The foregoing rights of termination are in addition to any other rights and remedies that such party may have.

**O. 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.

**P. Acceptance Period**

Proposals submitted in response to this Solicitation must be valid for a period no less than one hundred twenty (120) days from the closing date of this solicitation.

**Q. 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.

**R. 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. 3<sup>rd</sup> 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](mailto:RecordsCustodian@copbfl.com)**

**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.

**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.

**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.