

Our Mission Statement
To be the nation's premier community in which to
live, work, and raise a family.

DATE: October 4, 2011

RFP NO. 12-B-014

REQUEST FOR PROPOSALS

ALL INTERESTED PARTIES:

The City of Coral Springs, Florida, hereinafter referred to as CITY, will receive sealed Proposals at the office of the Purchasing Administrator, City Hall, 9551 West Sample Road, Coral Springs, Florida 33065, for furnishing the services described below:

LOCAL INTRA-CITY BUS TRANSPORTATION

Sealed Proposals must be received and time stamped in by the Purchasing Administrator, either by mail or hand delivery, no later than 2:00 p.m. local time on Wednesday, October 26, 2011. A public opening will take place at or before 2:15 p.m. in the City Commission Chambers located at City Hall on the same date. Any Proposals received after 2:00 p.m. local time on said date will not be accepted under any circumstances. Any uncertainty regarding the time a Proposal is received will be resolved against the Offeror.

Proposals are subject to the attached Standard Terms and Conditions contained in the Instructions to Offerors.

CITY reserves the right to reject any or all Proposals, to waive any informalities or irregularities in any Proposals received, to re-advertise for Proposals, to award in whole or in part to one or more offeror's, or take any other such actions that may be deemed to be in the best interests of the CITY.

Arthur J. Resnik
Purchasing Agent II

I. STATEMENT OF THE WORK

- A. Services Required by CITY: CITY requires one (1) independent contractor to provide a program that will achieve but not necessarily be limited to the following goals: furnish buses and drivers to provide local intra-city bus transportation service.

II. SCOPE OF SERVICES

- Provide local intra-city bus transportation service on two selected routes in the City.
- Normal hours of operation are as follows:
 - Monday thru Friday, 8:00 a.m. to 6:00 p.m.
 - Saturday, 8:00 a.m. to 5:00 p.m.
 - Sunday, Noon to 5:00 p.m.

See Exhibit A for routes and schedule.

- Proposer will provide City and Broward County Department of Transportation a monthly report on the number of passengers using each bus daily and by the hour.
- Driver must collect a \$0.50 toll from each passenger per trip. City will provide coin boxes and will collect the coin boxes at least 3 times per week.
- Proposer must meet all requirements of Broward County Transportation Department for buses, drivers, insurance, and all other required reports. This includes yearly inspection of all buses and maintenance records for each bus. See Exhibit B.
- One bus shall be painted or wrapped in a blue color identifying the bus and the route. The other bus shall be painted or wrapped in a green color identifying the bus and the route.
- All vehicles to be used must be new or in like-new condition.
- Each bus must be air-conditioned and meet all current ADA requirements.
- The buses shall be equipped with two-way communication between buses and supervisory personnel.
- Backup buses must be provided within 30 minutes to replace inoperable buses.
- Seating capacity on each bus will be for 20-30 passengers.
- Maintenance of the buses will be the responsibility of the contractor.
- All buses must be cleaned inside and outside daily.
- Buses shall meet all requirements of Florida DOT rule Chapter 14.90 (minimum requirements for transit coaches and system equipment).
- Bus operators must meet all certification and licensing requirements. All drivers must be able to communicate fluently in English. Uniforms will be required. Proposer must certify that it provides a drug-free workplace program. Drivers are required to attend and successfully complete Broward County's Training Program for drivers in Broward County's Community Shuttle Bus Program or an approved equivalent type of program.
- Contractor should utilize buses that support alternative fuels as defined by the U.S. Environmental Protection Agency.

- This will be a three (3) year term contract, renewable for one (1) additional three (3) year term.

III. PROPOSAL REQUIREMENTS

1. Scope of Services Proposed

Clearly describe the scope of services proposed inclusive. Include details of your approach and work plans. A brief statement must be included which explains why your approach and plan would be the most effective and beneficial to the City of Coral Springs.

The proposal must address a commitment to and timetable for the completion of the scope of services proposed within the contract period.

2. Firm Qualifications

This section of the Proposal should give a description of the firm, including the size, range of activities, etc. Particular emphasis should be given as to how the firm-wide experience and expertise in the area of local intra-city bus transportation services will be brought to bear on the proposed work.

This section must also identify the contact person supervisory personnel who will work on the project. Resumes of each person should be provided with emphasis being given to their experience with similar work. If resumes are not available at the time the proposal is submitted, you should provide a listing of the qualifications, including education, experience, etc., that will be required.

3. References

Provide a list and description of similar projects satisfactorily performed within the past two (2) years. For each engagement listed, include the name and telephone number of a representative for whom the engagement was undertaken who can verify satisfactory performance.

4. Price Proposal

Submit your signed, firm, fixed fee performance-based price proposal for providing all services, materials, etc., required for completion of services in accordance with your technical proposal.

5. Proposal Copies

Submission of five (5) copies of the proposal should be submitted to the City of Coral Springs, City Hall, 9551 West Sample Road, Coral Springs, Florida 33065, to the attention of Mr. Arthur J. Resnik, Purchasing Agent II.

6. Addenda, Additional Information

Any addenda or answers to written questions supplied by the City to participating Offeror's become part of this Request for Proposal and the resulting contract. This Proposal form shall be signed by an authorized company representative, dated and returned with the Proposal.

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

IV. EVALUATION OF PROPOSALS

Evaluation Method and Criteria

Proposals will be evaluated in accordance with weighted criteria listed below:

	<u>POINT RANGE</u>
Scope of Services Proposed	10
Firm Qualifications	50
References	20
Price	20

These weighted criteria are provided to assist the proposers in the allocation of their time and efforts during the submission process. The criteria also guides the Evaluation Committee during the short-listing and final ranking of proposers by establishing a general frame work for those deliberations.

Short listed proposals may be selected for an interview prior to a recommendation being presented to the City Commission. As the best interest of the CITY may require, the right is reserved to reject any and all proposals or waive any minor irregularity or technicality in proposals received. Proposers are cautioned to make no assumptions unless their proposal has been evaluated as being responsive.

The successful proposer shall be required to execute a City contract covering the scope of services to be provided and setting fourth the duties, rights and responsibilities of the parties. This contract must be executed by the successful proposer prior to recommendation of award and presentation to the City Commission.

V. SCHEDULE OF EVENTS

The schedule of events, relative to the procurement shall be as follows:

<u>Event</u>	<u>Date (on or by)</u>
1. Issuance of Request for Proposals	10/4/11
2. Opening of Proposals	10/26/11
3. Proposal Evaluations	Week of 11/7/11
4. Contract Negotiations	Week of 11/14/11
5. Award of Contract	12/6/11

CITY reserves the right to delay scheduled dates.

VI. SUMMARY OF DOCUMENTS TO BE SUBMITTED WITH PROPOSALS

1. Samples of the following documents (except the Certificate of Insurance), are attached and shall be executed as a condition to this offer:
 - (a) Proposal and Offeror's Certification
 - (b) Certified Resolution
 - (c) Qualifications Statement
 - (d) Non-Collusive Affidavit
 - (e) Offeror's Corporate Statement
 - (f) References
 - (g) Certificate(s) of Insurance if required by the Special Conditions to the Instructions to Offerors.
 - (h) Drug Free Workplace Certification

VII. AWARD OF CONTRACT

The contract shall be awarded to the responsible Offeror whose Proposal is determined to be the most advantageous to CITY, taking into consideration the evaluation factors and criteria set forth in the Request for Proposals.

VIII. INSURANCE

PLEASE HAVE YOUR INSURANCE REPRESENTATIVE CAREFULLY REVIEW ANY INSURANCE COVERAGES AND CONDITIONS PRIOR TO SUBMITTING YOUR PROPOSAL TO ENSURE COMPLIANCE WITH THE INSURANCE REQUIREMENTS OF THE INSTRUCTIONS TO OFFERORS.

RFP 12-B-014
LOCAL INTRA-CITY BUS TRANSPORTATION

INSTRUCTIONS TO OFFERORS
STANDARD TERMS AND CONDITIONS

1. **DEFINED TERMS**

1.1 Terms used in these Instructions to Offerors are defined and have the meaning assigned to them. The term "Offeror" means one who submits a Proposal directly to CITY as distinct from a Sub-Offeror, who submits a Proposal to the Offeror. The term "Successful Offeror" means the qualified, responsible and responsive Offeror to whom CITY (on the basis of CITY'S evaluation as hereinafter provided) makes an award. The term "CITY" refers to the City of Coral Springs, a municipal corporation of the State of Florida. The term "Proposal Documents" includes the Request for Proposals, Instructions to Offerors, Proposal, Qualifications Statement, Non-Collusive Affidavit, Corporate Resolution or Letter of Transmittal, Proposal Security and Specifications, if any, and the proposed Contract Documents, if any, (including all Addenda issued prior to receipt of Proposals). The term "CONTRACTOR" shall mean the individual(s) or firm(s) to whom the award is made and who executes the Contract Documents.

2. **SPECIAL CONDITIONS**

2.1 Any and all Special Conditions that may vary from the General Conditions shall have precedence.

3. **EXAMINATION OF CONTRACT DOCUMENTS AND SITE**

3.1 Before submitting a Proposal, each Offeror must (a) visit the site to familiarize himself with the facilities and equipment that may in any manner affect cost, or performance of the work; (b) consider federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, or performance of the work, (c) study and carefully correlate the Offeror's observations with the Proposal Documents; and (d) notify the Purchasing Administrator of all conflicts, errors and discrepancies, if any, in the Proposal Documents.

3.2 The Offeror, by and through the submission of a Proposal, agrees that he shall be held responsible for having examined the facilities and equipment; familiarized himself with the nature and extent of the work and any local conditions that may affect the work to be done and the equipment, materials, parts and labor required.

4. INTERPRETATIONS AND ADDENDA

4.1 If the Offeror should be in doubt as to the meaning of any of the Proposal Documents, is of the opinion that the Conditions and Specifications contain errors or contradictions or reflect omissions, or has any question concerning the conditions and specifications, he shall submit a written request directed to the Purchasing Administrator for interpretation or clarification. Such request must reference the date of Proposal opening and Proposal number and should be received by the Purchasing Administrator at least ten (10) calendar days before the date of the formal opening of the Proposals. Questions received less than ten (10) calendar days prior to the Proposal opening shall not be answered. Interpretations or clarifications in response to such questions will be issued in the form of written addenda and shall be mailed to all parties recorded by CITY'S Purchasing Administrator as having received the Proposal Documents. The issuance of a written addendum shall be the only official method whereby such an interpretation or clarification will be made.

5. PRICES PROPOSED

5.1 Prices shall be shown in both unit amounts and extensions whenever applicable. In the event of discrepancies existing between unit amounts and extensions or totals, unit amounts shall govern.

5.2 All prices and costs for equipment shall remain firm and fixed for acceptance for ninety (90) calendar days after the day of the Proposal opening.

5.3 The Proposal Price shall include all permit fees, royalties, license fees and other costs arising from the use by such design, equipment and/or materials in any way involved in the work as well as all costs of packaging, transporting and delivery to the designated location within the City of Coral Springs.

6. NON-COLLUSIVE AFFIDAVIT

6.1 Each Offeror shall complete the Non-Collusive Affidavit Form and shall submit the form with the Proposal. CITY considers the failure of the Offeror to submit this document to be a major irregularity and may be cause for rejection of the Proposal.

7. PUBLIC ENTITY CRIMES INFORMATION STATEMENT

7.1 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 Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

8. CONFLICT OF INTEREST

8.1 The award of any contract hereunder is subject to the provisions of Chapter 112, Florida Statutes. Offerors must disclose with their Proposal the name of any officer, director, partner, proprietor, associate or agent who is also an officer or employee of CITY or any of its agencies. Further, all Offerors must disclose the name of any officer or employee of CITY who owns, directly or indirectly, an interest of five percent (5%) or more in the Offeror's firm or any of its branches or affiliate companies.

9. SUBMISSION OF PROPOSALS

9.1 Proposals must be typed or printed in ink. Use of erasable ink is not permitted. All corrections to prices made by the Offeror must be initialed.

9.2 Proposals must contain a manual signature of the authorized representative of the Offeror. Proposals shall contain an acknowledgment of receipt of all Addenda. The address and telephone number for communications regarding the Proposal must be shown.

9.3 Proposals by corporations must be executed in the corporate name by the President or other corporate officer accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown below the signature.

9.4 Proposals by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

9.5 Proposals shall be submitted at or before the time and at the place indicated in the

Request for Proposals and shall be submitted in a sealed envelope (faxed proposals will not be accepted under any circumstances). The envelope shall be clearly marked on the exterior "PROPOSAL FOR LOCAL INTRA-CITY BUS TRANSPORTATION THE CITY OF CORAL SPRINGS, FLORIDA," and shall state the name and address of the Offeror and shall be accompanied by any other required documents. No responsibility will attach to the Purchasing Office for the premature opening of a Proposal not properly addressed and identified.

- 9.6 In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable state and federal law, the Request for Proposal and the responses thereto are in the public domain. However, the Offerors are requested to identify specifically any information contained in their Proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.
- 9.7 All Proposals received from Offerors in response to the Request for Proposal will become the property of CITY and will not be returned to the Offerors. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of CITY.

10. MODIFICATION AND WITHDRAWAL OF PROPOSALS

- 10.1 Proposals may be modified or withdrawn by an appropriate document duly executed (in the manner that a Proposal must be executed) and delivered to the place where Proposals are to be submitted at any time prior to the deadline for submitting Proposals. A request for withdrawal or a modification must be in writing and signed by a person duly authorized to do so. Evidence of such authority must accompany the request for withdrawal or modification. Withdrawal of a Proposal will not prejudice the rights of an Offeror to submit a new Proposal prior to the Proposal opening date and time. After expiration of the period for receiving Proposals, no Proposal may be withdrawn or modified.
- 10.2 If, within twenty-four (24) hours after Proposals are opened, any Offeror files a duly signed, written notice with CITY and within five (5) calendar days thereafter demonstrates to the reasonable satisfaction of CITY by clear and convincing evidence there was a material and substantial mistake in the preparation of its Proposal, or that the mistake is clearly evident on the face of the Proposal but the intended correct Proposal is not similarly evident, then Offeror may withdraw its Proposal and the Bid Security will be returned. Thereafter, the Offeror will be disqualified from further bidding on the subject Contract.

11. REJECTION OF PROPOSALS

- 11.1 To the extent permitted by applicable state and federal laws and regulations, CITY reserves the right to reject any and all Proposals, to waive any and all informalities not involving price, time or changes in the work with the Successful Offeror, and the right to disregard all nonconforming, non-responsive, unbalanced or conditional Proposals. Proposal will be considered irregular and may be rejected, if they show serious omissions, alterations in form, additions not called for, conditions or unauthorized alterations, or irregularities of any kind.
- 11.2 CITY reserves the right to reject the Proposal of any Offeror if CITY believes that it would not be in the best interest of the CITY to make an award to that Offeror, whether because the Proposal is not responsive or the Offeror is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by CITY.

12. AWARD OF CONTRACT

- 12.1 The Contract shall be awarded by CITY's Commission to the most responsible and responsive Offeror(s) for the Proposal(s) whose evaluation by CITY indicates to CITY that the award will be in the best interests of the CITY and not necessarily to the lowest Offeror.
- 12.2 The Offeror to whom award is made shall execute a written contract prior to Notice of Award. If the Offeror to whom the first award is made fails to enter into a contract as herein provided, the award may be annulled and the contract left to another Offeror who is responsible and responsive in the opinion of CITY. Such Offeror shall fulfill every stipulation embraced herein as if he were the original party to whom the award was made.

SPECIAL CONDITIONS TO INSTRUCTIONS TO OFFERORS

13. QUALIFICATIONS OF OFFERORS

- 13.1 Each Offeror shall complete the Qualifications Statement and submit the same with his Proposal. Failure to submit the Qualifications Statement and the documents required thereunder with the Proposal may constitute grounds for rejection of the Proposal.
- 13.2 As a part of the Proposal evaluation process, CITY may conduct a background investigation, including a record check by the Coral Springs Police Department of Offeror. Offeror's submission of a Proposal constitutes acknowledgment of the process and consent to such investigation.

13.3 No proposal shall be accepted from, nor will any contract be awarded to, any person, who is in arrears to CITY, upon any debt or contract, or who is a defaulter, as surety or otherwise, upon any obligation to CITY, or who is deemed irresponsible for unreliable by CITY.

13.4 CITY reserves the right to make a pre-award inspection of the Offeror's facilities and equipment prior to award of Contract.

14. ENVIRONMENTAL REGULATIONS

14.1 CITY reserves the right to consider Offeror's history of citations and/or violations of environmental regulations in determining an Offeror's responsibility, and further reserves the right to declare an Offeror not responsible if the history of violations warrant such determination. Offeror shall submit with the Proposal, a complete history of all citations and/or violations, notices and dispositions thereof. The non-submission of any such documentation shall be deemed to be an affirmation by the Offeror that there are no citations or violations. Offeror shall notify CITY immediately of notice of any citation or violation, which Offeror may receive after the Proposal opening date and during the time of performance of any contract awarded to Offerors.

15. INSURANCE

15.1 Offeror shall submit a certificate(s) of insurance evidencing the required insurance together with the Proposal. Failure to do so may cause rejection of the Proposal.

15.2 Prior to Award and in any event prior to commencing work, the Successful Offeror shall provide CITY with certified copies of all insurance policies providing coverage as required by these Special Conditions.

15.3 The Successful Offeror shall secure and maintain, at its own expense, and keep in effect during the full period of the contract a policy or policies of insurance, which must include the following coverages and minimum limits of liability:

(a) Worker's Compensation and Employer's Liability Insurance for all employees of the Successful Offeror engaged in work under the Contract in accordance with the laws of the State of Florida. The Successful Offeror shall agree to be responsible for the employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

(b) Comprehensive General Liability Insurance with the following minimum limits of liability:

\$ 1,000,000 Combined Single Limit, Bodily
Injury and Property Damage
Liability per occurrence

Coverage shall specifically include the following minimum limits not less than those required for Bodily Injury Liability and Property Damage:

\$ 1,000,000 Combined Single Limit, Bodily
Injury and Property Damage
Liability per occurrence

- (1) Premises and Operations;
- (2) Independent Contractors;
- (3) Products and Completed Operations;
- (4) Broad Form Property Damage;
- (5) Broad Form Contractual Coverage applicable to the Contract and specifically confirming the indemnification and hold harmless agreement in the Contract;
- (6) Personal Injury Coverage with employment and contractual exclusions removed and deleted.

- (c) Comprehensive Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by Successful Offeror in the performance of the work with the following minimum limits of liability:

\$ 3,000,000 Combined Single Limit, Bodily
Injury and Property Damage
Liability per occurrence

15.4 ALL LIABILITY INSURANCE POLICIES SHALL SPECIFICALLY PROVIDE THAT THE CITY OF CORAL SPRINGS IS AN ADDITIONAL NAMED INSURED OR ADDITIONAL INSURED WITH RESPECT TO THE REQUIRED COVERAGES AND THE OPERATIONS OF THE CONTRACTOR UNDER THE CONTRACT. INSURANCE Companies selected must be acceptable to CITY. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to CITY by certified mail.

15.5 The required insurance coverage shall be issued by an insurance company duly authorized and licensed to do business in the State of Florida with the following minimum qualifications in accordance with the latest edition of A.M. Best's Insurance Guide:

Financial Stability B+ to A+

- 15.6 All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against CITY with the express intention of the parties being that the required insurance coverages protect both parties as the primary coverages for any and all losses covered by the above described insurance.
- 15.7 The Successful Offeror shall ensure that any company issuing insurance to cover the requirements contained in this Contract agrees that they shall have no recourse against CITY for payment or assessments in any form on any policy of insurance.
- 15.8 The clauses "Other Insurance Provisions" and "Insured Duties in the Event of an Occurrence, Claim or Suit" as it appears in any policy of insurance in which CITY is named as an additional named insured shall not apply to CITY. CITY shall provide written notice of occurrence within fifteen (15) working days of CITY'S actual notice of such an event.
- 15.9 The Successful Offeror shall not commence work under the Contract until after he has obtained all of the minimum insurance herein described.
- 15.10 The Successful Offeror agrees to perform the work under the Contract as an independent contractor, and not as a subcontractor, agent or employee of CITY.
- 15.11 Violation of the terms of Paragraph 15 and its sub-parts shall constitute a breach of the Contract and CITY, at its sole discretion, may cancel the Contract and all rights, title and interest of the Successful Offeror shall thereupon cease and terminate.

16. INDEMNIFICATION

- 16.1 GENERAL INDEMNIFICATION: To the fullest extent permitted by laws and regulations, Successful Offeror shall indemnify, defend, save and hold harmless the CITY, its officers, agents and employees, harmless from any and all claims, damages, losses, liabilities and expenses, direct, indirect or consequential arising out of or in consequential arising out of or alleged to have arisen out of or in consequence of the products, goods or services furnished by or operations of the Successful Offeror or his subcontractors, agents, officers, employees or independent contractors pursuant to or in the performance of the Contract.
- 16.2 The Successful Offeror shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to, reasonable attorney's fees (including appellate attorney's fees) and costs.

16.3 CITY reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Successful Offeror under the indemnification agreement. Nothing contained herein is intended nor shall it be construed to waive CITY's rights and immunities under the common law or Florida Statute 768.28 as amended from time to time.

17. NONDISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYMENT

17.1 During the performance of the Contract, the Successful Offeror shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The Successful Offeror will take affirmative action to ensure that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action must include, but not be limited to, the following: employment, upgrading; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Successful Offeror(s) shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

18. TAXES

18.1 Successful Offeror shall pay all applicable sales, consumer use and other similar taxes required by law.

19. PERMITS, FEES AND NOTICES

19.1 Successful Offeror shall secure and pay for all permits and fees, licenses and charges necessary for the proper execution and completion of the work. The costs of all permits, fees, licenses and charges shall be included in the price Proposal except where expressly noted in the specifications requirement.

20. TERMINATION FOR CAUSE AND DEFAULT

20.1 In the event Successful Offeror shall default in any of the terms, obligations, restrictions or conditions in any of the Proposal documents, CITY shall give written notice by certified mail, return receipt requested to Successful Offeror of the default and that such default shall be corrected or actions taken to correct such default shall be commenced within three (3) calendar days thereof. In the event Successful Offeror has failed to correct the conditions of default or the default is not remedied to the satisfaction and approval of CITY, CITY shall have all legal remedies available

to it, including, but not limited to termination of the Contract in which case Successful Offeror shall be liable for all procurement and reprocurement costs and any and all damages permitted by law arising from the default and breach of the Contract.

21. TERMINATION FOR CONVENIENCE OF CITY

21. Upon seven (7) calendar days written notice delivered by certified mail, return receipt requested, to Successful Offeror, CITY may without cause and without prejudice to any other right or remedy, terminate the agreement for CITY's convenience whenever CITY determines that such termination is in the best interests of CITY. Where the agreement is terminated for the convenience of CITY, the notice of termination to Successful Offeror must state that the Contract is being terminated for the convenience of CITY under the termination clause and the extent of termination. Upon receipt of the notice of termination for convenience, Successful Offeror shall promptly discontinue all work at the time and to the extent indicated on the notice of termination, terminate all outstanding subcontractors and purchase orders to the extent that they relate to the terminated portion of the Contract and refrain from placing further orders and subcontracts except as they may be necessary, and complete any continued portions of the work.

22. AUDIT RIGHTS

22.1 CITY reserves the right to audit the records of Successful Offeror at any time during the performance and term of the Contract and for a period of three (3) years after completion and acceptance by CITY. If required by CITY, Successful Offeror shall agree to submit to an audit by an independent certified public account selected by CITY. Successful Offeror shall allow CITY to inspect, examine and review the records of Successful Offeror at any and all times during normal business hours during the term of the Contract.

23. ASSIGNMENT

23.1 Successful Offeror shall not assign, transfer or subject the Contract or its rights, title or interests or obligations therein without CITY'S prior written approval.

23.2 Violation of the terms of this paragraph shall constitute a breach of the Contract by Successful Offeror and CITY may, at its discretion, cancel the Contract and all rights, title and interest of Successful Offeror shall thereupon cease and terminate.

24. GOVERNING LAWS: This RFP/Agreement shall be governed by and construed in accordance with the laws of the State of Florida without regard to principles of conflicts of laws thereof.

25. VENUE: Any litigation arising out of this RFP/Agreement shall be brought in the Seventeenth Judicial Circuit for Broward County, Florida.

26. COST AND FUEL ADJUSTMENTS

26.1 The cost(s) shall remain firm for the first year of the initial three (3) year contract term. Costs for any extension term shall be subject to adjustment only if increases occur in the industry. Such increases shall not exceed 5% or, whichever is greater, the latest yearly percentage increase in the All Urban Consumers Price Index (CPI-U) as published by the Bureau of Labor Statistics, U.S. Department of Labor. The yearly increase or decrease, in the CPI shall be the latest index published and available ninety (90) days prior to the end of the contract year then in effect compared to the index for the comparable month one year prior. Any requested cost increase shall be fully documented and submitted to the CITY at least ninety (90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective upon the anniversary date of the contract. In the event the CPI or the industry costs decline, the CITY shall receive, from the Contractor, a reduction in costs, in accordance with the terms and conditions for adjustments detailed above.

26.1 If during the contract period, the price of fuel is increased 10% over the price of fuel in effect at the time the contractor submitted his bid, the contractor may request a price increase equal to the overall cost increase he has experienced as a direct result of the fuel cost increase. Any request for price increase must be submitted to the participating CITY in writing with full documentation substantiating the request. This request may be submitted only once during each year of the contract.

**PROPOSAL FORM FOR LOCAL INTRA-CITY BUS TRANSPORTATION
REQUEST FOR PROPOSAL NO. 12-B-014**

**SUBMITTED TO: City of Coral Springs
9551 West Sample Road
Coral Springs, Florida 33065**

1. The undersigned Offeror proposes and agrees, if this Proposal is accepted, to enter into an Agreement with CITY to perform and furnish all work as specified or indicated in the Proposal and Contract Documents for the Contract price and within the Contract time indicated in the Proposal and in accordance with the other terms and conditions of the Proposal and Contract Documents.
2. Offeror accepts and hereby incorporates by reference in this Proposal Form all of the terms and conditions of the Request for Proposal and Instructions to Offerors.
3. The Offeror has become fully informed concerning the local conditions, and nature and extent of work, and has examined all Contract Documents.
4. Offeror has given the Purchasing Agent written notice of all conflicts, errors or discrepancies that it has discovered in the Contract and/or Proposal documents and the written resolution thereof by the Purchasing Agent is acceptable to Offeror.
5. Offeror proposes to furnish all labor, services, and supervision for the work described as follows:

FURNISH BUSES/DRIVERS FOR LOCAL INTRA-CITY BUS TRANSPORTATION

6. Offeror will complete the work for the following price:

Total cost/hour/bus for bus operation: \$ _____ per hour

7. Acknowledgment is hereby made of the following Addenda (identified by number) received since issuance of the Request for Proposal:

Addendum No. _____ Date _____
Addendum No. _____ Date _____
Addendum No. _____ Date _____

8. The following documents are attached to and made as a condition to this Proposal:
- (a) Proposal and Offeror's Certification
 - (b) Certified Resolution
 - (c) Qualifications Statement
 - (d) Non-Collusive Affidavit
 - (e) Offeror's Foreign (Non-Florida) Corporate Statement
 - (f) References
 - (g) Certificate(s) of Insurance if required by the Special Conditions to the Instructions to Offerors.
 - (h) Drug Free Workplace Certification

9. **PLEASE HAVE YOUR INSURANCE REPRESENTATIVE CAREFULLY REVIEW ANY INSURANCE COVERAGES AND CONDITIONS PRIOR TO SUBMITTING YOUR PROPOSAL TO ENSURE COMPLIANCE WITH THE INSURANCE REQUIREMENTS OF THE INSTRUCTIONS TO OFFERORS.**

10. The correct legal name of Offeror is: _____
 Address: _____
 City/State/Zip: _____
 Telephone No.: _____
 Fax No.: _____
 Social Security No. or Federal I.D. No.: _____
 E-Mail Address: _____

11. Communications concerning this Proposal shall be addressed to _____ at the following address:

 Telephone No.: _____
 Fax No.: _____
 Submitted on _____

OFFEROR'S CERTIFICATION

WHEN OFFEROR IS AN INDIVIDUAL

IN WITNESS WHEREOF, the Offeror hereto has executed this Proposal Form this _____ day of _____, 201__.

By: _____
Signature of Individual

Witness

Printed Name of Individual

Witness

Business Address

City/State/Zip

Business Phone Number

State of _____

County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 201__, by _____ (Name), who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

NOTARY PUBLIC

(Name of Notary Public: Print, Stamp, or type as Commissioned)

OFFEROR'S CERTIFICATION

WHEN OFFEROR IS A SOLE PROPRIETORSHIP OR OPERATES UNDER A FICTITIOUS OR TRADE NAME

IN WITNESS WHEREOF, the Offeror hereto has executed this Proposal Form this _____ day of _____, 201_.

Printed Name of Firm

By: _____
Signature of Owner

Witness

Printed Name of Individual

Witness

Business Address

City/State/Zip

Business Phone Number

State of _____
County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 201__, by _____ (Name), who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

NOTARY PUBLIC

(Name of Notary Public: Print, Stamp,
or type as Commissioned)

OFFEROR'S CERTIFICATION

WHEN OFFEROR IS A PARTNERSHIP

IN WITNESS WHEREOF, the Offeror hereto has executed this Proposal Form this
___ day of _____, 201__.

Printed Name of Partnership

By:

Signature of General or Managing Partner

Witness

Printed Name of partner

Witness

Business Address

City/State/Zip

Business Phone Number

State of Registration

State of _____

County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 201__,
by _____ (Name), _____ (Title) of
_____ (Name of Company) who is personally known to me
or who has produced _____ as identification and who did (did not)
take an oath.

WITNESS my hand and official seal.

NOTARY PUBLIC

(Name of Notary Public: Print, Stamp,
or type as Commissioned)

OFFEROR'S CERTIFICATION

WHEN OFFEROR IS A CORPORATION

IN WITNESS WHEREOF, the Offeror hereto has executed this Proposal Form this _____ day of _____, 201__.

Printed Name of Corporation

Printed State of Incorporation

By: _____
Signature of President or other authorized officer

(CORPORATE SEAL)

Printed Name of President or other authorized officer

ATTEST:

Address of Corporation

By _____
Secretary

City/State/Zip

Business Phone Number

State of _____
County of _____

The foregoing instrument was acknowledged before me this ____ day of _____, 201__, by _____ (Name), _____ (Title) of _____ (Company Name) on behalf of the corporation, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

NOTARY PUBLIC

(Name of Notary Public: Print, Stamp, or type as Commissioned)

CERTIFIED RESOLUTION

I, _____ (Name), the duly elected Secretary of _____ (Corporate Title), a corporation organized and existing under the laws of the State of _____, do hereby certify that the following Resolution was unanimously adopted and passed by a quorum of the Board of Directors of the Said corporation at a meeting held in accordance with law and the by-laws of the said corporation.

"IT IS HEREBY RESOLVED THAT _____ (Name)" The duly elected _____ (Title of Officer) of _____ (Corporate Title) be and is hereby authorized to execute and submit a Bid and Bid Bond, if such bond is required, to the City of Coral Springs and such other instruments in writing as may be necessary on behalf of the said corporation; and that the Bid, Bid Bond, and other such instruments signed by him/her shall be binding upon the said corporation as its own acts and deeds. The secretary shall certify the names and signatures of those authorized to act by the foregoing resolution.

The City of Coral Springs shall be fully protected in relying upon such certification of the secretary and shall be indemnified and saved harmless from any and all claims, demands, expenses, loss or damage resulting from or growing out of honoring, the signature of any person so certified or for refusing to honor any signature not so certified.

I further certify that the above resolution is in force and effect and has not been revised, revoked or rescinded.

I further certify that the following are the name, titles and official signatures of those persons authorized to act by the foregoing resolution.

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

Given under my hand and the Seal of the said corporation this _____ day of _____, 201__.

(SEAL)

By: _____
Secretary

Corporate Title

NOTE:

The above is a suggested form of the type of Corporate Resolution desired. Such form need not be followed explicitly, but the Certified Resolution submitted must clearly show to the satisfaction of the City of Coral Springs that the person signing the Bid and Bid Bond for the corporation has been properly empowered by the corporation to do so in its behalf.

NON-COLLUSIVE AFFIDAVIT

State of _____)

)ss.

County of _____)

_____ being first duly sworn, deposes and says that:

- (1) He/she is the _____, (Owner, Partner, Officer, Representative or Agent) of the Bidder that has submitted the attached Bid;
- (2) He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Work for which the attached Bid has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered
in the presence of:

By: _____

(Printed Name)

(Title)

ACKNOWLEDGEMENT

State of _____
County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 201____, by _____, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal

NOTARY PUBLIC

(Name of Notary Public: Print,
Stamp, or Type as Commissioned.)

QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

SUBMITTED TO: City of Coral Springs
 (Purchasing Administrator)

ADDRESS: 9551 West Sample Road
 Coral Springs, Florida 33065

CIRCLE ONE

SUBMITTED BY: _____

Corporation
Partnership
Individual
Other

NAME: _____

ADDRESS: _____

TELEPHONE NO. _____

FAX NO. _____

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

The correct name of the Proposer is: _____

The address of the principal place of business is: _____

2. If Proposer is a corporation, answer the following:

a. Date of Incorporation: _____

b. State of Incorporation: _____

c. President's name: _____

d. Vice President's name: _____

e. Secretary's name: _____

f. Treasurer's name: _____

g. Name and address of Resident Agent:

3. If Proposer is an individual or a partnership, answer the following:

a. Date of organization:_____

b. Name, address and ownership units of all partners:

c. State whether general or limited partnership:_____

4. If Proposer is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

5. If Proposer is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

6. How many years has your organization been in business under its present business name?

a. Under what other former names has your organization operated?

7. Indicate registration, license numbers or certificate numbers for the businesses or professions which are the subject of this Bid. Please attach certificate of competency and/or state registration.

8. Have you personally inspected the site of the proposed work?

(Y) ____ (N) ____

9. Do you have a complete set of documents, including drawings and addenda?

(Y) ____ (N) ____

10. Did you attend the Pre-Proposal Conference if any such conference was held?

(Y) _____ (N) _____

11. Have you ever failed to complete any work awarded to you? If so, state when, where and why?

THE PROPOSER ACKNOWLEDGES AND UNDERSTANDS THAT THE INFORMATION CONTAINED IN RESPONSE TO THIS QUALIFICATIONS STATEMENT SHALL BE RELIED UPON BY OWNER IN AWARDING THE CONTRACT AND SUCH INFORMATION IS WARRANTED BY PROPOSER TO BE TRUE. THE DISCOVERY OF ANY OMISSION OR MISSTATEMENT THAT MATERIALLY AFFECTS THE PROPOSER'S QUALIFICATIONS TO PERFORM UNDER THE CONTRACT SHALL CAUSE THE OWNER TO REJECT THE BID, AND IF AFTER THE AWARD TO CANCEL AND TERMINATE THE AWARD AND/OR CONTRACT.

Signature

State of _____
County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 201_ by _____ of _____, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

NOTARY PUBLIC

(Name of Notary Public: Print, Stamp,
or type as Commissioned)

REFERENCES

In order to receive award consideration on the proposed RFP, it is a requirement that the following "Information Sheet" be completed and returned with your bid. This information may be used in determining the award for this contract.

BIDDER (COMPANY NAME): _____

ADDRESS: _____

TELEPHONE NO: _____ () _____

CONTACT PERSON: _____ TITLE: _____

NUMBER OF YEARS IN BUSINESS: _____ YEARS

ADDRESS OF NEAREST FACILITY: _____

LIST THREE (3) GOVERNMENTAL AGENCIES WHERE THESE SERVICES HAVE BEEN PROVIDED IN THE LAST YEAR:

1. COMPANY NAME: _____
ADDRESS: _____
TELEPHONE NO: _____ () _____
CONTACT PERSON: _____ TITLE: _____
DATE PRODUCTS SOLD: _____

2. COMPANY NAME: _____
ADDRESS: _____
TELEPHONE NO: _____ () _____
CONTACT PERSON: _____ TITLE: _____
DATE PRODUCTS SOLD: _____

3. COMPANY NAME: _____
ADDRESS: _____
TELEPHONE NO: _____ () _____
CONTACT PERSON: _____ TITLE: _____
DATE PRODUCTS SOLD: _____

FOREIGN (NON-FLORIDA) CORPORATIONS MUST COMPLETE THIS FORM

DEPARTMENT OF STATE CORPORATE CHARTER NO. _____

If your corporation is exempt from the requirements of Section 607.1501, Florida Statutes, YOU MUST CHECK BELOW the reason(s) for the exemption. Please contact the Department of State, Division of Corporations at (850) 245-6051 for assistance with corporate registration or exemptions.

607.1501 Authority of foreign corporation to transact business required.

(1) A foreign corporation may not transact business in this state until it obtains a certificate of authority from the Department of State.

(2) The following activities, among others, do not constitute transacting business within the meaning of subsection (1):

- ____ (a) Maintaining, defending, or settling any proceeding.
- ____ (b) Holding meetings of the board of directors or shareholders or carrying on other activities concerning internal corporate affairs.
- ____ (c) Maintaining bank accounts.
- ____ (d) Maintaining officers or agencies for the transfer, exchange, and registration of the corporation's own securities or maintaining trustees or depositories with respect to those securities.
- ____ (e) Selling through independent contractors.
- ____ (f) Soliciting or obtaining orders, whether by mail or through employees, agents, or otherwise, if the orders require acceptance outside this state before they become contracts.
- ____ (g) Creating or acquiring indebtedness, mortgages, and security interests in real or personal property.
- ____ (h) Securing or collecting debts or enforcing mortgages and security interests in property securing the debts.
- ____ (i) Transacting business in interstate commerce.
- ____ (j) Conducting an isolated transaction that is completed within 30 days and that is not one in the course of repeated transactions of a like nature.
- ____ (k) Owning and controlling a subsidiary corporation incorporated in or transacting business within this state or voting the stock of any corporation which it has lawfully acquired.
- ____ (l) Owning a limited partnership interest in a limited partnership that is doing business within this state, unless such limited partner manages or controls the partnership or exercises the powers and duties of a general partner.
- ____ (m) Owning, without more, real or personal property.

(3) The list of activities in subsection (2) is not exhaustive.

(4) This section has no application to the question of whether any foreign corporation is subject to service of process and suit in this state under any law of this state.

Please check one of the following if your firm is NOT a corporation:

- (I) _____ Partnership, Joint Venture, Estate or Trust
- (II) _____ Sole Proprietorship or Self Employed

NOTE: This sheet MUST be enclosed with your bid if you claim an exemption or have checked I or II above. If you do not check I or II above, your firm will be considered a corporation and subject to all requirements listed herein.

BIDDER'S CORRECT LEGAL NAME

SIGNATURE OF AUTHORIZED AGENT OF BIDDER

EXHIBIT B

14-90.009 Bus Safety Inspections.

(1) Each bus transit system shall require that all buses operated by such bus transit system, and all buses operated by a private contract transit provider, be inspected at least annually in accordance with bus inspection procedures set forth in this rule.

(2) It shall be the bus transit system's responsibility to ensure that each individual performing a bus safety inspection is qualified as follows:

(a) Understands the requirements set forth in this rule chapter and can identify defective components.

(b) Is knowledgeable of and has mastered the methods, procedures, tools, and equipment used when performing an inspection.

(c) Has at least one year of training and/or experience as a mechanic or inspector in a vehicle maintenance program, and has sufficient general knowledge of buses owned and operated by the bus transit system to recognize deficiencies or mechanical defects.

(3) Each bus receiving a safety inspection shall be checked for compliance with the requirements for safety devices and equipment, as referenced or specified herein. Specific operable equipment and devices as required by this rule chapter, include the following as applicable to Type I and II buses:

(a) Horn.

(b) Windshield wipers.

(c) Mirrors.

(d) Wiring and batteries.

(e) Service and parking brakes.

(f) Warning devices.

(g) Directional signals.

(h) Hazard warning signals.

(i) Lighting systems and signaling devices.

(j) Handrails and stanchions.

(k) Standee line and warning.

(l) Doors and brake interlock devices.

(m) Stepwells and flooring.

(n) Emergency exits

(o) Tires and wheels.

(p) Suspension system.

(q) Steering system.

(r) Exhaust system.

(s) Seat belts.

(t) Safety equipment.

(u) Equipment for transporting wheelchairs.

(v) Working speedometer.

(4) A safety inspection report shall be prepared by the individual(s) performing the inspection and shall include the following:

(a) Identification of the individual(s) performing the inspection.

(b) Identification of the bus transit system operating the bus.

(c) The date of the inspection.

(d) Identification of the bus inspected.

(e) Identification of the equipment and devices inspected including the identification of equipment and devices found deficient or defective.

(f) Identification of corrective action(s) for any deficient or defective items found and date(s) of completion of corrective action(s).

(5) Records of annual safety inspections and documentation of any required corrective actions shall be retained a minimum of four years by the bus transit system for compliance review.

Rulemaking Authority 334.044(2), 341.041(3), 341.061(2)(a) FS. Law Implemented 341.061(2) FS. History—New 9-7-87, Amended 11-10-92, 8-7-05, 9-16-10.

EXHIBIT "C"

DRUG FREE WORKPLACE CERTIFICATION

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

- (1) Publishing a statement notifying its employees that the unlawful manufacture, distribution, dispense, possession, or use of a controlled substance is prohibited in the workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
- (2) Establishing a continuing drug free awareness program to inform its employees about:
 - i) The dangers of drug abuse in the workplace;
 - ii) The policy of maintaining a drug free workplace;
 - iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (3) Giving all employees engaged in performance of the contract a copy of the statement required by subparagraph (1);
- (4) Notifying all employees, in writing, of the statement required by sub-paragraph (1), that as a condition of employment on a covered contract, the employees shall:
 - a) Abide by the terms of the statement; and
 - b) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than five (5) calendar days after such conviction;
- (4) Notifying Broward County government, in writing, within ten (10) calendar days after receiving notice under subdivision (4)(ii) above, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position/title of the employee;
- (6) Within thirty (30) calendar days after receiving notice under sub-paragraph (4) of a conviction, taking one of the following actions with respect to an employee who is convicted of a drug abuse violation occurring in the workplace.

- i) Taking appropriate personnel action against such employee, up to and including termination, or
- ii) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency; and
- iii) making a good faith effort to maintain a drug-free workplace program through implementation of subparagraphs (1) through (6).

 Authorized Signature and Title

 Print Name and Title

 Drivers License number

 Expiration Date

State of _____)
 County of _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2006, by _____ as _____ (Name of Person whose signature is Notarized.) _____ Title of _____ known to me to be the person described herein. (Name of Company)

NOTARY PUBLIC

 (Signature)

 (Print Name)

My Commission Expires: _____