



CITY OF MARGATE
COMMUNITY SHUTTLE SERVICES
BID NO. 2023-007

BID OPENING DATE: WEDNESDAY, APRIL 12, 2023

BID OPENING TIME: 11:00 A.M.

**ALL PROPOSALS MUST BE RECEIVED BY THE PURCHASING DIVISION
PRIOR TO THE DATE AND TIME SPECIFIED ABOVE**

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1.1 BASIC DEFINITIONS

Whenever used in these Bid Specifications or in an ensuing agreement, the following terms have the meanings indicated which are applicable to both singular and plural:

1.1.1 AGREEMENT – The written agreement between the City and Contractor covering the Work to be performed including other documents that are attached to the Agreement or made a part thereof.

1.1.2 CHANGE ORDER – A document which is signed by Contractor and City and authorizes an addition, deletion or revision in the Work within the general scope of this Agreement, or an adjustment in the Contract Price or the Contract Time, issued on or after the effective date of the Agreement.

1.1.3 CITY – The City Commission of the City of Margate, Florida with whom the Contractor has entered into an Agreement and for whom the Work is to be provided.

1.1.4 CONTRACTOR - A person or company that undertakes a contract to provide materials or labor to perform a service or do a job.

1.1.5 BID DOCUMENTS – The bid documents consist of the General and Special Conditions, Technical (Drawings, Plans and Specifications), Non-Collusion Affidavit, Agreement, Notice of Award, Certificate of Insurance, Bonds and any additional documents which are required to be submitted under the Agreement, and all amendments, modifications and supplements, Change Orders and Work Directive Changes issued on or after the effective date of the Agreement.

1.1.6 DEFECTIVE – An adjective which when modifying the Work refers to the Work that is unsatisfactory, faulty or deficient, or does not conform to the Bid Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Bid Documents, or has been damaged prior to final payment.

1.1.7 DRAWINGS – The drawings which show the character and scope of the Work to be performed and which are referred to in the Bid Documents.

1.1.8 EFFECTIVE DATE OF THE AGREEMENT – The date indicated in the Agreement on which it becomes effective, but if no such date is indicated it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver or upon receipt of a signed purchase order by the Contractor.

1.1.9 ENGINEER - N/A

1.1.10 FIELD ORDER – A written order issued by the City's Representative or City which orders minor changes in the Work but which does not involve a change in the contract price or the contract time.

1.1.11 NOTICE TO PROCEED – A written notice given by the City to Contractor fixing the date on which the contract time will commence to run, and on which Contractor shall start to perform Contractor's obligations under the Bid Documents.

1.1.12 PROJECT – The total construction for which the Contractor is responsible under this Agreement, including all labor, materials, equipment and transportation used or incorporated in such construction or for the completion of the project and delivery.

1.1.13 SPECIFICATIONS - Those portions of the Bid Documents consisting of written descriptions of materials, equipment, construction systems, standards, and Workmanship as applied to the Work and certain administrative details applicable thereto.

1.1.14 SUBCONTRACTOR – An individual, firm, or corporation having a direct contact with Contractor or with any other subcontractor for the performance of a part of the Work.

1.1.15 SUPPLIER – A manufacturer, fabricator, supplier, distributor, materialman or vendor.

1.1.16 WORK – Work is a result of performing services, specifically, including but not limited to construction, labor furnished, soil borings, equipment and materials used or incorporated in the construction of the entire project as required by the Bid Documents.

1.1.17 WORK CHANGE DIRECTIVE – A written directive to Contractor issued on or after the effective date of the Agreement and signed by City and recommended by Engineer or City ordering an addition, deletion, or revision in the Work. A Work Change Directive shall not change the contract price or time, but is evidence that the parties expect that the change directed or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the contract price or time.

1.1.18 WRITTEN AMENDMENT – A written amendment of the Bid Documents, signed by City or Contractor on or after the Effective Date of the Agreement and normally dealing with the non-architectural, or non-technical aspects rather than strictly Work related aspects of the Bid Documents.

NOTICE INVITING BIDS

SUBMITTING PROPOSALS:

Pursuant to this Invitation to Bid ("BID") package and in compliance with Title 2 Code of Federal Regulations (CFR) Part 200, bidding requirements of which are incorporated herein and all other applicable Federal, State and Local regulations, and the rules and regulations of all authorities having jurisdiction over any part of the services provided under this BID, the City is soliciting proposals to obtain the services of a qualified firm(s), to provide but not be limited to all materials, labor, equipment, tools, transportation and permits to supply **COMMUNITY SHUTTLE SERVICES**

This BID is being solicited in accordance with the Procurement Requirements for Federal grants, as provided for in Title 2 Code of Federal Regulations (CFR) Part 200 in order to be eligible for reimbursement under the Public Assistance Program.

Sealed bids will be accepted in the Purchasing Division Office, 5790 Margate Boulevard, Margate, FL 33063 until 11:00 A.M. Wednesday, April 12, 2023 .

All bids received will be publicly opened and read at the close of bidding in the Commission Chambers of City Hall. All bidders or their representatives are invited to be present.

It will be the sole responsibility of the bidders to deliver its proposal to the Purchasing Division on or before the date and time specified. Bids received after the specified date and time will not be considered, and will be returned unopened to the bidder.

NO FAXED OR ELECTRONICALLY TRANSMITTED BIDS WILL BE ACCEPTED. One original copy and one electronic version (on a USB drive) shall be submitted in a sealed envelope and plainly marked on the outside of the envelope; the bidder's name and address followed by "**SEALED BID FOR COMMUNITY SHUTTLE SERVICES BID NO 2023-007**" address where bid is to be delivered or mailed to, and the date and time of the bid opening.

Bids must be submitted on the Bid Proposal Form(s) provided herein. Failure to do so will be cause for bid to be rejected. Proposals having an erasure or correction must be initialed by the bidder in ink. Bids shall be signed in ink; all quotations shall be typewritten or filled in with pen and ink.

The Bidder shall guarantee the total bid price for a period of 90 days from the date of bid opening.

PROJECT ADMINISTRATION: All technical questions relative to the Work shall be directed to:

City of Margate Public Works Department
Attn: Assistant Public Works Director
102 Rock Island Road
Margate, FL 33063
954-972-8126

The City of Margate reserves the right to waive informalities and/or irregularities in any bid and further reserves the right to reject any and all bids and to take any other action that may be deemed necessary in its best interest.

Wylene Sprouse, NIGP-CPP, CPPB
Purchasing Supervisor

GENERAL CONDITIONS

INSTRUCTIONS TO BIDDERS

1. **DEFINED TERMS:** Terms used in these Instructions to Bidders and the Notice Inviting Bids, which are defined in the General Conditions, have the meaning assigned to them in the General Conditions. The term “bidder” means one who submits a bid directly to City, as distinguished from a sub-bidder, who submits a bid to a bidder.
2. **COMPETENCY OF BIDDER:** In selecting the bid which best meets the interests of the City, consideration will be given not only to the financial standing, but also to the general competency of the bidder for the performance of the Work covered by the bid. To this end, each bid shall be supported by a statement of the bidder’s experience as of recent date on the form entitled “**Reference Sheet**” herein. A “NO BID” for the Work will be accepted from a contractor who does not hold a valid contractor’s license in the State and County where the Work is to be performed (if required by State or County) applicable to the type of Work bid upon at the time of opening bids. The firm and all assigned key professional staff are properly licensed to practice in Florida.
3. **DISQUALIFICATION OF BIDDER:** More than one bid from an individual firm, partnership, corporation, or association under the same or different names will not be considered. If the City believes that any bidder is interested in more than one bid for the Work contemplated, all bids in which such bidder is interested will be rejected. If the City has reason to believe that collusion exists among the bidders, all bids will be rejected.
4. **BIDDER’S EXAMINATION OF BID DOCUMENTS AND SITE:**
 - 4.1 It is the responsibility of each bidder before submitting a bid, to:
 - (a) Examine the Bid Documents thoroughly,
 - (b) Visit the site to become familiar with local conditions that may affect cost, progress, or performance of Work,
 - (c) Consider federal, state and local laws and regulations that may affect cost, progress, or performance of Work,
 - (d) Study and carefully correlate the bidder’s observations with the Bid Documents, and,
 - (e) Notify the City or the City’s Representative of all conflicts, errors, or discrepancies in the Bid Documents.
 - 4.2 Information and data reflected in the Bid Documents with respect to underground utilities at or contiguous to the site is based upon information and data furnished to the City or the City’s Representative by the owners of such underground utilities or others, and the City does not assume responsibility for the accuracy or completeness thereof unless it is expressly provided otherwise in the Agreement or Bid Documents.
 - 4.3 Provisions concerning responsibilities for the adequacy of data furnished to prospective bidders on subsurface conditions, underground utilities, and other physical conditions, and possible changes in the Bid Documents due to differing conditions appear in the Agreement.
 - 4.4 Before submitting a bid, each bidder will, at bidder’s own expense, make or obtain any additional examinations, investigations, explorations, tests, and studies and obtain any additional information and data which pertain to the physical conditions (surface, sub-surface, and underground utilities) at or contiguous to the site or otherwise which may affect cost, progress of performance on the Work and which the bidder deems necessary to determine the bid for performing the Work in accordance with the time, price, and other terms and conditions of the Bid Documents.
 - 4.5 On request in advance, the City will provide each bidder access to the site to conduct such explorations and tests as each bidder deems necessary for submission of a bid. Bidder shall fill

all holes and shall clean up and restore the site to its former condition upon completion of such explorations.

4.6 The land upon which the Work is to be performed, rights-of-way and easements for access thereto and other land designated for use by the Contractor in performing the Work are identified in the Bid Documents. All additional land and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by the Contractor. Easements for permanent structures or permanent changes in existing structures are to be obtained and paid for by the City unless otherwise provided in the Bid Documents.

4.7 The submission of a bid will constitute an incontrovertible representation by the bidder that the bidder has complied with every requirement of "Bidders Examination of Bid Documents and Site" contained herein, that without exception the bid is premised upon performing the Work required by the Bid Documents and such means, methods, techniques, sequences or procedures as may be indicated in or required by the Bid Documents, and that the Bid Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

Note: The requirements 4.1 through 4.7 are general bid examination requirements included in all Bid Documents. Only requirements that can be specifically applied to this solicitation shall be in force, at the City's discretion.

- 5. INTERPRETATIONS:** All questions about the meaning or intent of the Bid Documents are to be directed to the City or the City's Representative in writing. Interpretations or clarifications considered necessary in response to such questions will be issued by written Addenda to all parties recorded by the City or the City's Representative as having received the Bid Documents. Questions received less than seven (7) business days prior to the date for opening of bids may not be answered. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. It is the Contractor's responsibility to contact the City prior to the bid opening to determine if any addenda have been issued on the project.
- 6. BID SECURITY, BONDS:** Each bid (if required) shall be accompanied by a certified or cashier's check or approved Bid Bond in the amount stated in the Bid Documents. Said check or bond shall be made payable to the City and shall be given as guarantee that the bidder, if awarded the bid will enter into an Agreement with the City, and shall furnish the necessary insurance certificates, payment and performance Bonds (if required), each of said bonds to be in the amount stated in the Bid Documents or Agreement. In case of refusal or failure by bidder to enter into an Agreement, the check or bid bond shall be forfeited to the City. If the bidder elected to furnish a bid bond as its bid security, the bidder shall use the Bid Bond form bound herein, or one conforming substantially to it in form. The same shall apply to the use of the performance and payment bond forms.
- Pursuant to the requirements of s. 255.05(1)(a), Florida Statutes, it shall be the duty of the Contractor to record the aforesaid payment and performance bonds in the public records of Broward County, with the Contractor to pay all recording costs.
- 7. RETURN OF BID SECURITY:** Within 14 business days after award of the bid or Agreement, the City will return the bid securities accompanying the bids not considered in making the award. All other bid securities will be held until the Agreement has been fully executed. They will then be returned to the respective bidders whose bids they accompany.
- 8. BID FORM:** The bid shall be made on copies of the bidding schedule bound herein.
- 9. SUBMISSION OF BIDS:** Refer to **NOTICE INVITING BIDS**.
- 10. DISCREPANCIES IN BIDS:** In the event there is more than one bid item in a bidding schedule, the bidder shall furnish a price for all bid items in the schedule, and failure to do so will render the

bid non-responsive and may cause its rejection. In the event there are unit price bid items in a bidding schedule and the "amount" indicated for a unit price bid item does not equal the product of the unit price and quantity, the unit price shall govern and the amount will be corrected accordingly, and the Contractor shall be bound by said correction. In the event there is more than one bid item in the bidding schedule and the total indicated for the schedule does not agree with the sum of the prices bid on the individual items, the prices bid on the individual items shall govern and the total for the schedule will be corrected accordingly, and the Contractor shall be bound by said correction.

11. **QUANTITIES OF WORK:** The quantities of Work or materials stated in unit price items of the bid are supplied only to give an indication of the general scope of the Work; the City does not expressly or by implication agree that the actual amount of Work or material will correspond therewith, and reserves the right after award to increase or decrease the amount of any unit price item of the Work by an amount up to and including 25 percent of any bid item, without a change in the unit price, and shall include the right to delete any bid item in its entirety, or to add additional bid items up to and including an aggregate total amount not to exceed 25 percent of the Agreement Price.
12. **WITHDRAWAL OF BID:** The bid may be withdrawn by the bidder by means of a written request, signed by the bidder or its properly authorized representative. Such written request must be delivered to the place stipulated in the **NOTICE INVITING BIDS** for receipt of bids prior to the scheduled closing time for receipt of bids.
13. **MODIFICATIONS AND UNAUTHORIZED ALTERNATIVE BIDS:** Unauthorized conditions, limitations, or provisos attached to the bid will render it informal and may cause its rejection as being non-responsive. The completed bid forms shall be without interlineations, alterations, or erasure in the printed text. Alternative bids will not be considered unless called for. Oral, telegraphic, telephonic, faxed or electronically transmitted bid or modifications will not be considered.
14. **OR EQUAL: (Unless otherwise specified in the Bid Documents)** Manufacturer's name, brand name and model number are used in these specifications for the sole purpose of establishing minimum requirements of level of quality, standards of performance and design required and is in no way intended to prohibit the bidding of other manufacturer's items of equal material. Equal may be bid providing units bid are equal to or exceed the quality, standards of performance, design, etc. to the item specified.

Where equal is bid, proposals must be accompanied with factory information sheets (specifications, brochures, etc.) of unit bid as equal. The City shall be the sole judge of equality and our decision will be final in the City's best interest.

Any equipment delivered under this proposal will be new, the manufacturer's latest model, and carry the standard factory warranty.

15. **AWARD OF BID/AGREEMENT:** Award of a bid/Agreement, if it be awarded, will be made to the bid which is deemed to be in the best interest of the City of Margate as determined in the sole discretion of the City. Unless otherwise specified, any such award will be made within the period stated in the **NOTICE INVITING BIDS** that the bids are to remain open. Unless otherwise indicated, a single award will be made for all the bid items in an individual bidding schedule. In the event the Work is contained in more than one bidding schedule, the City may award schedules individually or in combination. In the case of two (2) bidding schedules which are alternative to each other, only one (1) of such alternative schedule will be awarded. The City reserves the right to accept or reject any or all bids/parts of bids, to waive informalities in any bid, or to take any other action that is deemed to be in the best interest of the City.
16. **EXECUTION OF AGREEMENT:** The bidder to whom award is made shall execute a written agreement on the form of agreement provided, or by accepting City's purchase order and shall secure all insurance, and furnish all certificates and bonds required by the Bid Documents within

ten (10) calendar days after receipt of the agreement forms or purchase order from the City. Failure or refusal to enter into an agreement or accept City's purchase order as herein provided or to conform to any stipulated requirements in connection therewith shall be just cause for annulment of the award and forfeiture of the Bid Security. The Agreement attached as part of this bid document is in substantially executable form. City does not intend to allow or accept modifications to the general format. If the bidder who has been awarded the bid pursuant to Paragraph 15 refuses or fails to execute the agreement, the City may award the Agreement to whichever bidder it determines next best serves its interest. On the failure or refusal of such second or third bidder (who was awarded the Agreement) to execute the Agreement, each such bidder's bid security shall be likewise forfeited to the City.

- 17. SITE INSPECTION:** Bidder is responsible for a site inspection and final determination of all materials, labor, and equipment required in its proposal. Contractor will obtain complete data at the site and inspect surfaces that are to receive his/her Work. Before proceeding with Work, Contractor will be solely responsible for accuracy of measurements and laying out of Work; and will correct errors or defects due to faulty measurements taken, information obtained, layout, or due to failure to report discrepancies.
- 18. GOVERNMENT RESTRICTIONS:** In the event any governmental restrictions may be imposed which would necessitate alteration of the material/quality, Workmanship, or performance of the items/services offered on the bid prior to delivery/performance, it shall be the responsibility of the successful bidders to notify the City at once, indicating in their letter the specific regulation which required an alteration. The City reserves the right to accept any such alteration, including any price adjustment occasioned hereby, or to cancel the Agreement at no further expense to the City.
- 19. PUBLIC ENTITY CRIMES INFORMATION STATEMENT:** Pursuant to the requirements of s. 287.133 (2)(a), Florida Statutes, "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public Work; may not submit bids, proposals, or replies on leases of real property to a 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 s. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."
- 20. DISCRIMINATORY VENDOR LIST:** Pursuant to the requirements of s. 287.134 (2)(a) , Florida Statutes, "An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a 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."
- 21. COPYRIGHTS OR PATENT RIGHTS:** Bidder warrants that there has been no violation of copyrights or patent rights in manufacturing, producing, or selling the goods shipped or ordered, as a result of this bid.
- 22. TAXES:** The City is exempt from all Federal and State taxes. Contractor shall pay all sales, consumer, use and other similar taxes required, to be paid by the Contractor in accordance with the laws and regulations of the State of Florida and its political subdivisions. Contractor is responsible for reviewing the pertinent State Statutes involving such taxes and complying with all requirements.
- 23. STANDARDS OF SAFETY:** The Bidder warrants that the product(s) and services supplied to the City conform in all respects to the standards set forth in the Occupational Safety and Health Act

and its amendments and to any industry standards if applicable. Bid Proposal must be accompanied by Safety Data Sheet(s). (See attachment – Compliance with Occupational Safety and Health Act).

The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to; (1) employees on the Work site and other persons who may be affected thereby; (2) the Work and materials and equipment to be incorporated therein; and (3) other property at or adjacent to the site.

The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and orders of public authorities bearing on the safety of persons and property and their protection from damage, injury, or loss.

Roadways have school crossing areas that are active before 8:30 AM and after 2:00 PM. Contractor shall keep all crosswalk areas clear during periods when school children are present. All sidewalks shall be kept clear of any excess debris and shall not be barricaded or taped off during nights and weekends.

Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work to prevent damage, injury, or loss to all employees on the Work site and other persons and organizations who may be affected thereby; all the Work and materials and equipment to be incorporated therein, whether in storage on or off site; and other property at the site or adjacent thereto.

Contractor shall be liable for damage or loss (other than damage or loss to property insured under the property insurance provided or required by the Bid Documents to be provided by the City) to property at the site caused in whole or in part by the Contractor, a subcontractor of the Contractor or anyone directly or indirectly employed by either of them, or by anyone for whose acts they may be liable.

- 24. NO BID:** Refer to 'STATEMENT OF NO BID' form incorporated into the bid proposal document.
- 25. SILENCE OF SPECIFICATIONS:** The apparent silence of this specification and any supplemental specifications to any details or the omission from same of any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size, and design are to be used. All Workmanship is to be first quality. All interpretations of these specifications shall be made upon the basis of this statement.
- 26. CITY PERMITS:** The Contractor shall be required to obtain all necessary permits from the City Engineering and/or Building Departments. If the schedule of Bid Prices does not include a permit allowance line item, permit fees should be included in your bid proposal. All permit applications shall be made using the City's online permitting system ePermitting-ProjectDox and can be obtained from the City's website at www.margatefl.com under BUILDING DEPARTMENT for City Building permits and under ENVIRONMENTAL AND ENGINEERING SERVICES DEPARTMENT for City Engineering permits. City Building permit fees are NOT waived and the cost should be included in the bid. Non-City permit fees (County and other regulatory agencies) are not waived and shall be included in the bid. City Engineering permits will not have a fee. Any questions regarding the requirements to obtain a permit from the City of Margate Building Department should be directed to (954) 970-3004. All City Engineering permits questions should be directed to DEES Department at (954) 972-0828.
- 27. NOTICE TO PROCEED:** The Contractor shall commence Work within ten (10) calendar days after receipt of Notice to Proceed or Purchase Order from the City unless otherwise stated.
- 28. LIABILITY INSURANCE:** The bidder will assume the full duty, obligation, and expense of obtaining all insurance required. The City shall be **additional insured** under all policies required by this proposal and Contractor shall be required to provide all necessary endorsements to the

City of Margate. The bidder shall be liable for any damages or loss to the City occasioned by negligence of the bidder or its agents or any person the bidder has designated in the completion of its contract as a result of the bid. The successful bidder shall furnish to the Purchasing Division, City of Margate, 5790 Margate Blvd., Margate, Florida 33063 original certificates of insurance which indicate that the insurance coverage has been obtained or otherwise secured in a manner satisfactory to the City in an amount equal to 100% of the requirements provided herein and shall be presented to City prior to issuance of any Agreement(s) or award(s) document(s) which meets the requirements as outlined on sample certificate. Additionally, any subcontractor hired by the Contractor for this project shall provide insurance coverage as stated herein. City shall not be responsible for purchasing and maintaining any insurance to protect the interests of Contractor, subcontractors or others on the Work site. City specifically reserves all statutory and common law rights and immunities and nothing herein is intended to limit or waive same including, but not limited to, the procedural and substantive provisions of Florida Statute 768.28 and Florida Statute 95.11.

- 29. IDENTICAL TIE BIDS:** Refer to the **Drug Free Workplace Program Form** attachment for information on how tie bids will be handled.
- 30. CONFLICT OF INTEREST:** For purposes of determining any possible conflict of interest, all proposers must disclose if any City employee is also an owner, corporate officer, or employee of their business. If such a relationship(s) exist, the Proposer must file a statement with the Supervisor of Elections, pursuant to Florida State Statute 112.313.
- 31. FORCE MAJEURE:** Seller's failure to make, or buyer's failure to take, any delivery or deliveries when due, if caused by Force Majeure as hereinafter defined, shall not constitute a default hereunder nor subject the party so failing to any liability to the other, provided however, the party affected by such Force Majeure shall promptly notify the other of the existence thereof and its expected duration and the estimated effect thereof upon its ability obligations hereunder.

Such party shall promptly notify the other party when such Force Majeure circumstances have ceased to affect its ability to perform its obligations hereunder. The quantity to be delivered hereunder shall be reduced to the extent of the deliveries omitted for such cause or causes, unless both parties agree that the total quantity delivered hereunder remain unchanged. As used herein, the term Force Majeure shall mean and include an ACT OF GOD or the public enemy, accident, explosion, fire, storm, earthquake, flood, drought, perils of the sea, strikes, lockouts, labor troubles, riots, sabotage, embargo, war (whether or not declared and whether or not the United States is a participant) Federal, State, or Municipal Law, regulation, order, license, priority, seizure, requisition, or allocation, failure to delay from transportation, shortage of or inability to obtain supplies, equipment, fuel, labor, or any other circumstances of a similar or different nature beyond the reasonable control of the party so failing.

31.01 COVID-19 PANDEMIC OR OTHER PANDEMICS

- 31.01.1** Contractor acknowledges that at the time of execution of this Agreement, there is an ongoing, worldwide pandemic related to COVID-19. This pandemic has resulted in certain restrictions on commerce and has resulted in certain delays or shortages in labor, production and supply of construction labor, materials and or equipment. Contractor represents that in arriving at its contract price and contract time, Contractor has considered present COVID-19 pandemic related impacts, including but not limited to; labor shortages, reduced productivity, government regulations, government shut downs, labor price increases, material and or equipment shortages, material and or equipment delivery delays, material and or equipment availability and material and or equipment price increases. Contractor further agrees that Contractor shall not be entitled to any additional money or time as a result of the present effects due to the COVID-19 pandemic except as otherwise set forth within this Section 31.01. Notwithstanding the above, Contractor has given City a Schedule of Values for materials when it submitted its response to the RFP and should the costs of the items in the Schedule of Values increase as a direct result of COVID-19 by more than eight

percent (8%) of the amount set forth in the Schedule of Values submitted with the Contractor's response to the RFP then the contract price shall be adjusted to account for the difference in price. Contractor shall be responsible for providing City written proof that the increase in materials is directly due to COVID-19.

- 31.01.2** Contractor shall have in place a COVID-19 mitigation plan to protect employees and to reduce the impact and spread of COVID-19 at the Project. This includes, but is not limited to, performing Work while socially distanced, requiring the wearing of masks while working, regularly sanitizing high touch areas, and providing appropriate sanitizing stations throughout the Project site.
- 31.01.3** Should there be any change in government COVID-19 regulations by any government or agency with jurisdiction over this Project that impose new regulations applicable to the Project that are not in existence at the time of execution of this Agreement, Contractor shall be entitled to additional time, but not additional money, but only to the extent that Contractor can establish that the change in government COVID-19 regulations impacted the critical path of this Project. If such new applicable government COVID-19 regulations cause Contractor to incur actual documented hard expenses that cumulatively total over Ten Thousand Dollars (\$10,000.00) then Contractor shall be reimbursed by the City for such documented hard expenses in excess of Ten Thousand Dollars (\$10,000.00). If the cumulative costs Contractor incurs as a result of these changes in government COVID-19 regulations are less than Ten Thousand Dollars (\$10,000.00) then Contractor shall not be entitled to any additional money. Entitlement to additional time shall not apply if there are concurrent Project delays for which Contractor is responsible.
- 31.01.4** In the event of a complete Project shutdown by any government or agency with jurisdiction over this Project related to COVID-19, Contractor shall, within seventy-two hours of the shutdown, provide the City with a written, detailed proposed plan for the City's written approval, of which employees (if any) shall remain during the shutdown, which shall be removed from the Project, what demobilization costs must be incurred, and what ongoing general requirements costs must be incurred. Said plan shall also identify all costs that can be mitigated during the time of the COVID-19 shutdown. Contractor shall not be compensated for demobilization costs but shall be compensated for documented remobilization costs. Contractor shall be paid for the reduced general requirements costs and the employees that remain during the shutdown in accordance with the agreed upon plan. Contractor shall be entitled to additional time, but not additional money for time impacts, but only to the extent that Contractor can establish that the Project shutdown impacted the critical path of this Project. Entitlement to additional time shall not apply if there are concurrent Project delays for which Contractor is responsible.
- 31.01.5** Should any employees (including but not limited to Contractor and subcontractor and supplier employees) working on the Project test positive for COVID-19, Contractor shall promptly remove those employees and all with whom they had contact, from the site for the required quarantine period. Said employees shall not be permitted back on site until they have had two (2) negative test results or otherwise comply with the then current and applicable CDC recommendations. During this time, Contractor shall endeavor to bring in replacement employees (at no additional costs to the City) to mitigate the impacts to the Project schedule. Should the reduction in labor result in delays to the critical path of the Project schedule, Contractor shall be entitled to additional time, but not additional money, but only to the extent that Contractor can establish that reduction in labor impacted the critical path of this Project. Entitlement to additional time shall not apply if there are concurrent Project delays for which Contractor is responsible.
- 31.01.6** The City and Contractor shall work together at no additional cost to the other, to mitigate all future COVID-19 price impacts and/or delays, including but not limited to

supplementing labor due to labor shortages, reducing labor and/or overhead if applicable to mitigate daily losses, and exploring alternative selections to materials that may not be delayed or subject to price increases. No changes in materials shall be permitted unless approved in writing via a Change Order by the City, properly executed in accordance with the contract documents.

32. WARRANTIES:

Warranty of Title:

The Contractor warrants to the City that it possesses good, clear and marketable title to all equipment and materials provided hereunder and there are no pending liens, claims or encumbrances whatsoever against said equipment and materials.

Warranty of Specifications:

The Contractor warrants that all equipment, materials and Workmanship furnished, whether furnished by the Contractor or its subcontractors and suppliers, will comply with the specifications, drawings and other descriptions supplied or adopted and that all services will be performed in a Workmanlike manner.

Warranty of Merchantability:

Contractor warrants that any and all equipment to be supplied pursuant to the Agreement is merchantable, free from defects, whether patent or latent in material or Workmanship and fit for the ordinary purposes for which it is intended. Offeror shall confer to the City all warranties offered by manufacturers.

Warranty of Material and Workmanship:

Successful Offeror warrants all material and Workmanship for a minimum of one (1) year from date of completion and acceptance by Owner. If within one (1) year after acceptance by Owner, or within such larger period of time as may be prescribed by law, any of the Work is found to be defective or not in accordance with the bid/Agreement documents, successful Offeror shall promptly, after receipt of written notice from Owner to do so, correct the Work unless Owner has previously given successful Offeror a written acceptance of such condition. This obligation shall survive termination of the Agreement.

Warranty of Fitness for a Particular Purpose:

Successful Offeror warrants the equipment shall be fit for, and sufficient for, the purpose(s) intended and outlined within this bid/proposal package. Successful Offeror understands and agrees that Owner is purchasing the equipment in reliance upon the skill of the successful Offeror in furnishing the equipment suitable for the purpose stated.

If the equipment cannot be used in the manner stated in the bid/proposal, then Owner, at its sole discretion, may return the equipment to successful Offeror for a full refund of any and all moneys paid for the equipment.

- 33. CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in the current fiscal period, and continuation of the Agreement into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

- 34. PRESENCE OF ASBESTOS MATERIALS:** If in the course of Work, the Contractor encounters any existing materials which she/he suspects contain asbestos, the Contractor will stop Work in that area immediately and notify the City.

- 35. INTENT:** It is the intent of the Bid Documents to describe a functionally complete project in accordance with the plans and specifications. Any Work, materials, or equipment that may reasonably be inferred from the Bid Documents as being required to produce the intended result will be supplied whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe Work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, laws, or regulations in effect at the time of Agreement award, except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Bid Documents) shall be effective to change the duties and responsibilities of City, Contractor, or any of their consultants, agents or employees from those set forth in the Bid Documents.
- 36. CONFLICT, ERROR OR DISCREPANCY:** If, during the performance of the Work, Contractor finds a conflict, error or discrepancy in the Bid Documents, Contractor shall so report to City or City's Representative in writing at once, and shall obtain a written interpretation or clarification from City or City's Representative before proceeding with the Work affected thereby.
- 37. AMENDING AND SUPPLEMENTING BID DOCUMENTS:** The Bid Documents may be amended, upon approval by the City, to provide for additions, deletions and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways:
1. Change Order,
 2. Formal Written Amendment, or
 3. Work Change Directive.
- 38. REPRESENTATION OF CONTRACTOR:** Execution of the Agreement or acceptance of a purchase order by the Contractor is a representation that Contractor has visited the site and become familiar with the local conditions under which the Work is to be performed.
- 39. BEFORE COMMENCING OPERATIONS:** Before undertaking each part of the Work, Contractor shall carefully study and compare the Bid Documents and check and verify pertinent figures shown thereon. Contractor shall promptly report in writing to City or City's Representative any conflict, error or discrepancy which Contractor may discover and shall obtain a written interpretation or clarification from City or City's Representative before proceeding with any Work affected thereby.
- 40. CONTRACTOR SERVICES AND RESPONSIBILITIES:**
- 40.1** The Contractor shall assist the City or City's Representative in filing documents required to obtain necessary approvals of governmental authorities having jurisdiction over the project.
- 40.2** Materials: Unless otherwise specified herein, Contractor shall furnish, pay for and assume full responsibility for all materials, equipment, transportation, machinery, tools, appliances, water, heat, utilities and all other facilities and services necessary for the furnishing, performance, testing, start-up and proper completion of the Work.
- Contractor warrants that all materials and equipment shall be of good quality and new, unless otherwise provided in the Bid Documents and that the Work will be free from defects whether patent or latent in nature. All materials and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with the instructions of the applicable supplier except as otherwise provided in the Bid Documents.
- 40.3** The Contractor shall be responsible for and shall coordinate all construction means, methods, techniques, sequences, and procedures.

40.4 The Contractor shall keep the City and City's Representative (if applicable) informed of the progress and quality of the Work.

40.5 If requested in writing by the City, the Contractor, with reasonable promptness and in accordance with time limits agreed upon, shall interpret the requirements of the Bid Documents and shall decide, subject to determination by the Architect or Engineer (if applicable), subject to demand for arbitration, claims, disputes and other matters in question relating to performance thereunder by both City and Contractor. Such interpretations and decisions shall be in writing, shall not be presumed to be correct, and shall be given such weight as the arbitrator(s) or the court shall determine.

40.6 The Contractor shall correct Work which does not conform to the Bid Documents.

40.7 Contractor shall comply with and give all notices required by laws, ordinances, rules, regulations and lawful orders of public authorities applicable to the performance of the Work. City shall not be responsible for monitoring Contractor's compliance with any laws and regulations. Contractor shall promptly notify City if the Bid Documents are observed by Contractor to be at variance therewith.

40.8 The Contractor shall pay royalties and license fees. The Contractor shall defend suits or claims for infringement of patent rights and shall hold the City harmless from loss on account thereof, except that the City shall be responsible for such loss when a particular design, process or product of a particular manufacturer is required by the City. However, if the Contractor has reason to believe the use of a required design process or product is an infringement of a patent, the Contractor shall be responsible for such loss unless such information is promptly given to the City.

40.9 The Contractor shall be responsible to the City for acts and omissions of the Contractor's employees and parties in privity of Agreement with the Contractor to perform a portion of the Work, including their agents and employees.

40.10 The Contractor shall keep the premises free from accumulation of waste materials or rubbish caused by the Contractor's operation. At the completion of the Work, the Contractor shall remove from the project site the Contractor's tools, construction equipment, machinery, surplus materials, waste materials, and rubbish.

40.11 The Contractor shall prepare Change Orders for the City or City Representative's approval and execution in accordance with this Agreement and shall have authority to make minor changes in the design and construction consistent with the intent of this Agreement not involving an adjustment in the contract sum or an extension of the contract time. The Contractor shall promptly inform the City or City's Representative in writing, of minor changes in the design and construction.

40.12 The Contractor shall notify the City or City's Representative when the Work or an agreed upon portion thereof is substantially completed by issuing a Certificate of Substantial Completion which shall establish the Date of Substantial Completion; shall state the responsibility of each party for security, maintenance, heat, utilities, damage to the Work and insurance; shall include a list of items to be completed or corrected; and shall fix the time within which the Contractor shall complete items listed therein.

40.13 Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying Contractor's best skill, attention and expertise. Contractor shall be solely responsible for and have control over the means, methods, techniques, sequences and procedures of construction. Contractor shall be responsible to see that the finished Work complies accurately with the Bid Documents.

40.14 Contractor shall be fully responsible to City for all acts and omissions of the Contractor's employees, subcontractors, suppliers and other persons directly or indirectly employed by his/her subcontractors, suppliers and of persons for whose acts any of them may be liable and any other persons and organizations performing or furnishing of the Work under a direct or indirect contract

with Contractor. Nothing in the Bid Documents shall create any Contractual relationship between City and any such subcontractor, supplier or other person or organization, nor shall it create any obligation on the part of City to pay or to see to the payment of any moneys due any such subcontractor, supplier or other person or organization except as may otherwise be required by laws and regulations.

All Work performed for Contractor by a subcontractor will be pursuant to an appropriate agreement between Contractor and the subcontractor which specifically binds the subcontractor to the applicable terms and conditions of the Bid Documents for the benefit of City.

40.15 Contractor shall obtain and pay for all permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary.

40.16 Within seven (7) calendar days after execution of the Agreement and in any event prior to the commencement of any Work hereunder, Contractor shall furnish, in writing to City, the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. City shall advise Contractor, in writing, of any proposed person or entity to which City has a reasonable objection. Failure of City to reply promptly shall constitute notice of no reasonable objection. Contractor shall not contract with a proposed person or entity to whom City has made a reasonable and timely objection. If City has reasonable objection to a person or entity proposed by Contractor, Contractor shall propose another to whom City has no reasonable objection. Contractor shall not change a subcontractor, person or entity previously selected if City makes reasonable objection to such change.

40.17 Contractor shall be fully responsible to City for all acts and omissions of the Contractor's employees, subcontractors, suppliers and other persons directly or indirectly employed by his/her subcontractors, suppliers and of persons for whose acts any of them may be liable and any other persons and organizations performing or furnishing of the Work under a direct or indirect contract with Contractor. Nothing in the contract documents shall create any contractual relationship between City and any such subcontractor, supplier or other person or organization, nor shall it create any obligation on the part of City to pay or to see to the payment of any moneys due any such subcontractor, supplier or other person or organization except as may otherwise be required by laws and regulations.

40.18 All Work performed for Contractor by a subcontractor will be pursuant to an appropriate agreement between Contractor and the subcontractor which specifically binds the subcontractor to the applicable terms and conditions of the contract documents for the benefit of City.

- 41. RISK OF LOSS; TITLE:** The risk of loss, injury, or destruction shall be on Contractor until acceptance of the Work by City. Title to the Work shall pass to City upon acceptance of the Work by City.
- 42. USE OF PREMISES:** Contractor shall confine equipment, the storage of materials and equipment and the operations of Workers to the project site and areas identified in and permitted by the Bid Documents and shall not unreasonably encumber the premises with equipment or other materials. Contractor shall assume full responsibility for any damage to any such land or area, or to the City or occupant thereof or of any land or areas contiguous thereto, resulting from the performance of the Work. Should any claim be made against City by any such occupant because of the performance of the Work, Contractor shall promptly attempt to settle with such other party by agreement or otherwise resolve the claim. The general indemnification provided elsewhere in this document specifically applies to claims arising out of Contractor's use of the premises.

During the progress of the Work, Contractor shall keep the premises free from accumulation of waste materials, rubbish, and other debris resulting from the Work. At the completion of the Work, Contractor shall remove all waste materials, rubbish and debris from and about the premises, as well as all tools, appliances, equipment and machinery, and surplus materials, and shall leave the

site clean and ready for occupancy by City. Contractor shall restore to original condition all property not designated for alteration by the Bid Documents.

Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

- 43. ACCESS TO WORK:** Contractor shall provide City, City's consultants, representatives and personnel, independent testing laboratories and governmental agencies with jurisdictional interests with access to the Work at reasonable times for their observation, inspection and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's site safety procedures and programs so that they may comply therewith.
- 44. INDEMNIFICATION:** Contractor agrees to indemnify, defend, save, and hold harmless the City of Margate, its officers and employees, from or on account of all damages, losses, liabilities, including but not limited to reasonable attorneys' fees, and costs to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of this Agreement.
- 45. SURVIVAL OF OBLIGATIONS:** All representations, indemnifications, warranties and guarantees made in, required by, or given in accordance with this Agreement, as well as all continuing obligations indicated in the Bid Documents, shall survive final payment, completion and acceptance of the Work and termination or completion of the Agreement.
- 46. CORRECTION AND REMOVAL OF DEFECTIVE WORK:** If required by City or City's Representative, Contractor shall promptly, as directed, either correct all defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by City or City's Representative, remove it from the site and replace it with non-defective Work. Contractor shall bear all direct, indirect and consequential costs of such correction or removal (including but not limited to fees and charges of architects, attorneys and other professionals) made necessary thereby.
- 47. PAYMENT TO CONTRACTOR:** Providing all Work has been completed and accepted by the City within thirty (30) days of the City's receipt of a properly submitted and correct Application for Payment or Final Invoice, the City shall make payment to the Contractor.

The Contractor warrants that: (1) title to Work, materials and equipment covered by an Application for Payment or Final Invoice will pass to the City either by incorporation in construction or upon receipt of payment by the Contractor, whichever occurs first; (2) Work, materials and equipment are free and clear of liens, claims, security interests or encumbrances, hereinafter referred to as "liens"; and (3) no Work, materials or equipment will have been acquired by the Contractor, or any other person performing Work at the site or furnishing materials or equipment for the project, subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other person.

- 48. PAYMENT TO SUBCONTRACTORS:** The City shall have no obligation to pay or to be responsible in any way for payment to a subcontractor of the Contractor except as may otherwise be required by law.
- 49. CITY'S RIGHT TO WITHHOLD PAYMENT:** The City may withhold in whole or in part, final payment or any progress payment to such extent as may be necessary to protect itself from loss on account of: defective Work not remedied, claims filed or reasonable evidence indicating the probable filing of claims by other parties against the Contractor, failure of the Contractor to make payments to subcontractors or suppliers for materials or labor, damage to another contractor not remedied, liability for liquidated damages has been incurred by the Contractor, reasonable evidence that the Work cannot be completed for the unpaid balance of the contract sum, reasonable evidence that the Work will not be completed within the contract time or failure to carry out the Work in accordance with the Bid Documents.

When the above conditions are removed or resolved or the Contractor provides a surety bond or a consent of surety satisfactory to the City which will protect the City in the amount withheld, payment may be made in whole or in part.

All invoices or requests for payments must indicate the Project Name and Project Number or the Purchase Order Number.

50. HURRICANE PRECAUTIONS: During such periods of times that are designated by the United States Weather Bureau as a hurricane warning or alert; all construction materials or equipment will be secured against displacement by wind forces; provided that where a full complement of personnel is employed or otherwise in attendance, or engaged for such purposes, formal construction procedures or use of materials or equipment may continue allowing such reasonable time as may be necessary to secure such materials or equipment before winds of hurricane force are anticipated. Construction materials and equipment will be secured by guying and shoring, or removing or tying down loose materials, equipment and construction sheds.

51. CHANGES IN THE WORK:

51.1 City, without invalidating an Agreement, may order additions, deletions, or revisions to the Work. Such additions, deletions or revisions shall be authorized by a Written Amendment, Change Order or Work Directive Change.

51.2 All Change Orders which, individually or when cumulatively added to amounts authorized pursuant to prior change orders for this project, increase the cost of the Work to City or which extend the time for completion, must be formally authorized and approved by the City's Commission prior to their issuance and before Work may begin.

Notwithstanding the above paragraph, Change Orders which individually or when cumulatively added to amounts authorized, pursuant to prior Change Orders for this project, increase the cost of the Work to the City not in excess of ten percent (10%) or \$50,000 (whichever is less) may be approved by signed approval of the City Manager of the City of Margate.

No claim against City for extra Work in furtherance of such change order shall be allowed unless prior approval has been obtained.

51.3 Any claim for adjustment in the contract price or time shall be based upon written notice delivered by the party making the claim to the other parties and to City or City's Representative not later than three (3) calendar days after the occurrence or event giving rise to the claims and stating the general nature of the claim. No claim for an adjustment in the contract price or an extension of the contract time will be valid if not submitted in accordance with this paragraph.

52. CONCEALED CONDITIONS: By execution of this agreement, Contractor has satisfied itself as to all conditions necessary to fulfill this Agreement. No contract adjustments shall be allowed for concealed conditions nor different site conditions than anticipated.

53. CORRECTION PERIOD:

53.1 Contractor warrants all material and Workmanship for a minimum of one (1) year from date of acceptance by the City. If within one (1) year after the date of final completion or such longer period of time as may be prescribed by laws or regulations or by the terms of any applicable special guarantee required by the Bid Documents, any Work is found to be defective, whether observed before or after acceptance by City, Contractor shall promptly, without cost to City and in accordance with City's written instructions, either correct such defective Work, or, if it has been rejected by City, remove it from the site and replace it with Work that is not defective and satisfactorily correct, remove, and replace any damage to other Work or the Work of others resulting therefrom. If Contractor does not promptly comply with the terms of such instructions, or in an emergency where

delay would cause serious risk of loss or damage, City may have the defective Workmanship corrected or the rejected Work removed and replaced, and all direct, indirect and consequential costs of such removal and replacement (including but not limited to fees and charges of architects, engineers, attorneys and other professionals) will be paid by Contractor.

53.2 Where defective Work (and damage to other Work resulting therefrom) has been corrected, removed or replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one (1) year after such correction or removal and replacement has been satisfactorily completed.

54. WORK BY CITY OR CITY'S CONTRACTORS:

54.1 The City reserves the right to perform Work related to, but not part of, the Project and to award separate Agreements in connection with other Work at the site. If the Contractor claims that delay or additional cost is involved because of such action by the City, the Contractor shall make such claims to the City or City's Representative in writing.

54.2 The Contractor shall afford the City's separate contractors reasonable opportunity for introduction and storage of their materials and equipment for execution of their Work. The Contractor shall incorporate and coordinate the Contractor's Work with the Work of the City's separate contractors as required by the Bid Documents.

54.3 Costs caused by defective or ill-timed Work shall be borne by the party responsible.

55. CLAIMS FOR DAMAGES: Should either party to the Agreement suffer injury or damage to person or property because of an act or omission of the other party, the other party's employees or agents, or another for whose acts the other party is legally liable; claim shall be made in writing to the other party within a reasonable time after such injury or damage is or should have been first observed.

56. SUCCESSORS AND ASSIGNS: This Agreement shall be binding on successors, assigns, and legal representatives of and persons in privity of contract with the City or Contractor. Neither party shall assign, sublet or transfer an interest in this Agreement without the written consent of the other.

57. TERMINATION FOR CONVENIENCE OF CITY: Upon thirty (30) days written notice to Contractor, 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 Contractor must state that the Agreement is being terminated for the convenience of City under the termination clause, the effective date of the termination, and the extent of termination. Upon receipt of the notice of termination for convenience, Contractor 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 Agreement, and refrain from placing further orders and subcontracts. Contractor shall not be paid on account of loss of anticipated profits/revenues or other economic loss arising out of or resulting from such termination.

58. COST BREAKDOWN REQUIRED IN THE EVENT OF CHANGE ORDER: Whenever the cost of any Work is to be determined, Contractor will submit in form acceptable to City or City's Representative, an itemized cost breakdown together with supporting data. Whenever a change in the Work is to be based upon mutual acceptance of a lump sum, whether the amount is an addition, credit, or no-change-in-cost, the Contractor shall submit an estimate substantiated by a complete itemized breakdown.

59. COMPUTATION OF TIME: When any period of time is referred to in the Bid Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the

applicable jurisdiction, such day will be omitted from the computation. A calendar day of twenty four (24) hours measured from midnight to the next midnight shall constitute a day.

60. CONTRACTOR INDEPENDENT: Contractor and its employees, volunteers and agents shall be and remain an independent contractor and not agents or employees of City with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association, or any other kind of joint undertaking or venture between the parties hereto.

61. RIGHT TO AUDIT: City reserves the right to audit the records of Contractor relating in any way to the Work to be performed pursuant to this Agreement at any time during the performance and term of the Agreement and for a period of three (3) years after completion and acceptance by City. If required by City, Contractor agrees to submit to an audit by an independent certified public accountant selected by City.

Contractor shall allow City to inspect, examine, and review the records of Contractor, at any and all times during normal business hours during the term of the Agreement.

62. VENUE AND GOVERNING LAW: This Agreement shall have been deemed to have been executed within the State of Florida. The validity, construction, and effect of this Agreement shall be governed by the laws of the State of Florida. Any claim, objection or dispute arising out of this Agreement shall be litigated only in the courts of the Seventeenth Judicial Circuit in and for Broward County, Florida.

63. VALIDITY OF AGREEMENT: Should any part, term or provision of this Agreement be by the courts decided to be invalid, illegal, or in conflict with any law of the State, the validity of the remaining portion or provision shall not be affected thereby.

64. WAIVER OF JURY TRIAL: THE PARTIES TO THIS AGREEMENT HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY ACTION, PROCEEDING, LAWSUIT OR COUNTERCLAIM BASED UPON THE AGREEMENT, ARISING OUT OF, UNDER, OR IN CONNECTION WITH THE MATTERS TO BE ACCOMPLISHED IN THIS AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR THE ACTIONS OR INACTIONS OF ANY PARTY.

65. OTHER GOVERNMENTAL AGENCIES: If Contractor is awarded an Agreement as a result of this bid proposal, Contractor will, if it has sufficient capacity or quantity available, provide to other governmental agencies, so requesting, the product or services awarded in accordance with the terms and conditions of the bid proposal and resulting Agreement. Prices shall be FOB Delivered to the requesting agency.

66. DISPUTES: NOTWITHSTANDING ANY OTHER PROVISIONS PROVIDED IN THIS AGREEMENT, ANY DISPUTE ARISING UNDER THIS AGREEMENT WHICH IS NOT DISPOSED OF BY AGREEMENT, SHALL BE DECIDED BY THE CITY MANAGER, WHO SHALL REDUCE HIS/HER DECISION IN WRITING AND FURNISH A COPY THEREOF TO THE CONTRACTOR. THE DECISION OF THE CITY MANAGER AND THOSE PERSONS TO WHOM HE DELEGATES AUTHORITY TO DECIDE DISPUTES, SHALL BE FINAL AND CONCLUSIVE UNLESS DETERMINED BY A COURT OF COMPETENT JURISDICTION TO BE FRAUDULENT, CAPRICIOUS, ARBITRARILY, OR GROSSLY ERRONEOUS AS TO NECESSARILY IMPLY BAD FAITH, OR NOT SUPPORTED BY SUBSTANTIAL EVIDENCE.

67. SAMPLES: Samples of items when requested must be supplied by the bidder free of charge to the City. Each sample must be marked with the bidder's name, manufacturer's brand name and delivered by the bidder within seven (7) calendar days of the request. The City will not be responsible for the return of samples.

- 68. TRAINING:** The successful bidder will be required (if requested) to conduct a training course on product bid for selected personnel at no extra cost to the City.
- 69. DELIVERY:** All items delivered shall be F.O.B. Destination to a specific City of Margate address and all delivery costs and charges must be included in the bid price.

All exceptions must be noted. Prior to the delivery of goods or performance of services on City property, the City must be notified. Contractor's personnel and vehicles must be clearly identified with the business name and/or logo, also any applicable license numbers, according to State, County, and City ordinances. In addition, Contractor's employees shall be uniformly dressed, i.e., t-shirt with name and/or logo, caps, etc.

- 70. MATERIAL ACCEPTANCE:** The materials received under this proposal will remain the property of the bidder until accepted to the satisfaction of the City of Margate. In the event the materials supplied to the City are found to be defective or do not conform to specifications, the City reserves the right to return the product to the bidder at the bidder's expense.
- 71. EMERGENCY RESPONSE LOCATIONS:** When delivering to emergency response locations (Fire Stations, Police, Utilities, etc.) where utilities, fire, police, and emergency repair vehicles are being dispatched, the successful bidder shall take all steps to ensure that free egress and ingress of emergency vehicles are allowed. No delivery trucks shall be left unattended. In the event that a vehicle is to be left unattended, City personnel must be notified and the driver must state where they will be at all times.
- 72. ASSIGNMENT:** The bidder shall not transfer or assign the performance required by this bid without the prior written consent of the City of Margate. Any awards issued pursuant to this bid invitation and monies which may become due hereunder are not assignable except with prior written approval of the City.
- 73. NON-COLLUSIVE STATEMENT:** By submitting this proposal, the Contractor affirms that this bid is without previous understanding, agreement, or connection with any person, business, or corporation submitting a proposal for the same materials, supplies, service, or equipment, and that this proposal is in all respects fair, and without collusion or fraud. (Refer to "Non-Collusive Affidavit" form attached.)
- 74. AGREEMENT RENEWAL:** The City of Margate hereby bids for a three (3) year Agreement for services or supplies (unless otherwise indicated in the bid specifications), and the Agreement shall have the option to renew for two (2) additional one (1) year extensions, providing both parties agree, providing all terms and conditions and specifications remain the same; providing for availability of funding.
- 75. SPECIAL CONDITIONS:** Any and all Special Conditions that may vary from the General Conditions shall have precedence.
- 76. WORKING HOURS AND INSPECTIONS:** The City of Margate's Working hours are Monday through Friday 8 AM – 6 PM. Contractor must plan for, and schedule, inspections within the City's Working hours.

Contractor can perform Work Monday – Saturday from Dawn to Dusk. Work on Sunday is not permitted unless a special request is made to the City 48 hours in advance. All requests must be approved by the City Manager.

- 77. NO WAIVER:** No waiver of any provision, covenant, or condition within this agreement or of the breach of any provision, covenant, or condition within this agreement shall be taken to constitute a waiver of any subsequent breach of such provision, covenant, or condition.
- 78. WAIVER:** No waiver by either Party hereto of a breach of an obligation owed hereunder by the other shall be construed as a waiver of any other breach, whether of the same or of a different

nature. No delay or failure on either Party's part to enforce any right or claim, which it may have hereunder, shall constitute a waiver on the respective Party's part of such right or claim. All rights and remedies arising under this Agreement as amended and modified from time to time are cumulative and not exclusive of any rights or remedies which may be available at law or otherwise.

79. ENTIRE AGREEMENT: This Agreement contains the entire agreement and understanding between the Parties with respect to the subject matter hereof, including all contract documents, and there are no other promises; representations, or warranties affecting it.

80. CONTRACTOR DELIVERABLES: IF APPLICABLE

80.1 Engineering Permit – three (3) sets of hard copies plus one (1) PDF copy.

80.2 Engineer's cost estimate or copy of contract

80.3 Building Permit – three (3) sets

80.4 Shop drawings – three (3) sets

80.5 Record Drawings (as built) – two (2) sets of hard copies (one full and one half size) plus one (1) PDF copy

80.6 Record Drawings (as built) – 1 AutoCAD (2010 version, geo referenced)

80.7 Operation and Maintenance Manuals – three hard copies plus one (1) PDF copy.

81. NOTICE TO OWNER/NOTICE OF CONTRACTOR FORMS: All "Notice to Owner/Notice of Contractor" forms, for this bid, must be submitted to the following address:

City of Margate Public Works Department
Attn: Assistant Public Works Director
102 Rock Island Road
Margate, FL 33063
954-972-8126

82. REGULATIONS: All applicable laws and regulations of the Federal Government, State of Florida, Broward County, and Ordinances of the City of Margate will apply to any resulting award of Agreement.

83. PUBLIC RECORDS: The Contractor shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and specifically agrees to:

- a. Keep and maintain public records required by the City of Margate to perform the service.
- b. Upon request from the City of Margate's custodian of public records, provide the City of Margate with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- c. 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 Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the City of Margate.
- d. Upon completion of the Agreement, transfer, at no cost, to the City of Margate all public records in possession of the Contractor or keep and maintain public records required by the City of Margate to perform the service. If the Contractor transfers all public records to the City of Margate upon completion of the Agreement, 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 Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically

must be provided to the City of Margate, upon request from the City of Margate's custodian of public records, in a format that is compatible with the information technology systems of the City of Margate.

e. 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 AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Telephone number: (954) 972-6454

E-mail address: recordsmanagement@margatefl.com

Mailing address:

**5790 Margate Boulevard
Margate, FL 33063**

84. SCRUTINIZED COMPANIES: In accordance with s. 287.135, Florida Statutes, as amended, a company is ineligible to, and may not bid on, submit a proposal for, or enter into or renew a Agreement with an agency or local governmental entity for goods or services if:

- a. Any amount of, at the time of bidding on, submitting a proposal for, or entering into or renewing such Agreement, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or
- b. One million dollars or more, if, at the time of bidding on, submitting a proposal for, or entering into or renewing such Agreement, the company:
 - i. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, Florida Statutes; or
 - ii. Is engaged in business operations in Cuba and Syria.
- c. By submitting a bid, proposal or response, the company, principals or owners certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations in Syria.
- d. The City shall reserve the right to terminate any Agreement resulting from this solicitation if the awarded Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

85. NO WAIVER OF SOVEREIGN IMMUNITY: Nothing contained herein is intended to service as a waiver of sovereign immunity by the City or as a waiver of limits of liability of rights existing under Section 768.28, Florida Statutes.

86. E-VERIFY

1) Definitions:

"Contractor" means a person or entity that has entered or is attempting to enter into a Agreement with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration.

"Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

- 2) Effective January 1, 2021, public and private employers, contractors and subcontractors will begin required registration with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:
- a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the Agreement; and
 - b) All persons (including subvendors/subconsultants/subcontractors) assigned by Vendor/Consultant/Contractor to perform work pursuant to the Agreement with the Department. The Vendor/Consultant/Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the Agreement is a condition of the Agreement with the City of Margate; and
 - c) *By entering into this Agreement, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the Agreement. Failure to comply will lead to termination of this Agreement, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public Agreement for a period of 1 year after the date of termination and shall be liable for any additional costs incurred by the City as a result of the termination.*

87. RATES CLAUSE: Rates shall remain firm and fixed for the initial Agreement term. Rates for any extension term are subject to negotiation between the parties and any changes require City Manager or City Commission approval. In the event the Contractor wishes to adjust the rates for the extension term, Contractor shall notify the City in writing ninety (90) days prior to the Agreement anniversary date, and include in the notice the requested adjustments including full documentation of the requested changes. If no notice is received by that date, it will be assumed by the City that no adjustment is requested by the Contractor and that the rates will remain the same for the extension term. If the City requests an adjustment, it will notify the Contractor under the same terms and schedule. Within thirty (30) days of notice, the parties shall meet to resolve any differences and agree on rates for the extension term (by an amount that is equal to the percentage change in the Consumer Price Index (CPI), as published by the U.S. Department of Labor, Bureau of Labor Statistics, or its successor agency for all urban consumers in the Miami-Fort Lauderdale area, during the most recent twelve consecutive month period from June of the previous year.). In the event that the rates can not be resolved to the City's satisfaction, the City Manager or designee reserves the right to terminate the Agreement at the end of the initial Agreement term.

88. MINORITY / WOMEN'S / LABOR SURPLUS FIRMS PARTICIPATION: The City of Margate, in accordance with the requirements as stated in Title 2 CFR 200.321 encourages the active participation of minority businesses, women's business enterprises, and labor surplus area firms as a part of any subsequent agreement whenever possible. The prime contractor must take affirmative steps and if subcontracts are to be let, through a prime contractor, that subcontractor is required to also take the affirmative steps listed in items (1) through (5) below.

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirements permit, which encourage participation by small and minority businesses, and women's business enterprises; and
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- (6) Contractor shall sign the Statement of Compliance - Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.

89. DISCRIMINATORY VENDOR AND SUSPENSION AND DEBARMENT LISTS: An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

Federal regulations restrict City from contracting with parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. Accordingly, a contract or subcontract must not be made with any parties listed on the System for Award Management ("SAM") Exclusions list. SAM Exclusions is the list maintained by the General Services Administration that contains the name of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under certain statutory or regulatory authority.

- (1) This Agreement is a covered transaction for purposes of Title 2 Code of Federal Regulations (CFR) pt. 180 and 2 CFR pt. 3000. As such Contractor is required to verify that none of Contractor, its principals (defined at 2 CFR § 180.995), or its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935).
- (2) Contractor must comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C during the term of this Agreement and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) Contractor must verify its status and the status of its principals, affiliates, and subcontractors at www.SAM.gov. This certification is a material representation of fact relied upon by the City of Margate. If it is later determined that the Contractor failed to comply, in addition to remedies available to the City of Margate, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

90. EQUAL EMPLOYMENT OPPORTUNITY: During the performance of work under any resulting Agreement from this solicitation, the Proposer agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall 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 Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965 as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965 as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965 as amended, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965 as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965 as amended, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965 as amended, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

- 91. DHS SEAL, LOGO AND FLAGS:** Contractor shall not use the U.S. Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
- 92. NO OBLIGATION BY FEDERAL GOVERNMENT:** The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the City, Contractor, or any other party pertaining to any matter resulting from the Agreement.
- 93. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS:** Contractor acknowledges that 31 United States Code Chap. 38 (Administrative Remedies for False Claims and Statements) applies to Contractor's actions pertaining to this Agreement.
- 94. COPELAND ANTI-KICKBACK ACT (PRIME CONSTRUCTION CONTRACTS IN EXCESS OF \$2,000):**
 - (1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 CFR pt. 3 as may be applicable, which are incorporated by reference into this Agreement.
 - (2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
 - (3) Breach. A breach of the contract clauses above may be grounds for termination of the Agreement, and for debarment as a contractor and subcontractor as provided in 29 CFR § 5.12."
- 95. AGREEMENT WORK HOURS AND SAFETY STANDARDS ACT:** As per 29 C.F.R. § 5.5(b), "*Overtime Requirements*. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek."

- 96. CLEAN AIR ACT:** The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- 97. SPECIAL ACCOMMODATIONS:** Any person with a qualified disability requiring special accommodations at a pre-proposal conference, public meeting, oral presentation and/or opening shall contact the ADA Accessibility Coordinator at (954) 935-5271 at least five (5) business days prior to the event. If you are hearing or speech impaired, please contact this office by using the Florida Relay Services which can be reached at 1 (800) 877-8339 (TTY/Voice communication).
- 98. PROPOSAL OPENING:** All proposal openings are open to the public. Technical Proposals will be opened by the Department at the date, time and location in the Notice Inviting Bids.
- 99. UNAUTHORIZED ALIENS:** The employment of unauthorized aliens by any contractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the Agreement.
- 100. MULTIPLE PROPOSALS:** Proposals may be rejected if more than one proposal is received from a Proposer. Such duplicate interest may cause the rejection of all proposals in which such Proposer has participated. Subcontractors may appear in more than one proposal.
- 101. EXPENSES:** All expenses for making the proposal to the City are borne by the Proposer.

SPECIAL CONDITIONS

SCOPE OF SERVICES RFP NO. 2023-007 – COMMUNITY SHUTTLE SERVICE

The purpose of this solicitation is to acquire a qualified vendor with requisite experience to provide operations and maintenance of transit services for the City of Margate (City) as stated herein and in accordance and strict compliance with the Interlocal Agreement (ILA) between Broward County (County) and the City, which is attached hereto as **Exhibit B**. In addition, the Contractor shall comply with applicable federal, state, county and local laws and regulations, including but not limited to County Ordinance 92-8 pertaining to the maintenance of a Drug Free Workplace Program, Federal Transit Administration (FTA) regulations, the Americans with Disabilities Act (ADA) of 1990, as amended, 42 U.S.C. (Sections 12101 etc. and subsequent), prohibits discrimination against qualified individuals with disabilities in all programs, activities and services of public entities, as well as imposes specific requirements on public and private providers of transportation, and Department of Transportation (DOT) Public Transportation Regulations implementing Section 504 and ADA, "Nondiscrimination of the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 CFR Part 27, Part 37, Architectural and Transportation Barriers Compliance Board and DOT regulations, Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles." 36 CFR Part 1192 and 49 CFR Part 38, all as currently enacted or as may be amended from time to time.

The City currently oversees four (4) free shuttle routes under Broward County Transit's (BCT) Community Shuttle Service. The routes are meant to improve mobility and connectivity within the City and adjoining Cities, covering areas that larger buses are unable to serve. The services are provided on the days, locations, and schedules set forth in the attached **Exhibit A – Service Schedules, Routes, and Maps**.

The Contractor shall solely be responsible for providing and paying materials, tools, equipment, labor and professional and non-professional services and shall perform all other acts and supply all other goods and services necessary to fully and properly perform and complete the service as stated herein.

CONTRACTOR agrees to provide all services necessary to provide for the day- to-day management, operation, and maintenance of the public transportation services for the "Margate Inner-City Transit Routes" according to any current or future agreements between County and CITY. CONTRACTOR shall comply with every term, condition, duty and obligation set forth in a AGREEMENT.

CONTRACTOR shall provide public transportation services (services) at the locations and according to schedules contained in **Exhibit A**, a copy of which is attached hereto and incorporated herein by reference. CONTRACTOR shall provide 7,380 annual hours of such services. With proper notification, CITY may add or reduce services during the term of a AGREEMENT and any subsequent extension.

Established service shall be on fixed routes with designated intermediate stops. The hours of operation shall be initially fixed by the CITY and may be changed from time to time at the absolute discretion of the CITY. Service shall be provided in accordance with the established routes provided by the CITY.

The CITY service shall connect with regular County shuttle routes, as set forth in **Exhibit A**. CONTRACTOR shall complete one hundred (100) percent of all scheduled trips on a daily basis, subject only to delays attributable to vehicular accidents, mechanical breakdowns or force majeure. The minimum hours of operation shall be reduced by nine (9) hours during any week in which a legal holiday is recognized on a weekday, or as designated by the CITY.

City may approve changes to routes including changes that result in an increase or decrease in service or service hours by no more than thirty percent (30%) of the total Agreement amount.

It shall be the responsibility of the CITY to obtain any necessary permission to access or encroach upon any private property for uses as an origin and/or destination associated with the AGREEMENT.

CONTRACTOR shall comply with all applicable requirements of the Americans with Disabilities Act ("ADA") at all times while the vehicles provided herein are being utilized for public transportation and while utilizing any and all routes approved herein. To the extent any terms in the AGREEMENT are inconsistent with the ADA, the requirements of the ADA shall control.

CONTRACTOR shall at all times during the AGREEMENT comply with the requirements of County Ordinance 92-8 pertaining to the maintenance of a Drug Free Work Place Program. CONTRACTOR certifies compliance with this requirement by means of executing the Drug-Free Workplace Program Form.

Contractor agrees to produce any written documentation, certified as necessary, necessary to establish its compliance with 49 C.F.R. Part 655, prior to the commencement of community shuttle service, and shall permit any authorized representative of the DOT or its operating administrations, the State Oversight Agency, or County, or City to inspect Contractor's facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 C.F.R. Part 655 and review the testing process.

CONTRACTOR agrees to COUNTY boarding rules that throughout the term of the AGREEMENT, the Margate Inner-City Transit ("MIT") logo and the County assigned identification number shall be conspicuously displayed on the rear of the vehicle at all times. CONTRACTOR agrees that if the CITY specifies advertising for the buses, it shall be placed on the vehicle in the manner specified by the CITY. CONTRACTOR shall not place any advertising, other graphics or lettering on (or within) the bus without express written permission from the CITY. CITY may direct that CITY approved advertising; graphics or lettering be placed on (or within) the bus.

CITY and COUNTY shall review all policies established by the CONTRACTOR, outside of those required by the ILA, concerning the public transportation services

CITY shall review the service planning, including adjustments to the routes, schedules, and such other factors that affect the quality of service provided.

CITY shall provide CONTRACTOR with bus route timetable schedules prepared by the CITY for CONTRACTOR to make available to residents, visitors, and passengers.

CITY shall be responsible for designation of transit stops. It is understood that passengers will ONLY be able to board and depart at designated stops.

CONTRACTOR acknowledges that a AGREEMENT is subject to the terms and conditions contained in the CITY's Interlocal Agreement for Community Shuttle Service with the County.

CONTRACTOR will clearly and professionally mark vehicles with CITY and route identifications, i.e., City of Margate Transit, A, C, D, As.

CONTRACTOR shall provide written accounts/reports of complaints, all monthly, quarterly, and annual reporting and certifications required and requested, driver's records/ ridership documentation/ revenue miles driven, down routes, down buses, and any rider compliments in accordance with the requirements of the ILA and any additional reports allowed by the ILA. Reports shall be in an electronic format such as Excel for each individual reportable item.

Contractor shall submit operating, financial, performance, NTD reports, and invoices as directed by County Contract Administrator and/or the City.

PROJECT ADMINISTRATION: All technical questions relative to the Work shall be directed to:

City of Margate Public Works Department
Attn: Assistant Public Works Director
102 Rock Island Road
Margate, FL 33063
954-972-8126

TECHNICAL ASSISTANCE

Pursuant to the County Interlocal Agreement (ILA), COUNTY will provide the vehicle chauffeurs hired by CONTRACTOR, or its contractors, with training in passenger relations, rules of the road, and transit system information, unless the CONTRACTOR has training, in accordance with the ILA. All vehicle chauffeurs shall be required to attend and successfully complete County's training program prior to operating the vehicles. This requirement shall extend to any and all vehicle chauffeurs employed at any time during the term of this AGREEMENT.

If the awarded Contractor has his own Operator Training Program, it must be consistent with County Training Program and MUST be approved by Broward County in writing. Contractor will be required to send the Drivers Certificates of Completion of training to the City.

CONTRACTOR agrees to cooperate with County and CITY staff with respect to any aspect of planning, scheduling of public transit routing, and/or coordination with the County the CITY might request.

TERM AND TIME OF PERFORMANCE

Term of AGREEMENT: The initial term of the AGREEMENT shall be for a period of three (3) years. The AGREEMENT may be extended for two (2) additional one (1) year periods providing all terms, conditions, and specifications remain the same upon the written approval of both the CITY and the CONTRACTOR. Notification of Intent to Renew will be sent ninety (90) days prior to the expiration of the then current term. If the term of the AGREEMENT extends beyond a single fiscal year of CITY, the continuation of the AGREEMENT beyond the end of any fiscal year shall be subject to the availability of funds from CITY in accordance with the CITY's budget process. The CITY may terminate an AGREEMENT by notification, in writing, at least thirty (30) days prior, with or without cause. The CITY or CONTRACTOR is under no obligation to extend or renew an AGREEMENT after its expiration.

Emergency Preparedness and Continuity of Operations: Because the tasks to be performed pursuant to a AGREEMENT include the physical care and control of passengers as well as the administration and coordination of public transportation services necessary for passenger health, safety, or welfare, the CONTRACTOR will, within 30 days of the execution of this AGREEMENT, submit to the CITY, verification of an emergency preparedness plan.

In the event of an emergency, the CONTRACTOR will notify the CITY of emergency provisions. In the event an emergency results in a cessation of services by the CONTRACTOR, the CONTRACTOR will retain the responsibility for performance under a AGREEMENT and must follow procedures to ensure continuity of operations without interruption.

PERSONNEL REQUIREMENTS

Vehicles shall be operated by properly licensed operators ("Vehicle Chauffeurs"/"Drivers") employed by CONTRACTOR. These employees shall provide full utilization of vehicles to disabled passengers while in service.

CONTRACTOR shall designate a Project Manager who will oversee the complete operation of the public transportation service and who will serve as the day-to-day liaison with the CITY.

CONTRACTOR represents and warrants to the CITY that it has conducted a criminal background check on all of its employees providing services to the CITY pursuant to the AGREEMENT. CONTRACTOR represents and warrants that all employees engaged in providing services to the CITY have no criminal records and outstanding warrants for arrest. In the event of any breach by the CONTRACTOR of this provision, the CITY shall have the right to demand the immediate removal of the employee(s) from service, and failing that, the CITY shall have the right to immediately terminate the AGREEMENT.

Vehicle chauffeurs/"Drivers" hired by CONTRACTOR shall issue County Shuttle route timetables or other transit information to any passenger requesting such material.

Effective upon execution of a AGREEMENT and at all times during the AGREEMENT, CONTRACTOR shall comply with all applicable requirements of the United States Department of Transportation and the Federal Transit Administration, which shall include but not be limited to regulations for drug and alcohol testing. To the extent that any terms of this AGREEMENT are inconsistent with the United States Department of Transportation regulations, the requirements of the United States Department of Transportation shall control.

CITY reserves the right to approve assigned personnel to CITY routes and request that the CONTRACTOR change personnel, if necessary.

Vehicle chauffeurs/"Drivers" employed by the CONTRACTOR during the term of this AGREEMENT shall be properly licensed operators. The vehicle chauffeurs/"drivers" shall have the qualifications as required by the State of Florida and the County. All drivers shall, during the term of this AGREEMENT, possess the following qualifications and adhere to the following standards. CONTRACTOR shall immediately dismiss any driver from performing services under this AGREEMENT if driver fails to maintain said qualifications or standards as listed below:

- Minimum age for driver shall be 21 years.
- Drivers must possess a valid Florida commercial driver's license as required by law.
- Drivers shall have no more than one (1) moving violations or accidents (counted individually or combined) within a three (3) year period. Drivers shall have no history of a conviction for a DUI, DWI, or possession, control, or distribution of an illegal substance. Additionally, drivers shall have no history of felony convictions. Finally, in the event a law enforcement agency charges a driver with any of the foregoing, upon receipt of knowledge of such fact, the driver involved shall be suspended.
- Drivers must be capable of speaking, writing, and understanding the English language fluently.
- Drivers shall operate the vehicle in a safe and timely manner.
- Vehicle Operators shall not operate any personal wireless communication devices while occupying the Operator's seat or operating area.
- Vehicle Operators shall not drive recklessly or unsafely, illegally park or stop, or commit any other traffic violations.
- Drivers shall be courteous to all passengers and the general public at all times and shall respond to passenger questions regarding the use of the subject service.
- At all times while on duty, drivers shall wear clean and presentable uniforms, which include

a company shirt, appropriate length shorts, skirt or pants and closed toe shoes. Torn, frayed, stained, or severely faded uniforms shall not be considered "presentable".

- Drivers shall distribute or collect flyers, handouts, surveys, etc., as CITY may request from time to time.
- Drivers shall not accept gratuities.
- Drivers shall assist passengers with disabilities when entering and exiting the vehicles in accordance with safe practice.
- Drivers shall not permit passengers to smoke or play a radio in the vehicles (unless the passenger is using headphones with the radio).
- Drivers shall not be convicted of a crime during the term of the AGREEMENT.
- Drivers shall not test positive for drug use on a drug test administered by a responsible testing facility or in cooperation with the drug-testing program at the County or the CITY.
- Drivers shall attend and successfully complete the County's Vehicle Operator Training Program prior to commencement of Service and refresher training classes every two years. No driver shall operate a vehicle without a pre-approved certification, and all drivers shall be fully trained and compliant with all applicable provision of the Americans with Disabilities Act of 1990 (ADA).
- Drivers should have in their possession their medical card at all times.
- Drivers should have in their possession their Chauffeur License at all times.
- CITY may request immediate removal of any driver who fails to comply with any provision of this section.

CONDITION AND MAINTENANCE OF VEHICLES

The CITY and County have entered into an Interlocal Agreement to provide public transportation services. The County currently licenses to CITY three (3) wheelchair accessible passenger vehicles. For the term of the AGREEMENT, CITY licenses CONTRACTOR to utilize the vehicles to the extent that CITY has the right to utilize the vehicles. Such vehicles shall be maintained by CONTRACTOR, continually complying with all applicable federal and state regulations. The vehicles may be used by CONTRACTOR only for the purposes contemplated by the AGREEMENT and shall be used for no other purpose. At the expiration or earlier termination of the AGREEMENT, the vehicles shall be returned to the CITY, or such place as CITY may designate, in the same condition as it was picked up prior to being placed in service.

In addition to scheduled service, Contractor may be required to provide service on an emergency basis. Emergency Service shall be provided upon the direction of City Contract Administrator, during City designated emergencies, which may include, but shall not be limited to, evacuations and reverse evacuations; extreme conditions or catastrophic events; major weather events; terrorist attack(s); or other regional emergency. There shall be no additional payment for emergency services aside from the hourly rate in the AGREEMENT between City and Contractor to provide the Services.

Prior to commencement of service, BCT's Director of Maintenance or the City's Fleet Supervisor, or designee will inspect Contractor's Community Shuttle Program vehicles for acceptance and according to requirements of Chapter 14-90 of the Florida Administrative Code (FAC). The City and/or County may inspect vehicles, at any time. Request for inspections shall not be scheduled in a manner which would have a detrimental impact on the Contractor's ability to perform the service provided for herein. Additionally, the Contractor shall maintain the vehicles provided by the City and County in accordance

with manufacturer's standards and keep vehicles in reasonable condition and full regulatory compliance, at all times.

CITY shall provide to the CONTRACTOR all the manufacturer's warranties and maintenance shop manuals that have been provided to the CITY by the County.

Vehicle parts necessary to maintain and repair Vehicles shall be provided by Contractor. Vehicle parts must be Original Equipment Manufacturer (OEM) parts (Contractor shall provide written and documented substantiation of the purchase and use of OEM parts on City buses). Contractor shall receive written approval from the City before beginning any major maintenance and/or repair. Major maintenance and repairs shall be defined as any maintenance or repair activity in which the total cost of parts and labor exceeds Two Thousand Dollars. Mechanics, unless approved by County, must be Automotive Service Excellence (ASE) Blue Seal Certified.

CONTRACTOR shall maintain and store vehicles at a secured location.

CONTRACTOR shall provide a replacement vehicle, which is similar in all respects to the CITY's vehicle, in the event the vehicle provided by CITY is out of service for repair.

CONTRACTOR shall supply any additional vehicles to provide back-up service within forty-five (45) minutes in the event that one or more vehicles are out of service.

CONTRACTOR shall provide ADA accessible back-up vehicles should they be necessary to continue service as outlined in this AGREEMENT. In the event CONTRACTOR needs to exchange a vehicle during revenue service hours, CONTRACTOR shall immediately notify CITY's DESIGNEE of the change. Notification will include vehicle number, reason, and amount of service time to be missed.

Vehicles shall be maintained in good condition, both operationally and in their appearance, and in accordance with any County or CITY requirements. All vehicles shall be kept in good repair and condition, satisfactory to the CITY, at a minimum to the standards listed below:

- All vehicles shall conform to the standards required by the ADA
- All vehicles shall be equipped with all appropriate safety equipment to be provided by the CONTRACTOR.
- All vehicles shall be equipped with two-way communications to be provided by CONTRACTOR.
- All vehicles shall have heating and air conditioning systems that are fully operative every day and at all times the vehicle is in service. The air conditioning system shall be of sufficient size and capacity to provide a cooling effect throughout the vehicle, with cold air blowing in all sections of the vehicle.
- A/C Cooling System(s) shall remain in proper working conditions at all times. In the event that the temperature cannot be maintained, the Contractor shall dispatch a replacement vehicle within 30 minutes.
- Contractor shall maintain A/C Cooling System(s) such that the A/C cooling System(s) are capable of maintaining the interior temperature of sixty-eight (68) to seventy-two (72) degrees Fahrenheit in the vehicle within sixty (60) seconds of closing the vehicle doors with and without passengers on-board, regardless of the outside temperatures.

Upon the Effective Date of the AGREEMENT, CONTRACTOR shall provide a list of scheduled and non-scheduled maintenance performed on vehicles during each respective month.

MAINTENANCE OF VEHICLES

All maintenance of the vehicles will be the responsibility of the awarded vendor. This will include any maintenance schedules or stipulations assigned to the CITY by the ILA with the County.

The interiors of the vehicles shall be cleaned at least once each day, and the exteriors of the vehicles shall be cleaned at least once per week. The vehicles shall be exterminated for pests at least once each week. CONTRACTOR shall have a continuing obligation to ensure cleanliness of the vehicles, and CONTRACTOR shall perform additional cleaning and extermination for pests as circumstances may warrant or as directed by the CITY.

All vehicles and equipment on vehicles shall be maintained in fully operational condition at all times during the term of the AGREEMENT. CONTRACTOR shall cause all components of each vehicle, including its body, frame, graphics wrap, furnishings, mechanical, electrical, hydraulic, or other operating systems to be maintained according to manufacturer's recommendations. CONTRACTOR shall cause any vehicle damaged in an accident or otherwise to be repaired or replaced immediately, including the graphic wraps. CONTRACTOR shall, at its sole cost and expense, provide fuel, lubricants, parts, and supplies as required for the maintenance and operation of all vehicles.

All vehicles shall be safe for operation on public streets and highways and shall meet all requirement of the Florida Department of Transportation Rule Chapter 14-90. All parts of the vehicles and equipment mounted on or in the vehicle shall conform at a minimum to all applicable federal motor safety standards.

CONTRACTOR shall initiate and maintain an effective safety and mechanical inspection program.

All vehicles shall be available for inspection by the CITY prior to CONTRACTOR placing them in service and at any time thereafter at the CITY's discretion. CITY has the sole discretion to reject, temporarily or permanently, any vehicle which CITY deems unacceptable for reasons of safety, disrepair, or appearance.

The CONTRACTOR shall maintain a storage yard and maintenance facility for the vehicles used by the CONTRACTOR in the performance of the AGREEMENT. Furthermore, the use, operation, and facilities in the storage yard and maintenance facility shall comply with all applicable local zoning and building codes and shall be secured against theft and vandalism.

RECORD KEEPING AND AUDITING

Contractor shall maintain records of information and data in the format requested by the County and the City. They shall also furnish such records to the City in a timely manner for reporting, recordkeeping and auditing purposes.

OWNERSHIP OF DOCUMENTS: Any and all reports, photographs, surveys, and other data and documents provided or created in connection with the AGREEMENT are and shall remain the property of the CITY. In the event of termination of the AGREEMENT, any reports, photographs, surveys, and other data and documents prepared by CONTRACTOR, whether finished or unfinished, shall become the property of CITY and shall be delivered by CONTRACTOR to CITY.

AUDIT RIGHT AND RETENTION OF RECORDS: CITY shall have the right to audit the books, records, and accounts of CONTRACTOR. CONTRACTOR shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the services provided herein. CONTRACTOR shall preserve and make available, at reasonable time for examination and audit by CITY, all financial records, supporting documents, statistical records, and any other documents pertinent to the AGREEMENT for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of the

AGREEMENT. If any audit has been initiated, and audit findings have not been resolved at the end of the retention period, or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by CITY to be applicable to CONTRACTOR's records, CONTRACTOR shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by CONTRACTOR. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for CITY's disallowance and recovery of any payment upon such entry.

CONTRACTOR shall keep records concerning the number of passengers per revenue hour by stop on each route operated by the CONTRACTOR.

CITY shall verify passenger counts against revenue hour and maintain certain records of information and data in the format prescribed by COUNTY. CITY shall furnish such records to COUNTY on a monthly basis; therefore, the CONTRACTOR shall provide the reports by the 3rd of every month in order to review before sending the reports to the COUNTY.

CONTRACTOR shall maintain such records and accounts including property, personnel, and financial records as are deemed necessary by CITY to ensure a proper accounting record. The system of accounting will be in accordance with generally accepted accounting principles and practices. All project records prepared by CONTRACTOR shall be owned by CITY and made available to CITY at no charge. CITY may elect to authorize representatives to inspect, audit, and analyze the records of CONTRACTOR relating to the subject service. CITY shall have the right to audit the books, records, and accounts of the CONTRACTOR specifically related to the AGREEMENT. CONTRACTOR shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the project or according to the scheduled reporting periods.

CONTRACTOR shall record on a daily basis and report weekly to the CITY all disruptions in service, late service vehicle breakdowns, accidents, vehicles out of service and any other incident affecting service.

CONTRACTOR's Project Manager shall also document passenger complaints and describe any actions taken to resolve such complaints on a weekly basis. CONTRACTOR agrees to submit copies of such documentation to the CITY on a weekly basis.

CONTRACTOR shall maintain daily records of total passenger utilization and total mileage logged on the vehicles by route while performing the services under this AGREEMENT. Project Manager shall provide accurate report on ridership by route and by trip to CITY on a monthly basis.

CITY shall approve CONTRACTOR's forms that may be required in addition to those required by the County.

In the event funds paid to CONTRACTOR pursuant to a AGREEMENT are subsequently disallowed by CITY because of accounting errors or charges not in conformity with a AGREEMENT, CONTRACTOR shall refund promptly to the CITY such disallowed funds or such disallowed funds will be withheld from subsequent payment by CITY to CONTRACTOR. No payment will be withheld or disallowed until CITY has given CONTRACTOR written notice of the reason therefore and ten (10) days have elapsed for CONTRACTOR to correct, cure, or otherwise reasonably ensure to the CITY that the problem has been resolved in a manner satisfactory to the CITY. No more than the dispute amount shall be withheld. Both CITY and CONTRACTOR shall diligently pursue the resolution of any dispute regarding the accounting or charges referred to in this paragraph.

The CITY reserves the right to delete any portion of the services or routes (partial route or entire route), at any time, without cause, and if such right is exercised by the City, the total fee shall be reduced in the same ratio or reduction of hours as the estimated cost of the work deleted bears to the estimated cost of the work originally planned. If work has already been accomplished and approved

by the City on any portion of a AGREEMENT resulting from this RFP, the Successful Bidder shall be paid for the work completed on the basis of the estimated percentage of completion of such portion to the total project cost.

Payment to CONTRACTOR shall be on an hourly basis, per vehicle in revenue service. The funds shall be used by CONTRACTOR solely for the purpose of maintaining, operating and properly equipping the vehicle and for no other purpose.

Contractor shall be solely responsible for the payment of all of its employees' wages and benefits and shall comply with all the requirements thereof including, but not limited to, employee liability, workers' compensation, unemployment insurance, Social Security, and any other mandated or optional employee benefits.

The CITY shall not be responsible for payment of any other monies to CONTRACTOR under this solicitation.

The CONTRACTOR will abide by the Broward County Living Wage Ordinance 2008-45 - **Exhibit C**, as amended, ("Living Wage Ordinance") requires that a specified minimum wage be paid to employees of service contractors and subcontractors who provide covered services pursuant to a County service contract exceeding \$100,000 per year or covered airport services.

The City is requiring Firms to provide the following costs options:

Option 1 – Contractor to operate, maintain, and manage the Community Shuttle Service Program for each of the specified Routes, and the City will supply the Propane Fueled shuttle buses.

Option 2 – Contractor to operate, maintain, and manage the Community Shuttle Service Program for each of the specified Routes, and the City will supply the Gasoline Fueled shuttle buses.

Option 3 – Contractor to operate, maintain, and manage the Community Shuttle Service Program for each of the specified Routes, and the City will supply the Diesel Fueled shuttle buses.

CITY reserves the right to have any combination of types of buses at any given time during the Agreement period.

The CONTRACTOR must provide a breakdown of the proposed hourly rate. The rate shall include but is not limited to inclusion of all necessary fuel and wages.

The CONTRACTOR may receive a price escalation after the initial Agreement term has expired that does not exceed the Consumer Price Index (CPI). However, the CONTRACTOR would have to submit certified payroll, a yearly ledger, employee benefits such as vacation time, and health coverage. 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 industry costs decline, the City shall have the right to receive from the CONTRACTOR a reduction in costs that reflects such cost changes in the industry. The City at its sole discretion, may after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. The CONTRACTOR will be required to continue to provide services at the currently in force term's price until such time the CPI index requested is properly substantiated by the CONTRACTOR and approved by the CITY, not to exceed 120 days for such substantiation.

Fines for Non-Compliance with Agreement Requirements

In addition to a Notice of Non-compliance with Agreement Requirements, it is hereby understood and mutually agreed to by and between both parties hereto, actions or inaction of the CONTRACTOR in performing Service or obligations outlined herein, may lead to additional fees borne to the CONTRACTOR in the amount shown in Table 1 – Performance Standards and Fines. The fine charged for each violation bears a reasonable relationship to the value, or lack thereof, of the overall

service and obligations required and reflects the diminished value of such service to the CITY and the customers. The CITY is the sole determinant of the applicability and calculation of this fee.

Table 1: Performance Standards and Fines

Category	Performance Standard	Fine
Missed service	For each hour of failure/disruption or vehicle not in Service for an entire day	\$83.56/ hour
Preventative maintenance	Failure to complete preventative maintenance inspections on time with the recommended minimum scheduled service intervals	\$50/ incident
Accessibility and safety equipment	Failure to maintain the vehicles' compliance with ADA required accessibility equipment including wheelchair lifts, adequate numbers of securement devices, and all standard safety equipment. The equipment's serviceability and operability shall be well maintained and functional at all times.	\$50/ incident
Other vehicle equipment	Failure to provide heat or air conditioning	\$50/ incident
Notification of changes in schedule	Failure to notify the City regarding any changes in schedule	\$50/ incident
Notification of service interruptions	Failure to promptly report all incidents of vehicle or passenger crashes, road calls, and service interruptions	\$50/ incident
On-time schedule	Failure to maintain transit schedule within a 15-minute window, excluding acts of weather, road construction/closing, or driver illness	\$50/ incident
Vehicle appearance	Failure to maintain vehicles, both interiors and exteriors	\$50/ incident
Data reporting	Failure to submit reporting requirements on agreed intervals	\$25/ day the requested data is late

BID PROPOSAL FORM BID NO. 2023-007

**BID TO: CITY COMMISSION
 CITY OF MARGATE**

1. The undersigned bidder proposes and agrees, if this bid is accepted, to enter into an Agreement with the City in the form included in the Contract Documents to perform the Work as specified or indicated in said Contract Documents entitled:

**COMMUNITY SHUTTLE SERVICES
BID NO 2023-007**

2. Bidder accepts all of the terms and conditions of the Contract Documents, including without limitation those in the Notice Inviting Bids and Instructions to Bidders, dealing with the disposition of the Bid Security.

3. The bid will remain open for the period stated in the Notice Inviting Bids unless otherwise required by law. Bidder will enter into an Agreement within the time and in the manner required in the Notice Inviting Bids and the Instructions to Bidders, and will furnish the insurance certificates, payment bond, and performance bond required by the Contract Documents.

4. It is the Contractor's responsibility to contact the City at (954) 935-5346 prior to the bid opening to determine if any addenda have been issued on the project. Bidder has examined copies of all the Contract Documents including the following addenda (receipt of all of which is acknowledged):

Number _____	Date _____
_____	_____
_____	_____

5. Bidder has familiarized himself with the nature and extent of the Contract Documents, Work, site, locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations), and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as Bidder deems necessary.

6. This bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation. Bidder has not directly or indirectly induced or solicited any other bidder to submit a false or sham bid. Bidder has not solicited or induced any person, firm or corporation to refrain from bidding and bidder has not sought by collusion to obtain for itself any advantage over any other bidder or over the City.

To all the foregoing, and including all Bid Schedule(s) and Information Required of Bidder contained in this Bid Form, said bidder further agrees to complete the Work required under the Contract Documents within the Contract Time stipulated in said Contract Documents, and to accept in full payment thereof the Contract Price based on the Total Bid Price(s) named in the aforementioned Bidding Schedule(s).

NAME OF FIRM: _____

ADDRESS: _____

NAME OF SIGNER _____
(Print or Type)

TITLE OF SIGNER _____

SIGNATURE: _____ DATE: _____

TELEPHONE NO: _____ FACSIMILE NO: _____

SCHEDULE OF BID PRICES – BID NO. 2023-007

TO: CITY COMMISSION

CITY OF MARGATE

(Please fill in all blanks and return with your proposal.)

In accordance with your request for proposals and the specifications contained herein, the undersigned proposes the following:

DESCRIPTION

HOURLY RATE

OPTION 1 – CONTRACTOR TO OPERATE, MAINTAIN, AND MANAGE THE COMMUNITY SHUTTLE SERVICE PROGRAM FOR EACH OF THE SPECIFIED ROUTES, AND THE CITY WILL SUPPLY THE PROPANE FUELED SHUTTLE BUSES.

COMMUNITY SHUTTLE SERVICE \$ _____

OPTION 2 – CONTRACTOR TO OPERATE, MAINTAIN, AND MANAGE THE COMMUNITY SHUTTLE SERVICE PROGRAM FOR EACH OF THE SPECIFIED ROUTES, AND THE CITY WILL SUPPLY THE GASOLINE FUELED SHUTTLE BUSES.

COMMUNITY SHUTTLE SERVICE \$ _____

OPTION 3 – CONTRACTOR TO OPERATE, MAINTAIN, AND MANAGE THE COMMUNITY SHUTTLE SERVICE PROGRAM FOR EACH OF THE SPECIFIED ROUTES, AND THE CITY WILL SUPPLY THE DIESEL FUELED SHUTTLE BUSES.

COMMUNITY SHUTTLE SERVICE \$ _____

.....
CITY RESERVES THE RIGHT TO HAVE ANY COMBINATION TYPES OF BUSES AT ANY GIVEN TIME DURING THE CONTRACT PERIOD.

THE CONTRACTOR MUST SUBMIT A BREAKDOWN OF THE PROPOSED HOURLY RATE. THE RATE SHALL INCLUDE BUT IS NOT LIMITED TO INCLUSION OF ALL NECESSARY FUEL AND WAGES.

ALL BIDS MUST BE SIGNED WITH THE VENDOR NAME AND BY AN OFFICER OR EMPLOYEE HAVING THE AUTHORITY TO BIND THE COMPANY OR FIRM BY SIGNATURE.

HAVE YOUR INSURANCE REPRESENTATIVE REVIEW THE SAMPLE INSURANCE CERTIFICATE TO ENSURE COMPLIANCE.

WILL YOUR FIRM ACCEPT PAYMENT VIA A CITY OF MARGATE
VISA CREDIT CARD? PLEASE CHECK ONE YES _____ NO _____

BIDDER'S GENERAL INFORMATION:

The bidder shall furnish the following information. Additional sheets shall be attached as required. Failure to complete Item Nos. 1, 3, and 7 (if required) will cause the bid to be non-responsive and may cause its rejection. In any event, no award will be made until all of the Bidder's General Information (i.e., items 1 through 7 inclusive) is delivered to the City.

- (1) CONTRACTOR'S name and address:

- (2) CONTRACTOR'S telephone number: _____

- (3) CONTRACTOR'S license: Primary classification: _____

State License Number: _____

Supplemental classifications held, if any: _____

Name of Licensee, if different from (1) above: _____

- (4) Name of person who inspected site of proposed Work for your firm:

Name: _____ Date of Inspection: _____

- (5) Name, address, and telephone number of Surety Company and agent who will provide the required bonds on this contract (if required): _____

- (6) ATTACH TO THIS BID the experience resume of the person who will be designated as Supervisor for this project.

- (7) ATTACH TO THIS BID, a financial statement **(If Required)**, references, and other information, sufficiently comprehensive to permit an appraisal of CONTRACTOR'S current financial condition.

- (8) Subcontractors: The Bidder further proposes that as part of their submittal there is attached a list of subcontracting firms or businesses who will be awarded subcontracts for portions of the work in the event the bidder is awarded the Contract.

Title 2 → Subtitle A → Chapter II → Part 200

Title 2: Grants and Agreements

PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS

§ 200.318 General procurement standards.

(a) The non-Federal entity must have and use documented procurement procedures, consistent with State, local, and tribal laws and regulations and the standards of this section, for the acquisition of property or services required under a Federal award or subaward. The non-Federal entity's documented procurement procedures must conform to the procurement standards identified in [§§ 200.317](#) through [200.327](#).

(b) Non-Federal entities must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

(c)

(1) The non-Federal entity must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity.

(2) If the non-Federal entity has a parent, affiliate, or subsidiary organization that is not a State, local government, or Indian tribe, the non-Federal entity must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

(d) The non-Federal entity's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

(e) To foster greater economy and efficiency, and in accordance with efforts to promote cost-effective use of shared services across the Federal Government, the non-Federal entity is encouraged to enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services. Competition requirements will be met with documented procurement actions using strategic sourcing, shared services, and other similar procurement arrangements.

(f) The non-Federal entity is encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.

(g) The non-Federal entity is encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.

(h) The non-Federal entity must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. See also [§ 200.214](#).

(i) The non-Federal entity must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to, the following: Rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

(j)

(1) The non-Federal entity may use a time-and-materials type contract only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. Time-and-materials type contract means a contract whose cost to a non-Federal entity is the sum of:

(i) The actual cost of materials; and

(ii) Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.

(2) Since this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, each contract must set a ceiling price that the contractor exceeds at its own risk. Further, the non-Federal entity awarding such a contract must assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.

(k) The non-Federal entity alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the non-Federal entity of any contractual responsibilities under its contracts. The Federal awarding agency will not substitute its judgment for that of the non-Federal entity unless the matter is primarily a Federal concern. Violations of law will be referred to the local, state, or Federal authority having proper jurisdiction.

[[85 FR 49543](#), Aug. 13, 2020, as amended at [86 FR 10440](#), Feb. 22, 2021]

§ 200.319 Competition.

(a) All procurement transactions for the acquisition of property or services required under a Federal award must be conducted in a manner providing full and open competition consistent with the standards of this section and [§ 200.320](#).

(b) In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. Some of the situations considered to be restrictive of competition include but are not limited to:

(1) Placing unreasonable requirements on firms in order for them to qualify to do business;

(2) Requiring unnecessary experience and excessive bonding;

(3) Noncompetitive pricing practices between firms or between affiliated companies;

(4) Noncompetitive contracts to consultants that are on retainer contracts;

(5) Organizational conflicts of interest;

(6) Specifying only a “brand name” product instead of allowing “an equal” product to be offered and describing the performance or other relevant requirements of the procurement; and

(7) Any arbitrary action in the procurement process.

(c) The non-Federal entity must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and

engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

(d) The non-Federal entity must have written procedures for procurement transactions. These procedures must ensure that all solicitations:

(1) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a "brand name or equivalent" description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and

(2) Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

(e) The non-Federal entity must ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the non-Federal entity must not preclude potential bidders from qualifying during the solicitation period.

(f) Noncompetitive procurements can only be awarded in accordance with [§ 200.320\(c\)](#).

§ 200.320 Methods of procurement to be followed.

The non-Federal entity must have and use documented procurement procedures, consistent with the standards of this section and [§§ 200.317](#), [200.318](#), and [200.319](#) for any of the following methods of procurement used for the acquisition of property or services required under a Federal award or sub-award.

(a) **Informal procurement methods.** When the value of the procurement for property or services under a Federal award does not exceed the *simplified acquisition threshold (SAT)*, as defined in [§ 200.1](#), or a lower threshold established by a non-Federal entity, formal procurement methods are not required. The non-Federal entity may use informal procurement methods to expedite the completion of its transactions and minimize the associated administrative burden and cost. The informal methods used for procurement of property or services at or below the SAT include:

(1) Micro-purchases -

(i) **Distribution.** The acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (See the definition of *micro-purchase* in [§ 200.1](#)). To the maximum extent practicable, the non-Federal entity should distribute micro-purchases equitably among qualified suppliers.

(ii) **Micro-purchase awards.** Micro-purchases may be awarded without soliciting competitive price or rate quotations if the non-Federal entity considers the price to be reasonable based on research, experience, purchase history or other information and documents it files accordingly. Purchase cards can be used for micro-purchases if procedures are documented and approved by the non-Federal entity.

(iii) **Micro-purchase thresholds.** The non-Federal entity is responsible for determining and documenting an appropriate micro-purchase threshold based on internal controls, an evaluation of risk, and its documented procurement procedures. The micro-purchase threshold used by the non-Federal entity must be authorized or not prohibited under State, local, or tribal laws or regulations. Non-Federal entities may establish a threshold higher than the Federal threshold established in the Federal Acquisition Regulations (FAR) in accordance with [paragraphs \(a\)\(1\)\(iv\)](#) and [\(v\)](#) of this section.

(iv) **Non-Federal entity increase to the micro-purchase threshold up to \$50,000.** Non-Federal entities may establish a threshold higher than the micro-purchase threshold identified in the FAR in accordance with the requirements of this section. The non-Federal entity may self-certify a threshold up to \$50,000 on an annual basis and must maintain documentation to be made available to the Federal awarding agency and auditors in accordance with [§ 200.334](#). The self-certification must include a justification, clear identification of the threshold, and supporting documentation of any of the following:

(A) A qualification as a low-risk auditee, in accordance with the criteria in [§ 200.520](#) for the most recent audit;

(B) An annual internal institutional risk assessment to identify, mitigate, and manage financial risks; or,

(C) For public institutions, a higher threshold consistent with State law.

(v) **Non-Federal entity increase to the micro-purchase threshold over \$50,000.** Micro-purchase thresholds higher than \$50,000 must be approved by the cognizant agency for indirect costs. The non-federal entity must submit a request with the requirements included in [paragraph \(a\)\(1\)\(iv\)](#) of this section. The increased threshold is valid until there is a change in status in which the justification was approved.

(2) **Small purchases -**

(i) **Small purchase procedures.** The acquisition of property or services, the aggregate dollar amount of which is higher than the micro-purchase threshold but does not exceed the simplified acquisition threshold. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources as determined appropriate by the non-Federal entity.

(ii) **Simplified acquisition thresholds.** The non-Federal entity is responsible for determining an appropriate simplified acquisition threshold based on internal controls, an evaluation of risk and its documented procurement procedures which must not exceed the threshold established in the FAR. When applicable, a lower simplified acquisition threshold used by the non-Federal entity must be authorized or not prohibited under State, local, or tribal laws or regulations.

(b) **Formal procurement methods.** When the value of the procurement for property or services under a Federal financial assistance award exceeds the SAT, or a lower threshold established by a non-Federal entity, formal procurement methods are required. Formal procurement methods require following documented procedures. Formal procurement methods also require public advertising unless a non-competitive procurement can be used in accordance with [§ 200.319](#) or [paragraph \(c\)](#) of this section. The following formal methods of procurement are used for procurement of property or services above the simplified acquisition threshold or a value below the simplified acquisition threshold the non-Federal entity determines to be appropriate:

(1) **Sealed bids.** A procurement method in which bids are publicly solicited and a firm fixed-price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bids method is the preferred method for procuring construction, if the conditions.

(i) In order for sealed bidding to be feasible, the following conditions should be present:

(A) A complete, adequate, and realistic specification or purchase description is available;

(B) Two or more responsible bidders are willing and able to compete effectively for the business; and

(C) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

(ii) If sealed bids are used, the following requirements apply:

(A) Bids must be solicited from an adequate number of qualified sources, providing them sufficient response time prior to the date set for opening the bids, for local, and tribal governments, the invitation for bids must be publicly advertised;

(B) The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;

(C) All bids will be opened at the time and place prescribed in the invitation for bids, and for local and tribal governments, the bids must be opened publicly;

(D) A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and

(E) Any or all bids may be rejected if there is a sound documented reason.

(2) **Proposals.** A procurement method in which either a fixed price or cost-reimbursement type contract is awarded. Proposals are generally used when conditions are not appropriate for the use of sealed bids. They are awarded in accordance with the following requirements:

- (i) Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Proposals must be solicited from an adequate number of qualified offerors. Any response to publicized requests for proposals must be considered to the maximum extent practical;
- (ii) The non-Federal entity must have a written method for conducting technical evaluations of the proposals received and making selections;
- (iii) Contracts must be awarded to the responsible offeror whose proposal is most advantageous to the non-Federal entity, with price and other factors considered; and
- (iv) The non-Federal entity may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby offeror's qualifications are evaluated and the most qualified offeror is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms that are a potential source to perform the proposed effort.

(c) **Noncompetitive procurement.** There are specific circumstances in which noncompetitive procurement can be used. Noncompetitive procurement can only be awarded if one or more of the following circumstances apply:

- (1) The acquisition of property or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (see [paragraph \(a\)\(1\)](#) of this section);
- (2) The item is available only from a single source;
- (3) The public exigency or emergency for the requirement will not permit a delay resulting from publicizing a competitive solicitation;
- (4) The Federal awarding agency or pass-through entity expressly authorizes a noncompetitive procurement in response to a written request from the non-Federal entity; or
- (5) After solicitation of a number of sources, competition is determined inadequate.

§ 200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in [paragraphs \(b\)\(1\)](#) through [\(5\)](#) of this section.

§ 200.322 Domestic preferences for procurements.

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods,

products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

§ 200.323 Procurement of recovered materials.

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at [40 CFR part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

§ 200.324 Contract cost and price.

(a) The non-Federal entity must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the non-Federal entity must make independent estimates before receiving bids or proposals.

(b) The non-Federal entity must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

(c) Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the non-Federal entity under [subpart E of this part](#). The non-Federal entity may reference its own cost principles that comply with the Federal cost principles.

(d) The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.

§ 200.325 Federal awarding agency or pass-through entity review.

(a) The non-Federal entity must make available, upon request of the Federal awarding agency or pass-through entity, technical specifications on proposed procurements where the Federal awarding agency or pass-through entity believes such review is needed to ensure that the item or service specified is the one being proposed for acquisition. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if the non-Federal entity desires to have the review accomplished after a solicitation has been developed, the Federal awarding agency or pass-through entity may still review the specifications, with such review usually limited to the technical aspects of the proposed purchase.

(b) The non-Federal entity must make available upon request, for the Federal awarding agency or pass-through entity pre-procurement review, procurement documents, such as requests for proposals or invitations for bids, or independent cost estimates, when:

(1) The non-Federal entity's procurement procedures or operation fails to comply with the procurement standards in this part;

(2) The procurement is expected to exceed the Simplified Acquisition Threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation;

(3) The procurement, which is expected to exceed the Simplified Acquisition Threshold, specifies a “brand name” product;

(4) The proposed contract is more than the Simplified Acquisition Threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or

(5) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the Simplified Acquisition Threshold.

(c) The non-Federal entity is exempt from the pre-procurement review in [paragraph \(b\)](#) of this section if the Federal awarding agency or pass-through entity determines that its procurement systems comply with the standards of this part.

(1) The non-Federal entity may request that its procurement system be reviewed by the Federal awarding agency or pass-through entity to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews must occur where there is continuous high-dollar funding, and third-party contracts are awarded on a regular basis;

(2) The non-Federal entity may self-certify its procurement system. Such self-certification must not limit the Federal awarding agency's right to survey the system. Under a self-certification procedure, the Federal awarding agency may rely on written assurances from the non-Federal entity that it is complying with these standards. The non-Federal entity must cite specific policies, procedures, regulations, or standards as being in compliance with these requirements and have its system available for review.

§ 200.326 Bonding requirements.

For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the non-Federal entity provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

(a) A bid guarantee from each bidder equivalent to five percent of the bid price. The “bid guarantee” must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

(b) A performance bond on the part of the contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor's requirements under such contract.

(c) A payment bond on the part of the contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

§ 200.327 Contract provisions.

The non-Federal entity's contracts must contain the applicable provisions described in appendix II to this part.

**STATEMENT OF COMPLIANCE - SMALL AND MINORITY BUSINESSES, WOMEN'S
BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS**

The undersigned Contractor hereby swears under penalty of perjury that Contractor took the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms were used when possible:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Dated _____, 20____ Contractor _____

By _____
(Signature)

By _____ (Name and Title)

STATE OF _____)
) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by means of _____ physical presence or _____ online notarization _____ 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, this _____ day of _____, 20____.

(NOTARY SEAL)

(Signature of person taking acknowledgment)

(Print Name of officer taking acknowledgment)

(Title or rank)

My Commission expires:
(Serial number, if any)

REFERENCE SHEET BID NO. 2023-007

In order to receive Bid Award consideration on the proposed bid, it is a requirement that this sheet be completed and returned with your bid/proposal. This information may be used in determining the bid award for this Project.

BIDDER (COMPANY NAME): _____

ADDRESS: _____

CONTACT PERSON: _____ TITLE: _____

TELEPHONE: _____ FACSIMILE: _____

NUMBER OF YEARS IN BUSINESS: _____

ADDRESS OF NEAREST FACILITY: _____

LIST THREE (3) COMPANIES OR GOVERNMENTAL AGENCIES WHERE THESE PRODUCTS OR SERVICES HAVE BEEN PROVIDED IN THE LAST YEAR.

1. COMPANY NAME: _____

ADDRESS: _____ PHONE: _____

CONTACT PERSON: _____ TITLE: _____

2. COMPANY NAME: _____

ADDRESS: _____ PHONE: _____

CONTACT PERSON: _____ TITLE: _____

3. COMPANY NAME: _____

ADDRESS: _____ PHONE: _____

CONTACT PERSON: _____ TITLE: _____

COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH ACT (O.S.H.A.)
BID NO. 2023-007

Bidder certifies that all material, equipment, etc. contained in this bid meet all O.S.H.A. requirements. Bidder further certifies that if he/she is the successful bidder, and the material, equipment, etc., delivered is subsequently found to be deficient in any O.S.H.A. requirement in effect on date of delivery, all costs necessary to bring the material, equipment, etc. into compliance with the aforementioned requirements shall be borne by the bidder.

OCCUPATIONAL HEALTH AND SAFETY DATA SHEET REQUIRED:

In compliance with Chapter 442, Florida Statutes, any item delivered from a contract resulting from this bid must be accompanied by a SAFETY DATA SHEET (SDS). The SDS must include the following information:

- A. The chemical name and the common name of the toxic substance.
- B. The hazards or other risks in the use of the toxic substances, including:
 - 1. The potential for fire, explosion, corrosivity and reactivity;
 - 2. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and
 - 3. The primary routes of entry and symptoms of overexposure.
- C. The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of overexposure.
- D. The emergency procedure for spills, fire, disposal, and first aid.
- E. A description in lay terms of the known specific potential health risks posed by the toxic substances intended to alert any person reading this information.
- F. The year and month, if available, that the information was compiled and the name, address and emergency telephone number of the manufacturer responsible for preparing the information.

SIGNATURE: _____ DATE: _____

**CITY OF MARGATE
STATEMENT OF NO BID**

IF YOU DO NOT INTEND TO BID ON THIS PROPOSAL, RETURN THIS FORM TO ADDRESS WHERE BID IS TO BE SUBMITTED:

I/We have declined to bid on your proposal No: 2023-007

Bid Description: Community Shuttle Services

For the following reason:

- _____ 1. Specifications are too tight, i.e. geared toward one brand or manufacturer only (Explain reason below)
- _____ 2. Insufficient time to respond to invitation.
- _____ 3. We do not offer this commodity/service or equivalent.
- _____ 4. Our product/service schedule would not permit us to perform.
- _____ 5. Unable to meet specifications.
- _____ 6. Unable to meet bonding requirements.
- _____ 7. Specifications unclear (Explain below).
- _____ 8. Other (Specify below).

REMARKS: _____

Attach additional pages if required.

I/We understand that if the NO BID form is not executed and returned, our name may be deleted from the list of qualified bidders for the City of Margate.

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE NO: _____ DATE: _____

SIGNATURE OF BIDDER: _____

DRUG-FREE WORKPLACE PROGRAM FORM BID NO. 2023-007

In accordance with Section 287.087, State of Florida Statutes, preference shall be given to businesses with Drug-free Workplace Programs. Whenever two or more bids which are equal with respect to price, quality, and service are received for the procurement of commodities or contractual service, a bid received from a business that certifies that it has implemented a Drug-free Workplace Program shall be given preference in the award process. In the event that none of the tied vendors has a Drug-free Workplace program in effect, the City reserves the right to make final Decisions in the City's best interest. In order to have a Drug-free Workplace Program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, 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. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any State, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation. If bidder's company has a Drug-free Workplace Program, so certify below:

AS THE PERSON AUTHORIZED TO SIGN THE STATEMENT, I CERTIFY THAT THIS FIRM COMPLIES FULLY WITH THE ABOVE REQUIREMENTS.

SIGNATURE OF BIDDER: _____ DATE: _____

OFFEROR'S QUALIFICATION STATEMENT BID NO.2023-007

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

SUBMITTED TO: City of Margate
(Purchasing Division)

ADDRESS: 5790 Margate Blvd.
Margate, FL 33063

CIRCLE ONE: Corporation Partnership Individual Other

SUBMITTED BY: _____

NAME: _____

ADDRESS: _____

TELEPHONE NO.: _____

FACSIMILE 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. (Attach corporate documents from the State of Florida (sunbiz.org) to this statement.)

The correct name of the Offeror is: _____

The address of the principal place of business is:

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

5. If Offeror 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 Proposal. Please attach certificate of competency and/or state registration.

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

9. State the names, telephone numbers and last known addresses of three (3) owners, individuals or representatives of owners with the most knowledge of work which you have performed or goods you have provided, and to which you refer (government owners are preferred as references).

(Name)	(Address)	(Phone Number)
--------	-----------	----------------

(Name)	(Address)	(Phone Number)
--------	-----------	----------------

(Name)	(Address)	(Phone Number)
--------	-----------	----------------

10. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).

11. State the name(s) of the individual(s) who will have personal supervision of the work:

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

Signature: _____

State of Florida

County of _____

On this the ____ day of _____, 20____, before me by means of ____ physical presence or ____ online notarization, the undersigned Notary Public of the State of Florida, personally appeared

(Name(s) of individual(s) who appeared before notary)

whose name(s) is/are Subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

NOTARY PUBLIC
SEAL OF OFFICE:

NOTARY PUBLIC, STATE OF FLORIDA

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

- ☐ Personally known to me, or
- ☐ Produced identification:

(Type of Identification Produced
☐ DID take an oath, or ☐ DID NOT take an oath

NON-COLLUSIVE AFFIDAVIT FOR BID 2023-007

State of _____)

County of _____)

_____ being first duly sworn, deposes
and says that:

He/she is the _____, (Owner, Partner, Officer,
Representative or Agent) of _____, the Offeror that
has submitted the attached Proposal;

He/she is fully informed regarding the preparation and contents of the attached
Proposal and of all pertinent circumstances regarding such Proposal;

Such Proposal is genuine and is not a collusive or sham Proposal;

Neither the said Offeror 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 Offeror,
firm, or person to submit a collusive or sham Proposal in connection with the Work for
which the attached Proposal 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 Offeror, firm, or person
to fix the price or prices in the attached Proposal or of any other Offeror, or to fix any
overhead, profit, or cost elements of the Proposal price or the Proposal price of any other
Offeror, or to secure through any collusion, conspiracy, connivance, or unlawful
agreement any advantage against (Recipient), or any person interested in the proposed
Work;

The price or prices quoted in the attached Proposal are fair and proper and are not tainted
by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Offeror
or any other of its agents, representatives, owners, employees or parties in interest,
including this affiant.

Signed, sealed, and delivered in the presence of:

Witness

Witness

By _____

Printed Name

Title

ACKNOWLEDGMENT
NON-COLLUSIVE AFFIDAVIT FOR BID 2023-007

State of Florida
County of _____

On this the _____ day of _____, 20____, before me by means of ____ physical presence or ____ online notarization, the undersigned Notary Public of the State of Florida, personally appeared

(Name(s) of individual(s) who appeared before notary)

whose name(s) is/are Subscribed to within the instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand
and official seal.

NOTARY PUBLIC
SEAL OF OFFICE:

NOTARY PUBLIC, STATE OF FLORIDA

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

☐ Personally known to me, or
☐ Produced identification

(Type of Identification Produced)

☐ DID take an oath, or ☐ DID NOT take an oath

SCRUTINIZED COMPANIES CERTIFICATION

I hereby swear or affirm that as of the date below this company is not listed on a Scrutinized Companies list created pursuant to 215.4725, 215.473, or 287.135, Florida Statutes. Pursuant to 287.135, Florida Statutes I further affirm that:

1. This company is not participating in a boycott of Israel such that it is not refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner.
2. This Company does not appear on the Scrutinized Companies with Activities in Sudan List where the State Board of Administration has established the following criteria:
 - a. Have a material business relationship with the government of Sudan or a government- created project involving oil related, mineral extraction, or power generation activities, or
 - b. Have a material business relationship involving the supply of military equipment, or
 - c. Impart minimal benefit to disadvantaged citizens that are typically located in the geographic periphery of Sudan, or
 - d. Have been complicit in the genocidal campaign in Darfur.
3. This Company does not appear on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List where the State Board of Administration has established the following criteria:
 - a. Have a material business relationship with the government of Iran or a government- created project involving oil related or mineral extraction activities, or
 - b. Have made material investments with the effect of significantly enhancing Iran's petroleum sector.
4. This Company is not engaged in business operations in Cuba or Syria.

VENDOR/COMPANY NAME: _____

SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____ DATE: _____

The scrutinized company list is maintained by the State Board of Administration and available at <http://www.sbafla.com/>

CITY OF MARGATE E-VERIFY FORM

Project Name:	COMMUNITY SHUTTLE SERVICES
Project No.:	BID NO 2023-007

ACKNOWLEDGEMENT

Definitions:

“Contractor” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration.

“Subcontractor” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

Effective January 1, 2021, public and private employers, contractors and subcontractors will begin required registration with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

- a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including subvendors/subconsultants/subcontractors) assigned by Vendor/Consultant/Contractor to perform work pursuant to the contract with the Department. The Vendor/Consultant/Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with the City of Margate; and
- c) Should vendor become successful Contractor awarded for the above-named project, by entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination and shall be liable for any additional costs incurred by the City as a result of the termination.

COMPANY CONTACT INFORMATION

Company Name:
Authorized Signature:
Print Name:
Title
Date:
Phone:
Email:
Website:

ATTACHMENT A

SAMPLE INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A:	
	INSURER B:	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
X	GENERAL LIABILITY					EACH OCCURRENCE \$ 2M
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	<input checked="" type="checkbox"/>				DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 5K
						PERSONAL & ADV INJURY \$ 1M
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$ 1M
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					PRODUCTS - COM/POP AGG \$ 1M
X	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$ 2M
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB					EACH OCCURRENCE \$
	EXCESS LIAB					AGGREGATE \$
	DED RETENTION \$					\$
X	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH)					E.L. EACH ACCIDENT \$ 100K
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$ 100K
						E.L. DISEASE - POLICY LIMIT \$ 300K

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The City of Margate shall be listed as additional insured as required by the Agreement.

CERTIFICATE HOLDER

CANCELLATION

The City of Margate 5790 Margate Boulevard Margate FL 33063	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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ATTACHMENT B

SAMPLE CONTRACT

CONTRACT

THIS CONTRACT, made and entered into this ____ day of _____, 20____, by and between:

CITY OF MARGATE, FLORIDA, a municipal corporation organized and existing under the laws of the State of Florida, 5790 Margate Blvd., Margate, Florida, 33063, (hereinafter referred to as "CITY"); and _____ (hereinafter referred to as "CONTRACTOR").

WITNESSETH:

IN CONSIDERATION of the mutual covenants and conditions as herein expressed and of the faithful performance of all such covenants and conditions, the parties do mutually agree as follows:

ARTICLE I

THE CONTRACT DOCUMENTS

The Contract Documents consist of all of the following: Notice Inviting Bid, Instructions to Bidders, Special Conditions, Bid Proposal Form, Schedule of Bid Prices, Information Required of Bidders, Bid Bond, Reference Sheet, Non-Collusive Affidavit, Drug-Free Workplace Form, Scrutinized Companies Certification, E-Verify Form, Performance Bond, and Certificate of Insurance, and which are made a part of this CONTRACT, or any additional documents which are required to be submitted under the CONTRACT, and all amendments, modifications and supplements issued on or after the effective date of the CONTRACT.

ARTICLE 2

SCOPE OF THE WORK

CONTRACTOR shall furnish all of the labor, materials, equipment, transportation, supplies, and services necessary to perform all of the work required by the Contract Documents for:

COMMUNITY SHUTTLE SERVICES

BID NO. 2023-007

This CONTRACT shall be governed in accordance with the Procurement Requirements for Federal grants, as provided for in Title 2 Code of Federal Regulations (CFR) Part 200 in order to be eligible for reimbursement under the Public Assistance Program. All applicable requirements including Davis-Bacon wage requirements and other Title 2 Code of Federal Regulations (CFR) Part 200 stipulations shall apply to this CONTRACT.

ARTICLE 3

CONTRACT TIME

The work to be performed under this CONTRACT shall be commenced upon the date of Contract Commencement specified in the Notice to Proceed. The initial contract term will be for a period of (3) three years with the option to renew for (2) additional one year terms.

ARTICLE 4

RATES

The CONTRACTOR shall invoice for payment for work completed. Payment shall be made upon submitted hourly rates for providing all services necessary to execute, complete and deliver the required services in accordance with BID 2023-007.

1. Prices shall remain firm for the Contract period and may be adjusted upon request by the CONTRACTOR at the time of renewal, by an amount that is equal to the percentage change in the Consumer Price Index (CPI), as published by the U.S. Department of Labor, Bureau of Labor Statistics, or its successor agency for all urban consumers in the Miami-Fort Lauderdale area, during the most recent twelve consecutive month period from June of the previous year.
2. This price shall be full compensation for all costs associated with completion of all the work in full conformity with the requirements as stated or shown, or both in the Contract Documents.

ARTICLE 5

PAYMENT

1. The CONTRACTOR shall requisition payment for work completed. Payment shall be made as above provided upon full completion of the job as determined by CITY together with properly executed releases of liens by all subcontractors, suppliers and materialmen as may be required by CITY. CITY shall make payment to CONTRACTOR within ____ calendar days after its approval.
2. CITY may withhold in whole or in part, payment to such extent as may be necessary to protect itself from loss on account of:
 - a. Defective work not remedied.
 - b. Claims filed or unreasonable evidence indicating the probable filing of claims by other parties against the CONTRACTOR.
 - c. Failure of the CONTRACTOR to make payment to subcontractors or suppliers for materials or labor.
 - d. Damage to the CITY or to another CONTRACTOR not remedied.
 - e. Reasonable evidence that the work cannot be completed for the unpaid balance of the Contract Time.
 - f. Reasonable evidence that the work will not be completed within the Contract Time.
 - g. Persistent failure to carry out the work in accordance with the Contract Documents.

When the above grounds are removed or resolved or the CONTRACTOR provides a surety bond or a consent of surety satisfactory to the CITY which will protect the CITY in the amount withheld, payment may be made in whole or in part.

ARTICLE 6

FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the CITY to the CONTRACTOR when all outstanding work has been completed and all controversy regarding the preceding has been settled to the CITY'S satisfaction.

ARTICLE 7

MISCELLANEOUS PROVISIONS

1. Terms used in this CONTRACT which are defined in the Special and General Conditions of the CONTRACT shall have the meanings designated in those Conditions.
2. This CONTRACT shall have been deemed to have been executed within the State of Florida. The validity, construction, and effect of this Agreement shall be governed by the laws of the State of Florida. Any claim, objection, or dispute arising out of this Agreement shall be litigated only in the Seventeenth Judicial Circuit in and for Broward County, Florida.

No waiver of any provision, covenant, or condition within this CONTRACT or of the breach of any provision, covenant, or condition within this agreement shall be taken to constitute a waiver of any subsequent breach of such provision, covenant, or condition.

3. CONTRACTOR shall not assign or transfer the CONTRACT or its rights, title or interests therein without CITY'S prior written approval. The obligations undertaken by CONTRACTOR pursuant to the CONTRACT shall not be delegated or assigned to any other person or firm unless CITY shall first consent in writing to the assignment. Violation of the terms of this Paragraph shall constitute a breach of CONTRACT by CONTRACTOR and the CITY may, at its discretion, cancel the CONTRACT and all rights, title and interest of CONTRACTOR shall thereupon cease and terminate.
4. This agreement, and attachments, represents the entire understanding of the parties as to the matters contained herein. No prior oral or written understanding shall be of any force and effect with respect to those matters covered hereunder. This agreement may only be modified by amendment in writing signed by each party.
5. **THE PARTIES TO THIS CONTRACT HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY ACTION, PROCEEDING, LAWSUIT OR COUNTERCLAIM BASED UPON THE CONTRACT, ARISING OUT OF, UNDER, OR IN CONNECTION WITH THE MATTERS TO BE ACCOMPLISHED IN THIS AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR THE ACTIONS OR INACTIONS OF ANY PARTY.**
6. **PUBLIC RECORDS:** The CONTRACTOR shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and specifically agrees to:
 - a. Keep and maintain public records required by the City of Margate to perform the service.
 - b. Upon request from the City of Margate's custodian of public records, provide the City of Margate with a copy of the requested records or allow the records to be

inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

- c. 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 Agreement term and following completion of the Agreement if the CONTRACTOR does not transfer the records to the City of Margate.
- d. Upon completion of the Agreement, transfer, at no cost, to the City of Margate all public records in possession of the CONTRACTOR or keep and maintain public records required by the City of Margate to perform the service. If the CONTRACTOR transfers all public records to the City of Margate upon completion of the Agreement, 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 Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City of Margate, upon request from the City of Margate's custodian of public records, in a format that is compatible with the information technology systems of the City of Margate.
- e. **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:**

Telephone number:

(954) 972-6454

E-mail address: recordsmanagement@margatefl.com

Mailing address:

5790 Margate Boulevard

Margate, FL 33063

- 7. SCRUTINIZED COMPANIES:** In accordance with s. 287.135, Florida Statutes, as amended, a company is ineligible to, and may not bid on, submit a proposal for, or enter into or renew a CONTRACT with an agency or local governmental entity for goods or services of:

8.1 Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such CONTRACT, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

.1 One million dollars or more, if, at the time of bidding on, submitting a proposal for, or entering into or renewing such CONTRACT, the company:

.2 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.73, Florida Statutes; or

.3 Is engaged in business operations in Cuba and Syria.

8.2 By submitting a bid, proposal or response, the company, principals or owners certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations in Syria.

8.3 The City reserves the right to terminate this CONTRACT if CONTRACTOR is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

9. INDEMNIFICATION: CONTRACTOR will indemnify and defend the City's officers, directors, and employees ("Agency Indemnitees") from and against all claims, demands, losses, liabilities, reasonable costs and expenses arising out of a claim by a third party against an Agency Indemnitee resulting from any negligent act, error or omissions, or willful misconduct of the CONTRACTOR under or related to this Agreement, except in the case of negligent acts, omissions, or willful misconduct of the City or claims that fall under Workers Compensation Coverage.

10. TERMINATION: (a) Termination for Cause - In the event the Successful Offeror (CONTRACTOR) shall default in any of the terms, obligations, restrictions or conditions in the CONTRACT documents, the City shall give the CONTRACTOR written notice by certified mail 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 the CONTRACTOR has failed to correct the condition(s) of the default or the default is not remedied to the satisfaction and approval of the City, the City shall have all legal remedies available to it, including, but not limited to termination of the CONTRACT in which case the CONTRACTOR shall be liable for any and all damages permitted by law arising from the default and breach of the CONTRACT. (b) Termination for Convenience - Upon thirty (30) calendar days written notice to the CONTRACTOR, the City may without cause and without prejudice to any other right or remedy, terminate the CONTRACT for the City's convenience whenever the City determines that such termination is in the best interest of the City. Where the CONTRACT is terminated for the convenience of the City, the notice of termination to the CONTRACTOR must state that the CONTRACT is being terminated for the convenience of the City under the termination clause and the extent of termination. The CONTRACTOR shall discontinue all work on the appointed last day of service. (c) Cancellation for Unappropriated Funds - The obligation of the City for payment to a CONTRACTOR is limited to the availability of funds appropriated in a current fiscal period, and continuation of the CONTRACT into a subsequent fiscal period, regardless of Contract Term, is subject to appropriation of funds, unless otherwise authorized by law.

11. Notices:

All notices required by any of the Contract Documents shall be in writing and shall be deemed delivered upon mailing by certified mail, return receipt requested to the following:

The business address of the CONTRACTOR is:

The business address of the CITY is:

City Manager
City of Margate
5790 Margate Blvd.
Margate, Florida 33063

All "Notice to Owner / Notice of CONTRACTOR" forms are to be sent to:

Mr. Gio Batista, Public Works Director
102 Rock Island Road
Margate, FL 33063
954-972-8126

8. E-VERIFY

1) Definitions:

“CONTRACTOR” means a person or entity that has entered or is attempting to enter into a CONTRACT with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration.

“Subcontractor” means a person or entity that provides labor, supplies, or services to or for a CONTRACTOR or another subcontractor in exchange for salary, wages, or other remuneration.

- 2) Effective January 1, 2021, public and private employers, CONTRACTORS and subcontractors will begin required registration with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/CONTRACTOR acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:
- a) All persons employed by Vendor/Consultant/CONTRACTOR to perform employment duties within Florida during the term of the CONTRACT; and
 - b) All persons (including subvendors/subconsultants/subcontractors) assigned by Vendor/Consultant/CONTRACTOR to perform work pursuant to the CONTRACT with the Department. The Vendor/Consultant/CONTRACTOR acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the CONTRACT is a condition of the CONTRACT with the City of Margate; and
 - c) By entering into this CONTRACT, the CONTRACTOR becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The CONTRACTOR shall maintain a copy of such affidavit for the duration of the CONTRACT. Failure to comply will lead to termination of this CONTRACT, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this CONTRACT is terminated for a violation of the statute by the CONTRACTOR, the CONTRACTOR may not be awarded a public contract for a period of 1 year after the date of termination and shall be liable for any additional costs incurred by the City as a result of the termination.

IN WITNESSETH WHEREOF, CITY and CONTRACTOR have signed this CONTRACT in duplicate. One counterpart each has been delivered to CITY and CONTRACTOR. All portions of the CONTRACT Documents have been signed or identified by CITY and CONTRACTOR.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

CITY OF MARGATE

Anthony N. Caggiano, Mayor

Cale Curtis, City Manager

____ day of _____, 20____

____ day of _____, 20____

ATTEST:

APPROVED AS TO FORM:

Jennifer M. Johnson, City Clerk

David N. Tolces, Interim City Attorney

____ day of _____, 20____

____ day of _____, 20____

FOR CONTRACTOR

FOR CORPORATION:

President (signature)

(Print Name)

____ day of _____, 20____

Secretary (signature)

(Print Name)

(CORPORATE SEAL)

____ day of _____, 20____

**AGREEMENT BETWEEN CITY OF MARGATE AND CONTRACTOR FOR COMMUNITY SHUTTLE
SERVICES THE PROPOSED**

EXHIBIT A

SERVICE SCHEDULES, ROUTES, AND MAPS

A&As ROUTES COMMUNITY BUS SERVICE

The City of Margate and Broward County Transit (BCT) have partnered to provide the A&As route. This community bus service will increase the number of destinations and connections that can be reached through public transit. Destinations along the A&As routes include: Margate Terminal, NW Medical Center, Coral Landings (Publix), Turtle Creek Dr, (Walmart), LakeWood Plaza (Harbor Freight, Walmart, Marshalls), Peppertree Plaza (Winn-Dixie), and Palm Lakes Plaza (Publix).

Connections are available to BCT routes 19, 34, 42, 60, 83, 441 Breeze, Coral Springs Blue Community Bus, Coconut Creek North/South Community Bus, and Margate Route C & D Community Bus (Monday through Friday).

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

The Margate A&As Community Bus Routes are FREE of charge, but riders making connections to BCT routes and Coral Springs Community Bus are expected to pay the appropriate fares.

HOURS OF OPERATION

A ROUTE: Monday through Friday:
7:30 am – 4:30 pm

As ROUTE: Saturday only: 7:30 am – 4:47 pm

The A&As Community Bus Routes operate approximately every 60 to 70 minutes, with assigned stops. Please refer to the timetable and map on the reverse side of this pamphlet. The bus will operate as close to schedule as possible. Traffic conditions and/or inclement weather may cause the bus to arrive earlier or later than the expected time. Please allow yourself enough time when using this service. The Margate Community Bus Routes will not operate once a hurricane warning has been issued or if other hazards do not allow for the safe operation of the bus.

HOLIDAYS

The A&As Community Bus Routes do not operate on the following holidays observed by the City of Margate:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

BIKE RACKS

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

Loading

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

Unloading

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



BROWARD COUNTY
BOARD OF COUNTY COMMISSIONERS
TRANSPORTATION DEPARTMENT
An equal opportunity employer and
provider of services.

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

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

3,000 copies of this public document were promulgated at a gross cost of \$43.00 or \$0.018 per copy to inform the public about Broward County Transit (BCT) and Margate A & As Route Printed 5/16

Information

For more information about Margate Inner-City Transit (MIT) routes and connections, call:

Limousines of South Florida
954-463-0845

Office Hours
Monday through Friday
6 am - 9 pm

Hearing-speech impaired/TTY
954-956-9268

Visit the City of Margate's web site at:
www.margatefl.com

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

BCT Rider Info
954-357-8400

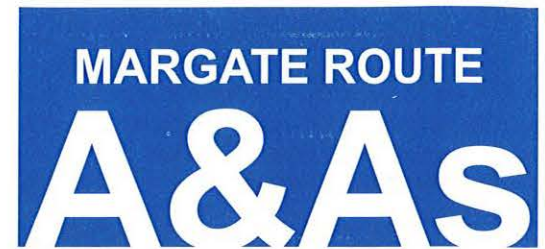
Hearing-speech impaired/TTY
954-357-8302



Visit Broward County Transit's web site
at:

www.Broward.org/BCT

This publication can be made available
in LARGE PRINT, tape cassette, or
braille by request.

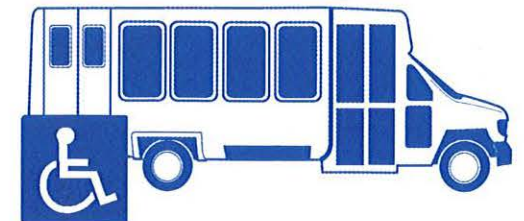


BCT Route 753 M-F
BCT Route 754 Sat.



CITY OF
MARGATE
Together We Make It Great

Margate
Inner-City Transit



Effective: March 2016

ROUTE A&As



MONDAY THROUGH FRIDAY

ROUTE A

EASTBOUND To Hwy. 441

WESTBOUND

To Margate Terminal, NW Medical, Coral Landings, Wal-Mart

To Holiday Springs

Holiday Springs Shopping Center	Royal Palm Blvd. & NW 63 Ave.	Margate Terminal	NW Medical Center	Peppertree Plaza Sample Rd. & US 441	Publix Coral Landings	Wal-Mart Turtle Creek Dr. & Turtle Run Plaza	Holiday Springs Blvd. & Sample Road
1	2	3	4	5	6	7	1
7:30a	7:40a	7:50a	7:57a	8:03a	8:13a	8:20a	8:30a
8:30a	8:40a	8:50a	8:57a	9:03a	9:13a	9:20a	9:30a
9:30a	9:40a	9:50a	9:57a	10:03a	10:13a	10:20a	10:30
10:30a	10:40a	10:50a	10:57a	11:03a	11:13a	11:20a	11:30a
11:30a	11:40a	11:50a	11:57a	12:03p	12:13p	12:20p	12:30p
12:30p	12:40p	12:50p	12:57p	1:03p	1:13p	1:20p	1:30p
1:30p	1:40p	1:50p	1:57p	2:03p	2:13p	2:20p	2:30p
2:30p	2:40p	2:50p	2:57p	3:03p	3:13p	3:20p	3:30p
3:30p	3:40p	3:50p	3:57p	4:03p	4:13p	4:20p	4:30p

NUMBERS INDICATE TIME POINTS ON THE MAP.

SATURDAY

ROUTE AS

EASTBOUND To Hwy. 441

WESTBOUND

To Palm Lake Plaza, Lakewood Wal-Mart, 441/Margate Blvd.

To Holiday Springs

Holiday Springs Shopping Center	Peppertree Plaza Sample Rd. & US 441	NW Medical Center	US 441 & Margate Blvd.	Margate Terminal	Atlantic Blvd. & West Palm Dr.	Lakewood Plaza (Harbor Freight)	Lakewood Plaza (Marshalls)	Lakewood Plaza (Wal-Mart)	Atlantic Blvd. & NW 66 Ave.	Palm Lakes Plaza Margate - Publix	NW 18 ST/NW 80 Ave. & Rock Island Rd.	Holiday Springs Shopping Center
1	2	3	4	5	6	7	8	9	10	11	12	1
7:30a	7:38a	7:44a	7:49a	7:51a	8:00a	8:03a	8:05a	8:07a	8:13a	8:20a	8:29a	8:37a
8:40a	8:48a	8:54a	8:59a	9:01a	9:10a	9:13a	9:15a	9:17a	9:23a	9:30a	9:39a	9:47a
9:50a	9:58a	10:04a	10:09a	10:11a	10:20a	10:23a	10:25a	10:27a	10:33a	10:40a	10:49a	10:57a
11:00a	11:08a	11:14a	11:19a	11:21a	11:30a	11:33a	11:35a	11:37a	11:43a	11:50a	11:59a	12:07p
12:10p	12:18p	12:24p	12:29p	12:31p	12:40p	12:43p	12:45p	12:47p	12:53p	1:00p	1:09p	1:17p
1:20p	1:28p	1:34p	1:39p	1:41p	1:50p	1:53p	1:55p	1:57p	2:03p	2:10p	2:19p	2:27p
2:30p	2:38p	2:44p	2:49p	2:51p	3:00p	3:03p	3:05p	3:07p	3:13p	3:20p	3:29p	3:37p
3:40p	3:48p	3:54p	3:59p	4:01p	4:10p	4:13p	4:15p	4:17p	4:23p	4:30p	4:39p	4:47p

NUMBERS INDICATE TIME POINTS ON THE MAP.

The Margate A&As Community Bus Routes are FREE of charge, but riders making connections to BCT routes are expected to pay the appropriate fares.

MARGATE C ROUTES COMMUNITY BUS SERVICE

The City of Margate and Broward County Transit (BCT) have partnered to provide the C Route. This community bus service will increase the number of destinations and connections that can be reached through public transit. Destinations along the **Margate C** Route include: Margate Terminal, Coral Square Mall, Holiday Springs and surrounding neighborhoods.

Connections are available to BCT routes 2, 19, 34, 42, 62, 83, 441 and University Breeze, Coral Springs Blue Community Bus, Coconut Creek South Community Bus, and Margate Route A & D Community Bus.

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

The **Margate C** Community Bus Route is FREE of charge, but riders making connections to BCT routes and Coral Springs Community Bus are expected to pay the appropriate fares.

HOURS OF OPERATION

Margate C ROUTE: Monday through Friday:
7:30 am – 4:30 pm

The **Margate C** Community Bus Route operates approximately every 60 minutes, with assigned stops. Please refer to the timetable and map on the reverse side of this pamphlet. The bus will operate as close to schedule as possible. Traffic conditions and/or inclement weather may cause the bus to arrive earlier or later than the expected time. Please allow yourself enough time when using this service. The **Margate C** Community Bus Route will not operate once a hurricane warning has been issued or if other hazards do not allow for the safe operation of the bus.

HOLIDAYS

The **Margate C** Community Bus Route does not operate on the following holidays observed by the City of Margate:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

BIKE RACKS

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

Loading

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

Unloading

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



**BROWARD COUNTY BOARD OF COUNTY
COMMISSIONERS TRANSPORTATION DEPARTMENT**
An equal opportunity employer and provider of services.

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

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

3,000 copies of this public document were promulgated at a gross cost of \$43.00 or \$0.018 per copy to inform the public about Broward County Transit (BCT) and Margate C Route. Printed 6/16

Information

For more information about Margate Inner-City Transit (MIT) routes and connections, call:

Limousines of South Florida
954-463-0845

Office Hours
Monday through Friday
6 am - 9 pm

Hearing-speech impaired/TTY
954-956-9268

Visit the City of Margate's web site at:
www.margatefl.com

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

BCT Rider Info
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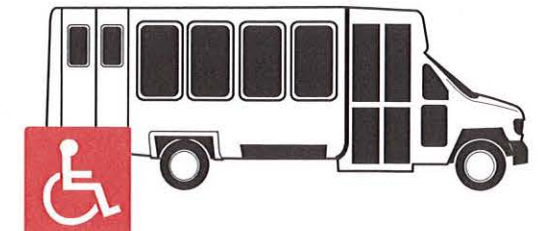
MARGATE
Route **C**

BCT Route 710



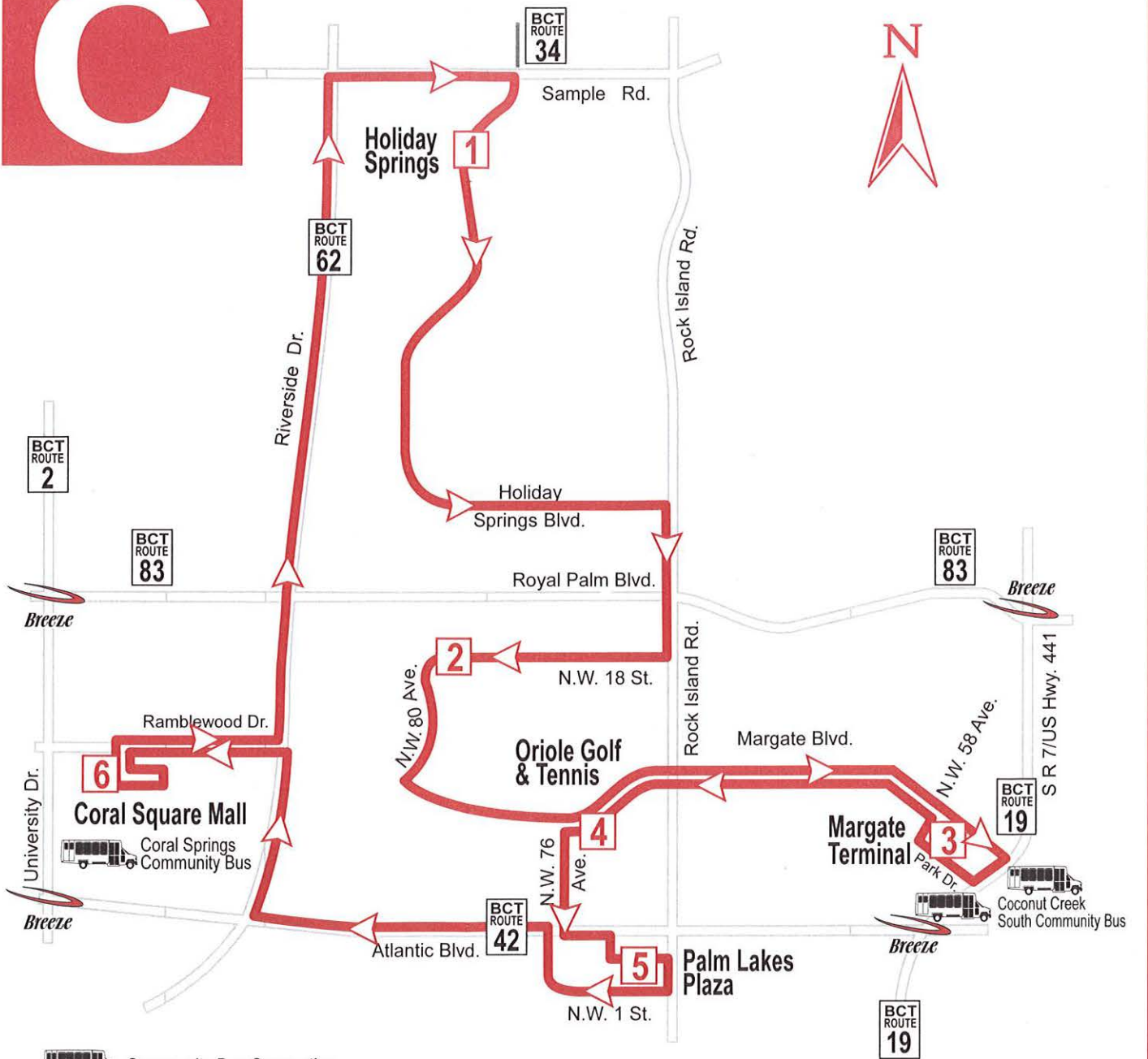
CITY OF
MARGATE
Together We Make It Great

Margate
Inner-City Transit



Effective: March 2016

ROUTE
C



**HOLIDAY SPRINGS • MARGATE TERMINAL
PALM LAKES PLAZA • CORAL SQUARE MALL**
MONDAY THROUGH FRIDAY

ROUTE C							
SOUTHBOUND			WESTBOUND			NORTHBOUND	
To Margate Terminal			To Coral Square Mall			To Holiday Springs	
Holiday Springs Blvd. & Sample Road	NW 18 St. & NW 80 Ave.	Margate Terminal	Margate Blvd & Golf Circle Dr.	Palm Lakes Plaza	Coral Square Mall	Coral Square Mall	Holiday Springs Blvd. & Sample Road
1	2	3	4	5	6	6	1
7:30	7:35	7:50	7:55	8:00	8:10	8:15	8:25
8:30	8:35	8:50	8:55	9:00	9:10	9:15	9:25
9:30	9:35	9:50	9:55	10:00	10:10	10:15	10:25
10:30	10:35	10:50	10:55	11:00	11:10	11:15	11:25
11:30	11:35	11:50	11:55	12:00	12:10	12:15	12:25
12:30	12:35	12:50	12:55	1:00	1:10	1:15	1:25
1:30	1:35	1:50	1:55	2:00	2:10	2:15	2:25
2:30	2:35	2:50	2:55	3:00	3:10	3:15	3:25
3:30	3:35	3:50	3:55	4:00	4:10	4:15	4:30

NUMBERS INDICATE TIME POINTS ON THE MAP

The **Margate C** Community Bus Route is FREE of charge, but riders making connections to BCT routes are expected to pay the appropriate fares.

MARGATE D ROUTE COMMUNITY BUS SERVICE

The City of Margate and Broward County Transit (BCT) have partnered to provide the D Route. This community bus service will increase the number of destinations and connections that can be reached through public transit. Destinations along the **MARGATE D** Route include: Margate Terminal, Lakewood Plaza (Walmart, Marshall's, Walgreens) Palm Lakes Plaza, Applegreen, Oakland Hills, Teleperformance, and surrounding neighborhoods.

Connections are available to BCT Routes 19, 42, 60, 62, 441 Breeze, Coconut Creek South Community Bus, and Margate Routes A & C Community Bus.

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

The **Margate D** Community Bus Route is FREE of charge, but riders making connections to BCT routes and Coral Springs Community Bus are expected to pay the appropriate fares.

HOURS OF OPERATION

Margate D ROUTE: Monday through Friday:
7:20 am – 4:20 pm

The **Margate D** Community Bus Route operates approximately every 60 minutes, with assigned stops. Please refer to the timetable and map on the reverse side of this pamphlet. The bus will operate as close to schedule as possible. Traffic conditions and/or inclement weather may cause the bus to arrive earlier or later than the expected time. Please allow yourself enough time when using this service. The **Margate D** Community Bus Route will not operate once a hurricane warning has been issued or if other hazards do not allow for the safe operation of the bus.

HOLIDAYS

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- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

BIKE RACKS

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Loading

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

Unloading

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



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**MARGATE
Route**

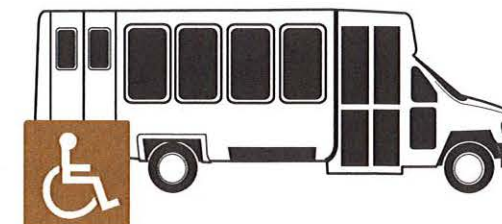


BCT Route 711

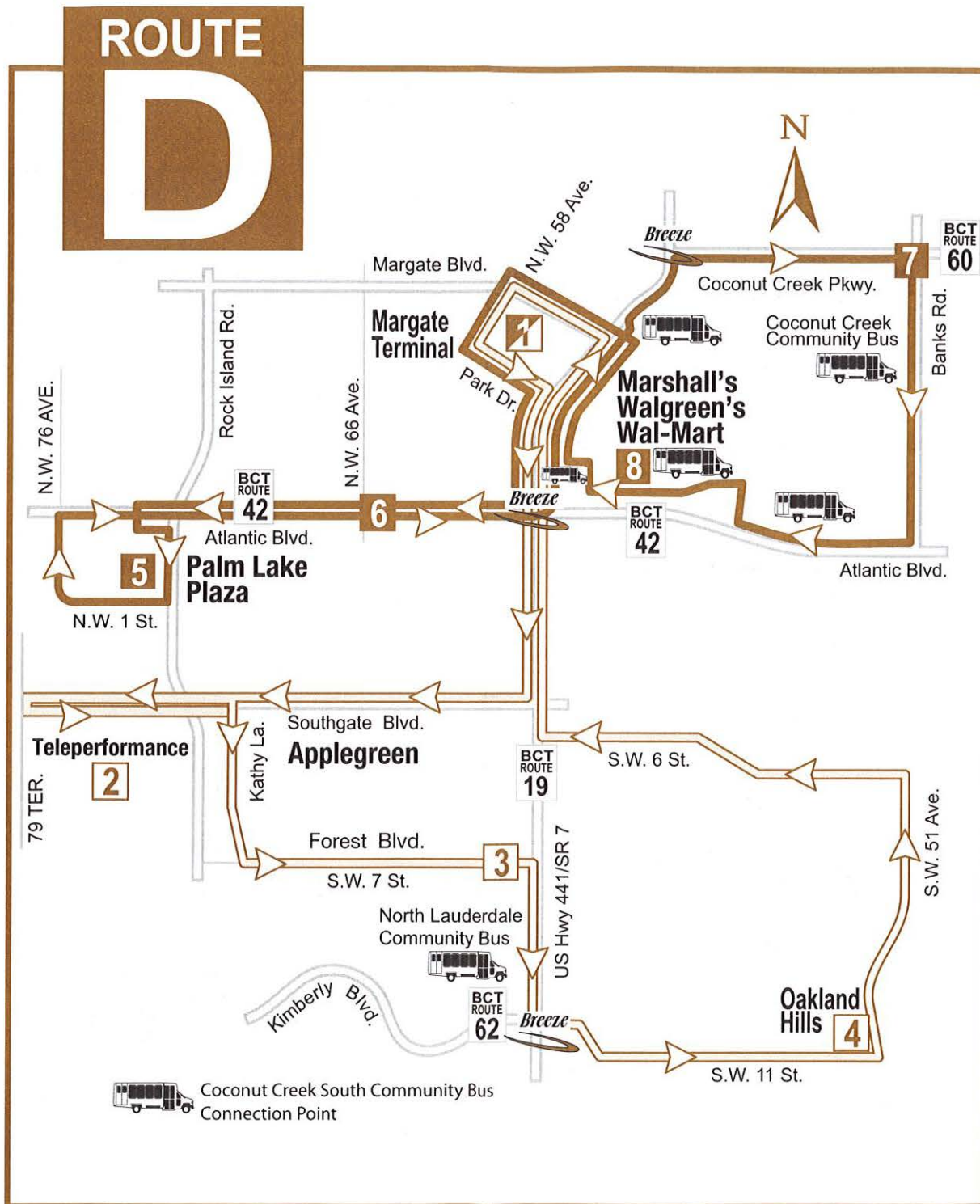


**CITY OF
MARGATE**
Together We Make It Great

**Margate
Inner-City Transit**



Effective: March 2016



**MARGATE TERMINAL • SOUTHGATE BLVD. • FOREST BLVD. AT
APPLEGREEN • OAKLAND HILLS • PALM LAKES PLAZA •
LAKEWOOD PLAZA**

MONDAY THROUGH FRIDAY

ROUTE D										
SOUTHBOUND				WESTBOUND		EASTBOUND				
To T.A.G., Apple Green, Oakland Hills				To Palm Lakes Plaza		To Coconut Creek Pkwy, Banks Rd.				
Margate Terminal	Teleperformance on Southgate Blvd. & NW 75 Terr.	Forest Blvd. & US 441 Applegreen	Oakland Hills	Margate Terminal	Palm Lake Plaza	Palm Lake Plaza	Atlantic Blvd & NW 66 Ave.	Coconut Creek Pkwy & Banks Rd.	Lakewood Plaza Wal-Mart	Margate Terminal
1	2	3	4	1	5	5	6	7	8	1
7:20	7:28	7:32	7:37	7:47	7:57	8:02	8:07	8:12	8:17	8:20
8:20	8:28	8:32	8:37	8:47	8:57	9:02	9:07	9:12	9:17	9:20
9:20	9:28	9:32	9:37	9:47	9:57	10:02	10:07	10:12	10:17	10:20
10:20	10:28	10:32	10:37	10:47	10:57	11:02	11:07	11:12	11:17	11:20
11:20	11:28	11:32	11:37	11:47	11:57	12:02	12:07	12:12	12:17	12:20
12:20	12:28	12:32	12:37	12:47	12:57	1:02	1:07	1:12	1:17	1:20
1:20	1:28	1:32	1:37	1:47	1:57	2:02	2:07	2:12	2:17	2:20
2:20	2:28	2:32	2:37	2:47	2:57	3:02	3:07	3:12	3:17	3:20
3:20	3:28	3:32	3:37	3:47	3:57	4:02	4:07	4:12	4:17	4:20

NUMBERS INDICATE TIME POINTS ON THE MAP.

The **Margate D** Community Bus Route is FREE of charge, but riders making connections to BCT routes are expected to pay the appropriate fares.

EXHIBIT B

**INTERLOCAL AGREEMENT BETWEEN BROWARD
COUNTY AND THE CITY OF MARGATE**

INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF MARGATE FOR COMMUNITY SHUTTLE SERVICE

This Interlocal Agreement ("Agreement") is made and entered into by and between Broward County, a political subdivision of the State of Florida ("County"), and City of Margate, a municipal corporation organized and existing under the laws of the state of Florida ("City") (County and City are collectively referred to as the "Parties").

RECITALS

- A. Public transportation services provided by County need to be supplemented to serve a greater number of people traveling within City.
- B. Public transportation resources are limited and must be used in the most efficient manner.
- C. The Parties acknowledge that additional public transportation is needed for residents of City and those persons traveling within City to supplement existing mass transit service provided by County.
- D. The Parties desire to provide an alternative form of public transit service to the residents of City and those persons traveling within City that does not duplicate existing mass transit service provided by County.
- E. City has expressed an interest in providing alternate transportation by utilizing vehicles provided by County to provide Community Shuttle Service.
- F. County desires to engage City to provide Community Shuttle Service under an agreement containing mutually satisfactory terms and conditions.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1. DEFINITIONS

The following definitions apply unless the context in which the word or phrase is used requires a different definition:

1.1 **ADA** means Americans with Disabilities Act of 1990, 42 USC Sections 12101 et seq. and the implementing regulations found in 29 C.F.R. Parts 1630, 1602; 28 C.F.R. Part 35, 49 C.F.R. Parts 27,37,38, 28 C.F.R. Part 36, and 47 C.F.R. Sections 64.601 et seq.

- 1.2 **BCT** means the Broward County Transit Division.
- 1.3 **Board** means the Board of County Commissioners of Broward County, Florida.
- 1.4 **Community Shuttle Service** means the public transportation service described herein, including Emergency Transportation Service, provided hereunder by City through the use of its employees or a Subcontractor.
- 1.5 **Contract Administrator** means the Director of the County's Transportation Department, or Deputy Director of the Transportation Department, or such other person designated by same in writing.
- 1.6 **Emergency Transportation Service** means the transportation service scheduled at the direction of County during periods of adverse weather or other emergency conditions as determined by County including, but not limited to, inclement weather, hurricane, earthquake, fire, flood, cloudburst, cyclone, or other natural phenomenon of a severe and unusual nature, act of a public enemy, epidemic, quarantine, restriction, embargo, or other periods of extreme or catastrophic events.
- 1.7 **Revenue Service Hour** means the time when any Vehicle is available to the general public and there is an expectation of carrying Community Shuttle passengers. Revenue Service Hour includes layover/recovery time but excludes deadhead (travel time from the yard to start of the route and from the end of the route to the yard) and maintenance testing.
- 1.8 **Subcontractor** means an entity or individual providing services to County through City for all or any portion of the work under this Agreement. The term "Subcontractor" shall include all subconsultants.
- 1.9 **Vehicle(s)** means the wheelchair accessible, passenger Vehicle(s), as described in Exhibit D.

ARTICLE 2. SCOPE

CITY'S OBLIGATIONS

2.1 **ROUTES**. City shall provide Community Shuttle Service for a minimum of twenty-four (24) hours per week to each of the locations and at the scheduled intervals ("Routes") set forth on the attached Exhibit A. Community Shuttle Service shall connect with County bus routes and other Community Shuttle Routes as set forth on Exhibit A. Community Shuttle Service shall not duplicate existing County bus service and must have connectivity to BCT fixed route bus service and to at least one (1) other City Community Shuttle route.

2.2 USE OF SUBCONTRACTOR. Community Shuttle Service may be performed by City through the use of its employees, or City may enter into a contract with a third party to perform the Community Shuttle Service. In the event City contracts with a third party, City shall remain fully responsible hereunder and shall ensure that its Subcontractor complies at all times with each and every term, condition, duty, and obligation imposed on City by this Agreement.

2.3 ADA. City shall at all times ensure that Community Shuttle Service is provided in full compliance with all applicable requirements of the Americans with Disabilities Act (ADA). To the extent any terms in this Agreement are inconsistent with the ADA, the requirements of the ADA shall control.

2.4 CHANGES IN ROUTES. City acknowledges and agrees that it shall not deviate from or make changes to the Routes established in Exhibit A, including, but not limited to, a decrease or increase in Revenue Service Hours, without the prior written consent of the Contract Administrator. City further acknowledges and agrees that funding under this Agreement is as set forth in Article 6, and County shall not compensate City for any deviations or changes from the Routes established in Exhibit A.

2.4.1 Change requests should be made in writing, on City letterhead, addressed to the Community Transit Officer (CTO). The requests should include at a minimum:

- (1) Nature of change requested;
- (2) Reason for change including supporting documentation such as letters from the community; and
- (3) Any available details and/or preliminary research or work done to support the change.

2.4.2 Change requests will be considered by County as outlined in Section 2.24 of this Agreement. The Contract Administrator will notify City, in writing, whether the request is approved.

2.5 FARES. If City and County determine a fare to be appropriate, City may institute such fare, subject to the conditions outlined herein, provided the fare shall not exceed County's fixed-route base one-way fare.

2.5.1 City's fare policies shall comply with 49 U.S.C. Section 5307(c)(1)(D), commonly referred to as the "half fare" requirement, and shall ensure that, during non-peak hours, a fare that is not more than fifty percent (50%) of the peak hour fare will be charged to any of the following:

- (1) A senior – an individual who is 65 years of age or older;

- (2) An individual who, because of illness, injury, age, congenital malfunction, or other incapacity or temporary or permanent disability, cannot use a public transportation service or a public transportation facility effectively without special facilities, planning, or design; and
- (3) An individual presenting a Medicare card issued to that individual under Title II or XVIII of the Social Security Act, 42 U.S.C. Sections 401 et seq. and 1395 et seq.

2.5.2 City shall:

- (1) Provide a formal written notice to the Contract Administrator at least sixty (60) calendar days prior to the implementation date of the proposed fare or fare change;
- (2) Hold a public hearing prior to the institution of any proposed fare or fare change in compliance with the procedures set forth in Section 2.6 below; and
- (3) Not implement the proposed fare or fare change prior to receiving County's written approval.

2.6 PUBLIC HEARING REQUIREMENTS. City, in compliance with the provisions of 49 U.S.C. Section 5307, shall hold a public hearing before its governing body as follows:

- (1) Prior to the implementation of or change in fares;
- (2) Prior to any change in service affecting twenty-five percent (25%) or more of the route miles, when calculated on total route miles or on daily revenue miles. A public hearing is required if either measure is above twenty-five percent (25%);
- (3) Prior to establishing a new Community Shuttle Service route;
- (4) Prior to discontinuing any Community Shuttle route in its entirety; and
- (5) Prior to implementing headway adjustments of more than fifteen (15) minutes.

2.6.1 At least one (1) Notice of Intent to Hold a Public Hearing must be published in a newspaper of general circulation in Broward County no less than ten (10) business days prior to the date of the public hearing. The notice shall contain, at a minimum:

- (1) A description of the contemplated service or fare change, as appropriate;

- (2) The date, time, and accessible location of the hearing;
- (3) The location and addressee to whom written comments may be sent; and
- (4) Criteria for requesting available accommodations and alternative formats.

2.6.2 If service changes are necessitated by road closures or road construction/repair, or interruptions due to hurricane or other natural disaster, the Contract Administrator may authorize service reductions on a temporary basis, without a prior public hearing, for a period not to exceed six (6) months. City shall use its best efforts to provide the public with the greatest advance notice possible through the use of flyers, handouts, or other printed material and shall include a telephone number that can be used to inquire further about the change or through which individual patrons may seek alternative format information.

2.6.3 City shall provide County with the public hearing notice and minutes of all public hearings held to satisfy the requirements of 49 U.S.C. Section 5307 within seven (7) calendar days after the public hearing.

2.7 BUS STOPS. It shall be City's sole responsibility to obtain any permission necessary to access or encroach upon any property for use as an origin and/or destination point associated with Community Shuttle Service (a bus stop).

2.7.1 Service. City shall ensure that all proposed bus stops are ADA compliant before revenue service starts. If a proposed bus stop is found to be non-ADA compliant it will not be used until it is made ADA compliant. If a proposed bus stop cannot be made ADA compliant due to cost, geography, right-of-way, etc., it will not be used.

- (1) County will review bus stops prior to start of service for ADA compliance. If County determines a bus stop to be ADA non-compliant, it will be removed and not used until City makes stop ADA compliant.
- (2) "Flag Stops," nondesignated bus stop locations at which a Vehicle stops on signal to allow passengers to board or alight a vehicle, are not acceptable and will not be used to support Community Shuttle Service.

2.8 MINIMUM REQUIRED PASSENGERS PER REVENUE HOUR. Within twelve (12) months after the commencement of Community Shuttle Service, City shall maintain a minimum average of 7.1 Passengers per Revenue Service Hour (PPRH) per route operated by City. City shall monitor trends relating to any reductions in PPRH and shall promptly notify County of possible conditions or remedies that are needed to address the reductions in passengers. It is understood and agreed between County and City that

City's failure to maintain a minimum average of 7.1 PPRH per Route during any rolling twelve (12) month period shall constitute a breach of this Agreement, entitling County to terminate this Agreement and shall entitle County to pursue any and all other remedies provided under this Agreement and any remedies available to County at law or in equity. City shall return any and all funds paid in advance to City for services that were not performed prior to the date specified in any written notice of termination. City shall return the funds no later than thirty (30) calendar days after receipt by City of the notice of termination.

- 2.8.1 County reserves the right to adjust the minimum required PPRH per route. County will provide twelve (12) months' advance written notice to City of any new required minimum average PPRH per route. If City fails to meet the 7.1 PPRH on a twelve (12) month rolling basis as a result of road closures, road construction/repair, or interruptions due to hurricane or other natural disasters, County may suspend the ridership criteria for up to twelve (12) months.

2.9 EMERGENCY TRANSPORTATION SERVICE. In addition to the scheduled Community Shuttle Service as set forth in Exhibit A, City, upon direction of the Contract Administrator, may be required to provide Emergency Transportation Service. Emergency Transportation Service may include, but shall not be limited to, evacuation and reverse evacuation transportation for individuals, as well as any other transportation deemed necessary by County. The Parties agree that extreme conditions or catastrophic events may not affect the operations of all cities equally and, at County's discretion, County may require City to authorize the use of any Vehicle(s) leased to City herein by County or any other City that has an agreement with County for Community Shuttle Service. City shall not be entitled to any compensation for the use of any Vehicle(s) that is(are) utilized by another City as set forth above. Fares shall not be collected from passengers during Emergency Transportation Service.

- 2.9.1 In the event of an emergency or natural disaster, City is required to call the CTO to advise of City's operations plan regarding actions to be implemented pre-event, during the event, and post-event. Should the need arise for use of assigned Vehicles, the CTO will coordinate with City and provide further instructions.

2.10 EMERGENCY RESPONSE PLAN (ERP). City shall have a plan, updated on an annual basis, to maintain operations during the occurrence of emergencies such as, but not limited to, periods of adverse weather or other emergency conditions including, but not limited to, inclement weather, hurricane, earthquake, fire, flood, cloudburst, cyclone, or other natural phenomenon of a severe and unusual nature, act of a public enemy, epidemic, quarantine or other restriction, embargo, or other periods of extreme or catastrophic events. Plans for backup telecommunications such as cellular phones, backup generators, and backup fuel sources and other alternatives shall be detailed in a written plan and submitted to County thirty (30) days after the effective date of this Agreement.

2.11 ON-BOARD SURVEYS. City shall allow any on-board surveys and/or inspections as may be requested by County.

2.12 PUBLIC TRANSIT PROVIDER. City, as a contracted public transit provider, shall comply with the provisions of Florida law relating to public transit providers, which shall include but not be limited to the requirements of Chapter 14-90, Florida Administrative Code, titled "Equipment and Operational Safety Standards for Bus Transit Systems," as currently enacted or as may be amended from time to time (Chapter 14-90).

2.13 OPERATION.

- 2.13.1 City shall be solely responsible for the operation of any Vehicle(s) in accordance with all federal, state, and local regulations which shall include, but not be limited to, the discharge of pollutants while operating, cleaning, fueling, and maintaining the Vehicle(s). City shall utilize every practicable safeguard to minimize the discharge of pollutants. City shall be responsible for and pay any fines, penalties, or damages for any fuel or oil spillage or other contaminants resulting from the Community Shuttle Service provided hereunder.
- 2.13.2 City shall be solely responsible to provide sufficient personnel, training, labor, and materials necessary to provide a high quality Community Shuttle Service which shall include, but not be limited to, all transportation, scheduling, dispatching, vehicle servicing, vehicle maintenance, reporting, and monitoring of the Community Shuttle Service required herein throughout the term of this Agreement.
- 2.13.3 City shall be solely responsible for the payment of all of its employees' wages and benefits and shall comply with all the requirements thereof including, but not limited to, employee liability, workers' compensation, unemployment insurance, Social Security, and any other mandated or optional employee benefits.
- 2.13.4 City shall be responsible to maintain Community Shuttle Service as described in Exhibit A. Should there be a service disruption on any route, City shall have forty-five (45) minutes to restore normal service levels. If City fails to restore normal services levels as required, County will reduce the next applicable invoice to reflect the missed service.
- 2.13.5 City shall obtain and provide to the Contract Administrator all required state and local permits and ensure that all Vehicle operators are properly licensed for the service which they are providing. City shall ensure that all Vehicle operators meet all requirements for performing Community Shuttle Service under federal, state, and local law, which shall include, but not be limited to, the requirements of Chapter 14-90.

- 2.13.6 Vehicle operators must successfully complete the County's required Operator Training program prior to operating any Vehicle(s) to provide the Community Shuttle Service set forth herein. County will schedule and provide the training at no cost to City. City must provide County with a minimum of fourteen (14) calendar days advance written notice when City needs to have additional Vehicle operators trained through County's Operators Training program. Employees who complete the training will receive a Certification of Completion.
- a. If approved in writing by County, City or Subcontractor may be eligible to provide its own operator training. Upon an operator's successful completion of the approved operator training, City shall provide a certificate of completion to County and a copy of which shall be kept in employee files by City and City's Subcontractor, as applicable.
- 2.13.7 During the term of this Agreement, the Contract Administrator may from time to time require additional training for the employees operating Vehicles. The Contract Administrator will provide at least fourteen (14) calendar days' notice of the required training. County will reimburse City for compensation paid to bus operators for participating in the required training.
- 2.13.8 City shall:
- a. Provide base of operation for Vehicle(s), operators, and Community Shuttle Service.
 - b. Comply with all Community Shuttle Service operations, and equipment and maintenance requirements established by BCT.
 - c. Comply with performance and safety standards required by Florida law and Chapter 14-90.
 - d. Hire, train, and supervise Vehicle operators. County shall schedule and conduct the Vehicle operators' mandatory training unless City has an approved training program.
 - e. Ensure that personnel working in the Community Shuttle program have the management, operations, and maintenance expertise required to carry out every obligation necessary to perform the Community Shuttle Service.
 - f. Supervise Community Shuttle Service operations.
 - g. Provide a means of direct communication between supervisors and Vehicle operators.
 - h. Comply with and make appropriate personnel available for County's monitoring and audits.

- i. Attend and participate in quarterly Community Shuttle Service partner meetings with County staff. If City utilizes a Subcontractor to provide Community Shuttle Service, a representative from City and a representative from Subcontractor shall attend the meetings.
- j. Implement the operating methods, procedures, protocols, and policies that County directs as integral to the efficient and effective operation of County's public transportation system.
- k. Respond to the Contract Administrator's requests for information in a timely manner.
- l. Submit annual data to the National Transit Database (NTD) as required Section 2.18 herein titled "Reporting and Recordkeeping Requirements."
- m. Develop, maintain, and keep current a written procedure for the investigation and reporting of accidents and incidents.
- n. Provide City's written procedure for reporting accidents and incidents to the Contract Administrator for approval prior to the start of Community Shuttle Service.

2.14 SUSPENSION OF OPERATIONS. When performance is made impossible, City may request verbal or written approval from County to suspend operations. After prior approval from County, City may suspend all or a portion of Community Shuttle Service as to which such approval has been obtained. If County gives verbal approval based upon the circumstances, the verbal approval shall be memorialized by County in writing within five (5) business days after the verbal approval.

2.15 VEHICLE OPERATORS. City shall obtain driving records from the Florida Department of Highway Safety and Motor Vehicles and shall obtain criminal background checks from the Florida Department of Law Enforcement for all Vehicle operators. Such records may also be obtained from other sources approved by the Contract Administrator. City shall require its Vehicle operators performing the services hereunder to notify City within twenty-four (24) hours after any conviction for any traffic violation (except parking). City shall not employ a Vehicle operator to perform Community Shuttle Service that does not meet the requirements of Florida law.

2.15.1 All employees operating a Vehicle must have a valid Commercial Driver's License, Class A or Class B with a passenger endorsement, for at least three (3) years (time spent driving on a learner's permit does not count towards this requirement). A Class C Commercial Driver's license will be permitted with a passenger endorsement so long as the Vehicle(s) do not contain airbrakes.

2.15.2 City shall not employ or retain any Vehicle operators or supervisors whose driving record, as compiled by the Florida Department of Highway Safety and Motor Vehicles, contains a conviction or plea of nolo

contendere regardless of whether adjudication was withheld, for any of the following:

- a. More than one (1) moving violation in the last three (3) years*.
- b. An at-fault accident in the last three (3) years*.
- c. Failure to Appear or a Failure to Pay in the last three (3) years*.
- d. Reckless Driving in the last seven (7) years*.
- e. Driving Under the Influence (DUI) within the last seven (7) years*. Two convictions (lifetime) for DUI is automatic disqualification.
- f. Suspension within the last three (3) years*. One suspension for PIP permitted.
- g. Manslaughter resulting from the operation of a motor vehicle.
- h. Hit and Run or Hit and Run with Property Damage.
- i. Reckless Driving causing injury.
- j. DUI causing injury.
- k. Any combination of driving violations that indicate a pattern of irresponsibility or poor judgment.

*All time periods shall be rolling.

2.15.3 City shall provide current copies of the following records of all employees that operate the Vehicle(s) to County's Safety Manager or the Contract Administrator. The records shall be provided at the time of hire and upon any change in status relating to any information set forth in the below listed record(s):

- a. Driving Record;
- b. Background Verification Record;
- c. Criminal Background information; and
- d. INS Employment Eligibility Form I-9

2.15.4 City shall maintain, at all times, an up-to-date personnel file for each Vehicle operator, which shall include the verifications required in Section 2.15.3 above and the employee's vehicle operator's license number and expiration date. In addition, City shall maintain, at all times,

a current employment roster of Vehicle operators and shall provide the Contract Administrator with a copy of the current employment roster and copies of all such verifications upon request. City shall provide the Contract Administrator with each employee's name and driver's license number when the operator is hired and prior to the operator participating in any required Vehicle operator training.

- 2.15.5 City shall ensure that all Vehicle operators and supervisors performing Community Shuttle Services comply with the following:
- a. Immediately prohibit any employee, who fails to meet the requirements necessary to operate a Vehicle under this Agreement, from operating any Vehicle(s) to provide the Community Shuttle Service.
 - b. Only allow Vehicle(s) to be operated by properly licensed operators.
 - c. Provide full utilization (ADA accessible) Vehicle(s) to disabled passengers.
 - d. Carry a valid Florida Commercial Driver's License Class A, B, or C with passenger endorsements issued by the state of Florida on their person while operating a Vehicle.
 - e. Immediately report any and all convictions of in-state or out-of-state moving violations and/or any loss of driving privileges due to suspension or revocation of the employee's driver's license.
 - f. Prohibit the use of any personal wireless communications devices while occupying the operator's seat of the Vehicle or while in the operating area of the Vehicle.
 - g. Prohibit reckless and unsafe driving, illegal parking, illegal stopping, or the commission of any other traffic violation while operating any Vehicle.
 - h. Provide County bus route timetables (schedules), maps, or other available BCT transit system information to any passenger requesting such material.

2.16 NONDISCRIMINATION ON THE BASIS OF DISABILITY. City shall comply with all applicable laws and regulations relating to nondiscrimination on the basis of disability, including, but not limited to the following:

- a. Section 504 of the Rehabilitation Act of 1973, as amended (Section 504), 29 U.S.C. Section 794, prohibits discrimination on the basis of disability by recipients of federal financial assistance.
- b. The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 et seq., prohibits discrimination against qualified individuals with disabilities in all programs, activities, and services of public entities, as well as imposes specific requirements on public and private providers of transportation.
- c. The United States Department of Transportation (DOT), Public Transportation Regulations implementing Section 504 and the ADA. These regulations include DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27, DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37, and Architectural and Transportation Barriers Compliance Board (ATBCB)/DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38, all as currently enacted or as may be amended from time to time.

2.17 DRUG AND ALCOHOL PROGRAM. City agrees to participate in County's drug and alcohol testing program, or establish and implement, subject to County review and approval, its own drug and alcohol testing program that complies with 49 C.F.R. Part 655. In addition, City agrees to produce any documentation necessary to establish its compliance with 49 C.F.R. Part 655, prior to the commencement of Community Shuttle Service, and shall permit any authorized representative of the DOT or its operating administrations, the State Oversight Agency, or County, to inspect City's facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 C.F.R. Part 655 and review the testing process.

- 2.17.1 City agrees to comply with the provisions established in the Drug Free Workplace Act of 1988 and the Omnibus Transportation Act of 1991.
- 2.17.2 City agrees to certify compliance with current Federal Transit Administration (FTA) regulations to the BCT Drug and Alcohol Program Manager, with a copy to the Contract Administrator, prior to the commencement of services under this Agreement and annually thereafter. A model format for certifying compliance is attached as Exhibit B.
- 2.17.3 City agrees to prepare, maintain, and submit annual Drug & Alcohol Management Information System (DAMIS) reports summarizing its drug and alcohol testing program results from the previous year. The annual reports covering the prior calendar year must be submitted to the BCT Drug and Alcohol Program Manager by a date determined by the

Contract Administrator, but no later than February 15th of each year. Additionally, City shall provide quarterly reports to the BCT Drug and Alcohol Program Manager summarizing its drug and alcohol testing results and shall permit the BCT Drug and Alcohol Program Manager to inspect its records during site visits, to ensure compliance with program requirements.

2.18 REPORTING AND RECORDKEEPING REQUIREMENTS. City shall maintain complete and accurate records of all Community Shuttle Services provided pursuant to this Agreement. City shall supply reports in compliance with the schedule and requirements set forth in Exhibit C and in any other format requested by County.

2.18.1 City is responsible for reporting data on a yearly basis through the NTD by January 31 of each year for the previous fiscal year data. Information should be compiled and reported at City's expense with guidance from City's NTD analyst and County as needed.

2.19 ANNOUNCEMENTS. If the Vehicle is not equipped with an automatic vehicle annunciation system that automatically announces major intersections, destination points and transfer points with other fixed routes, internally both audibly and on a signboard, or the system is not working properly, the Vehicle operator shall use the internal announcement feature of the on-board public address (PA) system to make the announcements set forth below. If the PA system is not available or is inoperable, the Vehicle operator shall make the following required announcements using his/her own voice loudly and clearly to be heard by all passengers:

- a. Transfer points with other fixed routes;
- b. Major intersections and destination points;
- c. Intervals/points of interest along a route to orient an individual with visual impairments or other disabilities to his or her location, especially if there is a long distance between other announcements; and
- d. Any stop requested by a passenger with a disability, even if it does not meet any of the other criteria for announcement.

2.20 CHARTER AND SCHOOL BUS REGULATIONS.

2.20.1 City shall comply with 49 U.S.C. Section 5323(d) and 49 C.F.R. Part 604, relating to charter service.

2.20.2 City shall comply with the provisions of 49 U.S.C. Section 5323(f) and 49 C.F.R. Part 605, relating to school bus operations.

2.21 TEXT TELEPHONE ("TTY"). City shall at all times, while providing the Community Shuttle Service set forth herein, have and maintain a proper working TTY number.

2.22 STANDARDS. City shall comply with the following:

- a. City, as a contracted public transit provider, shall comply with all applicable requirements of Chapter 14-90 of the Florida Administrative Code ("Chapter 14-90").
- b. Develop and adopt a System Safety Program Plan ("SSPP") and Security Program Plan ("SPP") that comply with the requirements set forth in Chapter 14-90. The SSPP and the SPP shall be provided to County prior to providing Community Shuttle Service.
- c. Permit inspections, and safety and security review by County and the state of Florida.
- d. Comply with the adopted SSPP and SPP and ensure that safety inspections have been performed no less than biannually on all Vehicles operated pursuant to the provisions of this Agreement and in compliance with Chapter 14-90.
- e. All accidents shall be reported immediately to law enforcement.
- f. Report to CTO all accidents or incidents, including passenger-related occurrences, and any non-routine events within twenty-four (24) hours via phone call and follow up with written notification via e-mail correspondence within seventy-two (72) hours to include a police report, if available, and/or City accident or incident report. If any accident or incident requires a passenger to be transported from the scene, immediately call the CTO.
- g. Vehicle(s) shall not be operated if the top or interior lights or the headlights or taillights are not functioning properly. Vehicle(s) shall not be driven unless the brakes, steering mechanism, tires, horn, windshield wipers, and driver's and passenger's side mirrors and rearview mirrors are in good working order.
- h. Advertising, if allowed by County on any Vehicle, shall not obstruct the driver's view and shall not obstruct the Vehicle's top lights or other lights. Signs that encourage, advertise for, or otherwise solicit driver tips are strictly prohibited.
- i. Speedometer shall be properly installed, in good working order, and exposed to the view of both the driver and the passenger(s).
- j. The interior of the Vehicle(s) shall be clean, sanitary, and free from torn or damaged upholstery or floor coverings, or damaged or broken seats.

- k. Door hinges and latches shall be in good mechanical working order and all doors shall operate easily and close securely.
- l. Vehicle(s) shall be structurally sound and operate with minimum noise, vibration, and visible exhaust fumes.
- m. The body, fenders, door trim, and grill of the Vehicle(s) shall be free from cracks, breaks, and dents, and the Vehicle shall be painted.
- n. Vision shall be unobstructed on all four (4) sides of the Vehicle(s).

COUNTY'S OBLIGATIONS

2.23 DRIVER TRAINING. County shall provide operators hired by City or its Subcontractors who have a valid Florida commercial driver license with training in passenger relations, rules of the road, and transit system information. All Florida commercial driver licensed operators shall be required to attend and successfully complete County's training program prior to operating the Vehicle(s) addressed herein. This requirement shall extend to any and all Florida commercial driver licensed operators employed at any time during the term of this Agreement.

2.23.1 City shall have the option of submitting its own training program to County's Director of Operations for vetting and approval. Upon approval, City shall be authorized to provide the necessary training for operators. The Contract Administrator shall be provided certificates for successful completion of training upon availability.

2.23.2 Vehicle operators shall be retrained every two (2) years during the term of this Agreement (refresher training) and County will reimburse City for compensations paid to bus operators for attending required training.

2.24 SERVICE PLANNING AND SCHEDULING ASSISTANCE. County shall provide service planning and scheduling assistance. All requests by City for assistance with the planning and scheduling of Community Shuttle Service routes must be submitted in writing by City and implementation shall coincide with the schedule established by County. A memorandum will be provided by County at the beginning of each fiscal year outlining the deadlines and effective dates for service changes. The memorandum may be updated on a quarterly basis as necessary and provided to City and its Subcontractor.

2.25 TIMETABLES. County shall print and provide bus route timetables to City that inform City residents and passengers of the Community Shuttle Service.

ARTICLE 3. VEHICLES

3.1 LEASE. County will lease to City Liquid Petroleum Gas (LPG) or Propane fueled wheelchair accessible, passenger Vehicle(s), as described in Exhibit D, to be used in

Community Shuttle Service as set forth in Exhibit A. Such Vehicle(s) shall comply with the Americans with Disabilities Act of 1990 and all applicable federal and state regulations. The Vehicle(s) shall be leased to City for Ten Dollars (\$10.00) per Vehicle, per year. Prior to the acceptance of the Vehicle(s) by City, City at its own cost shall have the right to inspect, or cause to be inspected, the Vehicle(s) by a mechanic designated by City.

3.2 REIMBURSEMENT. Should City choose to purchase a non-LPG/Propane bus or Vehicle to provide Community Shuttle Service, County will reimburse City on a per-Vehicle basis up to County's current purchase price of a Propane bus minus the propane conversion or similar type Vehicle (from the state contract).

3.3 USE. Vehicle(s) shall be provided by County to City at least forty-eight (48) hours prior to the commencement of Community Shuttle Service and shall be used exclusively to perform the Community Shuttle Services and Emergency Transportation Services set forth in this Agreement and for no other purpose. Subject to the provisions of this Agreement, City shall have the exclusive right to possession and control of Vehicle(s) and shall be fully responsible for the use thereof. Vehicle(s) shall not be used in any unlawful trade or for any unlawful purpose whatsoever, or in violation of this Agreement. City shall use Vehicle(s) in a careful and proper manner and shall comply with all federal, state, local, or other laws, regulations, requirements and rules with respect to the use, maintenance and operation of the Vehicle(s). City shall use only the Vehicle(s) identified in Exhibit D to provide Community Shuttle Service.

3.4 REPLACEMENT. County reserves the right, in its sole discretion to replace any Vehicle(s) with the same or like equipment when determined to be in the best interest of County. City's use of any replacement Vehicle(s) shall be subject to all terms and conditions of this Agreement. Should City choose to use a replacement Vehicle, a request must be made in advance to the Contract Administrator and approval will be in the form of a written amendment executed by the parties.

3.5 BIKE RACKS. Vehicle(s) shall be equipped with bicycle racks to transport non-motorized bicycles.

3.6 SPARE VEHICLE(S). County will provide to City a ten percent (10%) spare ratio of Vehicles. County may also provide a twenty percent (20%) spare ratio of Vehicles based on the age of the Vehicle. City's use of any spare Vehicle(s) shall be subject to all terms and conditions of this Agreement.

3.7 INSPECTIONS. County shall have the right to inspect, or cause to be inspected, the Vehicle(s). County may inspect the Vehicle(s) at any time, provided that such inspections shall not be scheduled in a manner that would have a detrimental impact on City's ability to perform Community Shuttle Service. Chapter 14-90 inspections are to be conducted twice per year at a minimum: once at the beginning of the calendar year and again halfway through the calendar year. Should extraordinary wear and tear and/or damage be identified by such inspections, County shall provide written notification to the

City regarding the repairs required to be performed on the Vehicle(s) due to damage or excessive wear and tear. Any Vehicle(s) determined by County to be unacceptable to provide service will be removed from service by City and all deficiencies corrected immediately. Failure by County to inspect or supply such written notification shall not imply County's acceptance that no extraordinary wear and tear or damage has occurred to the Vehicles. At County's request, City shall take the Vehicle(s) to a location designated by the Contract Administrator for inspection.

3.8 PRE-TRIP AND POST-TRIP INSPECTIONS. City shall conduct and document Pre-trip and Post-trip Vehicle inspections each day. The inspection shall include an inspection of every item that appears on the Pre-trip and Post-trip Vehicle inspection form attached as Exhibit E. City shall ensure that any and all defects are remedied as an integral part of the inspection process prior to placing the Vehicle(s) into Community Shuttle Service. City shall maintain onsite a written record of inspections of all Vehicles, which record shall be available to the Contract Administrator or his/her designee upon request.

3.9 INSPECTION AND MAINTENANCE RECORDS. City shall maintain a record of periodic inspections of all Vehicles, which records shall be available to the Contract Administrator for a minimum of four (4) years. City shall maintain and provide written documentation of preventive maintenance, regular maintenance, inspections, and repairs performed for each Vehicle throughout the term of this Agreement. City shall maintain onsite a written record of inspections and maintenance of all Vehicles; which records shall be available to the Contract Administrator or his/her designee. Inspection and repair records should include invoices that show labor and parts costs and a proper description of work done.

3.9.1 City shall upload within the time periods established in Exhibit C all maintenance and related documentation performed on each revenue service Vehicle in AssetWorks, or any subsequent maintenance tracking program as may be established therein. Should no maintenance be performed on any given revenue service Vehicle within the established time period, mileage for each Vehicle should be updated at the time of upload. Maintenance is including, but not limited to:

- a. Preventative maintenance;
- b. Repair work orders; and
- c. Annual/biannual inspections.

3.10 MAINTENANCE AND REPAIR. City shall maintain the Vehicle(s) and all its appliances and appurtenances, in a good state of repair and in efficient operating condition during the entire term of this Agreement. City shall be fully responsible for all maintenance and repair, of whatever kind or nature, of all Vehicle(s), which obligation shall include, but in no way be limited to, regularly scheduled routine maintenance, required inspections, and repairs.

- 3.10.1 Any Vehicle that becomes inoperable must be repaired and back in Community Shuttle Service within ten (10) business days of becoming inoperable. If a Vehicle(s) will not be back in revenue service within ten (10) business days due to the unavailability of parts or due to the nature of the repair, City shall notify the Contract Administrator in writing and include the reason for the delay. City must have written approval from the Contract Administrator for any repair that will keep Vehicle(s) out of Community Shuttle Service for more than ten (10) business days.
- 3.10.2 All maintenance on Vehicle(s) shall be performed by persons properly licensed and qualified to perform maintenance on Vehicle(s). City shall maintain the Vehicle(s) in compliance with BCT's and the manufacturer's standards for preventive maintenance. City shall develop a preventive maintenance schedule, which shall be approved by County prior to initiating Community Shuttle Service.
- 3.10.3 Vehicle parts necessary to maintain and repair Vehicles shall be provided by City. Vehicle parts must be Original Equipment Manufacturer (OEM) parts. City shall receive written approval from the Contract Administrator before beginning any major maintenance and/or repair. Major maintenance and repairs shall be defined as any maintenance or repair activity in which the total cost of parts and labor exceeds Two Thousand Five Hundred Dollars (\$2,500.00).
- 3.10.4 City shall not make any structural or other significant alterations or changes to Vehicle(s) without the prior written consent of the Contract Administrator.
- 3.10.5 City shall maintain any Vehicle(s) in clean appearance and safe and proper working mechanical condition at all times. Vehicle(s) shall be used in Community Shuttle Service in a manner so that any Vehicle(s) will accrue relatively equal mileage at any one time.

3.11 SIGNAGE AND ADVERTISING. All Vehicles shall display their assigned bus number in a minimum of four (4) inch numbers in the following locations:

- a. Above or beside the passenger entrance door(s);
 - b. On the exterior rear of the Vehicle;
 - c. On the exterior front of the Vehicle; and
 - d. On the interior of the Vehicle above the front windshield.
- 3.11.1 Vehicle(s) route identification information must contrast in color with the background color to which they are affixed.

- 3.11.2 Vehicle(s) shall display, at all times, destination signage specific to the Route and the direction being operated, if direction is applicable. The signage shall fit the opening as provided on the Vehicle(s). An ADA compliant route identification sign shall be displayed on the curb side of Vehicle(s) at all times.
 - 3.11.3 City shall maintain all interior signs placed by County.
 - 3.11.4 City shall not place advertisements of any kind or nature on any Vehicle(s) without the prior written approval of the Contract Administrator. If advertisements are allowed, all advertising shall conform to the BCT Advertising Guidelines and Regulations, as currently enacted or as may be amended from time to time.
 - 3.11.5 City shall ensure that Vehicles conspicuously display all branding, logos, taglines, or other messaging directed by County.
- 3.12 DAILY CLEANING. City shall ensure that each Vehicle is clean prior to beginning Community Shuttle Service each day as follows:
- a. Exterior washed;
 - b. Interior windows cleaned;
 - c. Non-carpeted floors are mopped with clean water and appropriate cleaning solution;
 - d. Non-upholstered seats are wiped down with clean water and appropriate cleaning solution;
 - e. Upholstered seats are vacuumed;
 - f. Pest control;
 - g. All handrails are wiped down with clean water and appropriate cleaning solution; and
 - h. Dispose of all refuse, newspapers, and other recyclable material remaining on board the Vehicle. Items remaining on the Vehicle that belong to customers shall be maintained and made available consistent with City's Lost and Found Policy which policy shall comply with Florida law. City's Lost and Found Policy must be approved by the Contract Administrator;
- 3.13 TITLE. Title to County-owned Vehicle(s) shall remain in County at all times, and City shall have no right, title to, or interest in the Vehicle(s) except the possessory rights expressly set forth in this Agreement. Any act of City purporting to create any claim, lien, or encumbrance shall be void. City shall keep the Vehicle(s) free and clear of any and all claims, liens, and encumbrances, and shall, at its expense, protect and defend County's title to the Vehicle(s) and shall protect and defend County's right of possession against all others. City shall return the Vehicle(s) to County free of any liens, claims, or encumbrances resulting from City's use of the Vehicle(s). City shall notify persons

furnishing repairs, supplies, towage, and other necessities to Vehicle(s) that City has no authority or right to incur, create, or permit to be imposed on Vehicle(s) any lien of any kind.

3.14 REGISTRATION. The registration of County-owned Vehicle(s) will be processed by County and the costs of such registrations will be paid by County.

3.15 INSTALLATION OF EQUIPMENT. County reserves the right to install equipment (hardware or software) determined necessary by County, including, but not limited to, automatic vehicle locators (AVL), computer aided dispatching (CAD) global positioning systems (GPS), mobile data computers (MDC) collectively referred to as "AVL/MDC Equipment", automatic passenger counters ("APC Equipment"), and wireless fidelity (Wi-Fi Equipment) in Vehicle(s). This may be done at a County or City facility. City agrees to make Vehicle(s) and facilities available for the installation of any equipment and to operate such equipment in compliance with all direction from County. If County installs any equipment in the Vehicle(s), Exhibit D shall be updated in an amendment that includes the equipment installed in the Vehicle(s).

3.15.1 Cost: The cost of AVL/MDC Equipment, APC Equipment, Wi-Fi Equipment, and installation of and training on the equipment shall be at County's expense. County shall be responsible for securing and paying for any recurring wireless (cellular), data, and voice service deemed necessary by County.

3.15.2 Delivery and Installation: County shall provide City with no less than ten (10) calendar days' prior written notice of the date the AVL/MDC Equipment, APC Equipment, and Wi-Fi Equipment will be installed in Vehicle(s) and City shall make the Vehicle(s) available on the date established by County. County will install, or cause to be installed, the AVL/MDC Equipment, APC Equipment, and Wi-Fi Equipment at a site to be determined by County. At the time of installation of the AVL/MDC Equipment, APC Equipment, and Wi-Fi Equipment into Vehicle(s), County shall prepare an itemized listing setting forth the components, and the serial numbers where applicable, of the AVL/MDC Equipment, APC Equipment, and Wi-Fi Equipment installed in each Vehicle and equipment installed at any City facility. City shall acknowledge receipt of the AVL/MDC Equipment, APC Equipment, and Wi-Fi Equipment in writing. City agrees to cooperate fully in the installation, testing, and training related to AVL/MDC Equipment.

3.15.3 Operations, Maintenance, and Repair: County shall provide City with reasonable assistance in the maintenance and operation of the AVL/MDC Equipment, APC Equipment, and Wi-Fi Equipment by responding to all inquiries and trouble reports concerning the operation or condition of the AVL/MDC Equipment, APC Equipment, and Wi-Fi Equipment if the inquiries or trouble reports are submitted, in writing, by City to the designated representative of County. Upon receiving such

inquiries or trouble reports, County shall either offer advice or propose possible solutions based on its preliminary appraisal of City's description of the problem or arrange for assistance from a maintenance service representative.

3.15.4 County shall pay for routine maintenance, provided, however, that City shall be responsible for any and all maintenance charges, including the cost of labor and parts, imposed by any maintenance service representative or by County if maintenance is required by reason of:

- a. Use of the AVL/MDC Equipment, APC Equipment, Wi-Fi Equipment or any component thereof in other than the manner for which it was installed;
- b. Damage to the AVL/MDC Equipment, APC Equipment, or Wi-Fi Equipment by City, its employees, agents, or third parties;
- c. Modification of the installed AVL/MDC Equipment, APC Equipment, or Wi-Fi Equipment by City which was not authorized by County; or
- d. Maintenance performed by City without County's authorization.

3.15.5 Risk of Loss: After installation in the Vehicle(s), City shall bear the entire risk of loss or damage to and shall be required to replace the AVL/MDC Equipment, APC Equipment, and Wi-Fi Equipment with County-approved AVL/MDC Equipment, APC Equipment, and Wi-Fi Equipment.

3.15.6 Restrictions: The following restrictions shall apply to City's use of the AVL/MDC Equipment:

- a. City shall keep the AVL/MDC Equipment, APC Equipment, and Wi-Fi Equipment free and clear of all claims, liens, and encumbrances. Any act of City purporting to create such a claim, lien, or encumbrance shall be void;
- b. City shall not use the AVL/MDC Equipment, APC Equipment, or Wi-Fi Equipment in any manner or for any purpose for which the AVL/MDC Equipment is not designed or reasonably suited;
- c. City shall not permit any physical alteration of the AVL/MDC Equipment, APC Equipment, or Wi-Fi Equipment without the prior written consent of County;
- d. City shall not affix, attach, or install any accessory, equipment, or device to the AVL/MDC Equipment, APC Equipment, or Wi-Fi Equipment without the prior written consent of County;

- e. City shall not remove the AVL/MDC Equipment, APC Equipment, or Wi-Fi Equipment from the Vehicle in which it was originally installed without the prior written consent of County, except in the event of an emergency;

3.15.7 Reservation of Title: County shall retain title to and ownership of the equipment at all times. This Agreement does not provide City with title to or ownership of the AVL/MDC Equipment, APC Equipment, or Wi-Fi Equipment but only a right of limited use for the duration of the Agreement;

3.15.8 Training: County shall provide City's employees with initial training in the operation of AVL/MDC Equipment, APC Equipment, and Wi-Fi Equipment at no cost to City. County may provide additional training, as deemed necessary by County, to City's personnel at no cost to City; and

3.15.9 City shall ensure that its personnel utilizing the AVL/MDC Equipment, APC Equipment, and Wi-Fi Equipment have been properly trained in the operation of such equipment.

3.16 DAMAGE TO AND RISK OF LOSS OF VEHICLE(S). City shall bear the entire risk of loss or damage to all Vehicles. Any and all damage to Vehicle(s), including, but not limited to, damage resulting from storage, vandalism, theft, or from the provision of Community Shuttle Service shall be the sole responsibility of City, and any and all damage shall be repaired at the sole cost and expense of City. City shall provide the Community Shuttle Service or Emergency Transportation Services in full compliance with all requirements of this Agreement during any periods of time that Vehicle(s) are being repaired or not in revenue service.

ARTICLE 4. COMPLAINTS

4.1 County shall provide City with signs that include County's Customer Service Center contact information and inform customers that they can contact the center regarding questions, comments, or to request schedule information. City shall display the signs conspicuously on each Vehicle. City shall respond to complaints (excluding Title VI complaints, which will be handled by County as outlined in Article 10 of this Agreement) brought by persons or by County on its own initiative or otherwise. In the event that complaints regarding City's Community Shuttle Service are received by County's Customer Service Center, the Contract Administrator shall forward the complaint to City upon receipt.

4.1.1 Upon receipt of any complaint, from whatever source, City shall conduct the necessary investigation and respond in writing to each complainant. City shall forward the results of such investigation and the complaint resolution to the Contract Administrator within five (5) business days after completion of the investigation or resolution of the complaint, as applicable.

4.2 County shall provide City with County's formally adopted Title VI Notice and Complaint procedures. City shall include the Title VI public notice ("Title VI Notice") on printed timetables, online, and at major transfer locations. City shall display the Title VI Notice conspicuously on each Vehicle. If City receives any Title VI complaints, City shall forward the complaints to the Broward County Transit Division Compliance Manager.

4.3 City shall submit a monthly report to the Contract Administrator summarizing all complaints received during the previous month.

4.4 At the request of County, City shall meet with the Contract Administrator to review any complaints or concerns relating to the Community Shuttle Service and to promptly correct any deficiencies. The Contract Administrator's determination as to quality of operation or services shall be conclusive, and curative measures shall be implemented by City as directed by the Contract Administrator.

ARTICLE 5. TERM AND TIME OF PERFORMANCE

5.1 The term of this Agreement is retroactive to October 1, 2019, and shall end on September 30, 2022. The term may be extended for up to two (2) additional one (1) year renewal periods upon written approval of the Contract Administrator at least ninety (90) days prior to the expiration date of the current term. The continuation of this Agreement beyond the end of any fiscal year shall be subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes.

5.2 Community Shuttle Service shall not commence until the receipt of a written Notice to Proceed from the Contract Administrator. Time shall be deemed to be of the essence in performing the duties, obligations, and responsibilities required by this Agreement.

ARTICLE 6. FUNDING

6.1 The County agrees to pay City's costs for operations and maintenance ("O&M") of Community Shuttle Service that is actually performed by City at the established O&M rate for Total Vehicle Hours. Funding shall be used by City solely for the purpose of providing Community Shuttle Service and for maintaining, operating, and properly equipping the Vehicle(s) (funding may be used for no other purpose).

6.2 METHOD OF BILLING AND PAYMENT

6.2.1 City shall submit invoices for Funding, in advance, on a quarterly basis. To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted via an official invoice from City as set forth in Exhibit G and pursuant to instructions prescribed by the Contract Administrator.

6.2.2 County reserves the right to withhold any/all payments resulting from a breach or non-compliance with this Agreement. Payments will be made

once the breach has been cured or compliance verified. County will make payments in an amount determined by the County based on the nature of the breach or non-compliance.

6.2.3 City shall submit its Total Vehicle Hours (Revenue Service Hours and deadhead; travel time from the yard to start of the route and from the end of the route to the yard) via invoice for payment as set forth in Exhibit G.

6.2.4 County shall pay City, in advance, the projected O&M rate for Total Vehicle Hours due through the first quarter of County's fiscal year. All payments for subsequent quarters, if applicable, shall be paid in advance on a quarterly basis. The maximum O&M rate, however, does not constitute a limitation, of any sort, upon City's obligation to perform all items of work required by, or which can be reasonably inferred from, the provisions of this Agreement. City shall provide sufficient detail regarding the factors included in its reported hourly rate and County reserves the right to audit this rate.

6.2.5 Advance quarterly payments for Funding shall be adjusted by County based on the Total Vehicle Hours calculations projected as compared to the actual Total Vehicle Hours performed in any previous quarter.

6.2.6 At the conclusion of each fiscal year, the projected budget as presented by the Contract Administrator will be reviewed for the new fiscal year to adjust for the number of days in each month and confirmation of anticipated holidays to be observed by City when service will not be provided.

6.2.7 Following the termination of this Agreement for any reason, City shall return to County any Funding paid in advance to City for any Total Vehicle Hours that were not actually performed by City. County shall conduct a reconciliation of the actual Total Vehicle Hours performed by City prior to termination compared to the amount of Total Vehicle Hours for which advanced Funding was paid. City shall return all Funding that was received in excess of the actual Total Vehicle Hours performed no later than thirty (30) days after receipt of a written notice from County demanding repayment. The obligations of this section shall survive the expiration or earlier termination of this Agreement.

6.3 Notwithstanding any provision of this Agreement to the contrary, County may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by County.

6.4 Payment shall be made to City at:

City of Margate
City Hall
5790 Margate Blvd.
Margate, FL 33063

ARTICLE 7. INSURANCE

7.1 City is a governmental entity and is fully responsible for the acts and omissions of its agents or employees, subject to any applicable limitations of Section 768.28, Florida Statutes.

7.2 Upon request by County, City must provide County with written verification of liability protection that meets or exceeds any requirements of Florida law. If City holds any excess liability coverage, City must ensure that Broward County is named as an additional insured and certificate holder under such excess liability policy and provide evidence of same to County.

7.3 If City maintains broader coverage or higher limits than the minimum coverage required under Florida law, County shall be entitled to such broader coverage and higher limits on a primary and noncontributory basis. County's insurance requirements shall apply to City's self-insurance.

7.4 In the event City contracts with a Subcontractor to provide any of the Services set forth herein, City shall require that each Subcontractor procure and maintain insurance coverage that adequately covers each Subcontractor's exposure based on the Services provided by that Subcontractor. City must ensure that all such Subcontractors name "Broward County" as an additional insured and certificate holder under the applicable insurance policies. City shall not permit any Subcontractor to provide Services until the insurance requirements of the Subcontractor under this section are met. If requested by County, City shall furnish evidence of insurance of all such Subcontractors.

7.5 County reserves the right, but not the responsibility, to periodically review any and all insurance policies and to reasonably adjust the limits and/or types of coverage required herein, from time to time throughout the term of this Agreement.

ARTICLE 8. TERMINATION

8.1 This Agreement may be terminated for cause by the aggrieved party if the party in breach has not corrected the breach within ten (10) business days after receipt of written notice from the aggrieved party identifying the breach. This Agreement may also be terminated for convenience by the Board. Termination for convenience by the Board shall be effective on the termination date stated in the written notice provided by County, which termination date shall be not less than one hundred eighty (180) days after the date of such written notice. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances if the County Administrator determines that termination is necessary to protect the public health, safety, or welfare. If County erroneously, improperly, or

unjustifiably terminates for cause, such termination shall be deemed a termination for convenience and shall be effective one hundred eighty (180) days after such notice of termination for cause is provided.

8.2 This Agreement may be terminated for cause by County for reasons including, but not limited to, any of the following:

8.2.1 City's failure to suitably perform the Community Shuttle Service, failure to continuously perform the Community Shuttle Service in a manner calculated to meet or accomplish the objectives in this Agreement, or repeated submission (whether negligent or intentional) for payment of false or incorrect bills or invoices;

8.2.2 City's failure to maintain a minimum average of 7.1 Passengers Per Revenue Service Hour per Route during any rolling twelve (12) month period; or

8.2.3 If City's Subcontractor is a "scrutinized company" pursuant to Section 215.473, Florida Statutes, if City's Subcontractor is placed on a "discriminatory vendor list" pursuant to Section 287.134, Florida Statutes, or if City's Subcontractor provides a false certification submitted pursuant to Section 287.135, Florida Statutes.

8.3 Notice of termination shall be provided in accordance with the "Notices" section of this Agreement except that notice of termination by the County Administrator to protect the public health, safety, or welfare may be oral notice that shall be promptly confirmed in writing.

8.4 If this Agreement is terminated for convenience by County, City shall be paid for any Community Shuttle Services properly performed under this Agreement through the termination date specified in the written notice of termination, subject to any right of County to retain any sums otherwise due and payable. City acknowledges that it has received good, valuable, and sufficient consideration from County, the receipt and adequacy of which are acknowledged by City, for County's right to terminate this Agreement for convenience.

8.5 In addition to any right of termination stated in this Agreement, County shall be entitled to seek any and all available remedies, whether stated in this Agreement or otherwise available at law or in equity.

ARTICLE 9. EEO COMPLIANCE

9.1 No party to this Agreement may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement.

9.2 This Agreement is assisted by United States Department of Transportation ("DOT") funds. City and its Subcontractors shall comply with the non-discrimination requirements in 49 C.F.R. Part 26. Failure to comply with the foregoing requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as County deems appropriate.

9.3 City shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement and shall not otherwise unlawfully discriminate in violation of Chapter 16½, Broward County Code of Ordinances. City shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by County, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, City shall take affirmative steps to prevent discrimination in employment against disabled persons.

9.4 By execution of this Agreement, City represents that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes. County hereby materially relies on such representation in entering into this Agreement. An untrue representation of the foregoing shall entitle County to terminate this Agreement and recover from City all monies paid by County pursuant to this Agreement and may result in debarment from County's competitive procurement activities.

ARTICLE 10. TITLE VI

10.1 By execution of this Agreement, City, as a subrecipient of FTA funding, shall ensure that Community Shuttle Service and related benefits shall be distributed in an equitable manner with no discrimination on the grounds of race, color, or national origin in compliance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. Section 2000d et seq. ("Title VI") and 49 C.F.R. part 21. City shall provide information to the public regarding the Title VI Complaint Procedures and apprise members of the public of protections against discrimination afforded to them by Title VI, including, but not limited to posting notices on its Vehicle(s), website, and bus schedules. City shall permit County to monitor City for Title VI compliance in accordance with the Title VI Program and shall take all actions that may be required to maintain compliance with Title VI. An updated and Board-approved Title VI Program must be submitted to County upon expiration.

10.2 Under Title VI of the Civil Rights Act of 1964, as amended, and as subrecipients of federal funding, City, without regard to race, color, or national origin, shall operate and plan for transit services so that: transit services are available and distributed equitably; transit services are adequate enough to provide access and mobility for all; opportunities to participate in transit planning and decision making processes are provided to everyone; decisions on the locations of transit facilities and services are carried out equitably; and that remedial and corrective actions are undertaken to prevent discriminatory treatment of any beneficiary. This Title VI Program for City, a subrecipient of County, was prepared in accordance with the requirements specified in the FTA, Circular 4702.1B, "Title VI

Requirements and Guidelines for Federal Transit Administration Recipients," dated October 1, 2012.

10.3 TITLE VI NOTICE AND COMPLAINT PROCEDURES. All subrecipients use County's adopted Title VI Notice and Complaint Procedures. Accordingly, the Title VI public statement is placed inside of each passenger Vehicle, on printed timetables, online, and at major transfer locations. The text of the statement is as follows:

NOTICE OF PROTECTIONS UNDER TITLE VI OF THE CIVIL RIGHTS ACT

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

10.4 TITLE VI INVESTIGATIONS, COMPLAINTS, AND LAWSUITS. City has no past, current, or pending Title VI investigations, complaints, or lawsuits. All Title VI complaints are directed and investigated in accordance with County procedures.

10.5 PUBLIC PARTICIPATION AND LANGUAGE ASSISTANCE PLANS. City shall, in the absence of its own plans, use County's Public Participation and Language Assistance Plans in formulating public outreach strategies to engage minority, low-income, and Limited English Proficient (LEP) populations.

10.6 PLANNING OR ADVISORY BOARDS. City does not currently have a transit specific non-elected planning or advisory board as described in FTA Circular 4702.1B, Chapter III, Sec. 10. If such entities are created, City will provide County with the racial breakdown of the board and a description of how minority participation is encouraged, as required by FTA.

10.7 MONITORING SUBRECIPIENTS. City is monitored by its primary recipient, County. The monitoring process outlined by County includes the collection of Title VI Programs, reviews of service change proposals, and attendance at quarterly Community Shuttle Service meetings.

10.8 FACILITY EQUITY ANALYSIS. City does not have plans to build any maintenance or operations facilities that require Title VI analysis under FTA Circular 4702.1B, Chapter III, Sec. 13. If plans are created, City will collaborate with County to ensure that the appropriate analysis is conducted in compliance with FTA specifications.

10.9 SERVICE STANDARDS. City, in agreement with County, will use service standards outlined in City's Title VI Plan for Community Shuttle Service. City will collaborate with County to monitor service standards as necessary under FTA Circular 4702.1B.

ARTICLE 11. MISCELLANEOUS

11.1 RIGHTS IN DOCUMENTS AND WORK: Any and all reports, photographs, surveys, and documents created by City in connection with performing Community Shuttle Service under this Agreement shall be owned by County and shall be deemed works for hire by City and its agents; in the event the Community Shuttle Service is determined not to be a work for hire, City hereby assigns all right, title, and interest, including any copyright or other intellectual property rights in or to the work, to County. In the event of termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by City, whether finished or unfinished, shall become the property of County and shall be delivered by City to the Contract Administrator within seven (7) days after termination of this Agreement. Any compensation due to City may be withheld until all documents are received as provided in this Agreement. City shall ensure that the requirements of this section are included in all agreements with its Subcontractors.

11.2 PUBLIC RECORDS. To the extent City is acting on behalf of County as stated in Section 119.0701, Florida Statutes, City shall:

- 11.2.1 Keep and maintain public records required by County to perform the services under this Agreement;
- 11.2.2 Upon request from County, provide County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- 11.2.3 Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion or termination of this Agreement if the records are not transferred to County; and
- 11.2.4 Upon completion or termination of this Agreement, transfer to County, at no cost, all public records in possession of City or keep and maintain public records required by County to perform the services. If City transfers the records to County, City shall destroy any duplicate public records that are exempt or confidential and exempt. If City keeps and maintains the public records, City shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to County upon request in a format that is compatible with the information technology systems of County.

A request for public records regarding this Agreement must be made directly to County, who will be responsible for responding to any such public records

requests. City will provide any requested records to County to enable County to respond to the public records request.

Any material submitted to County that City contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) ("Trade Secret Materials") must be separately submitted and conspicuously labeled "EXEMPT FROM PUBLIC RECORD PRODUCTION – TRADE SECRET." In addition, City must, simultaneous with the submission of any Trade Secret Materials, provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under Section 812.081, Florida Statutes, and stating the factual basis for same. In the event that a third party submits a request to County for records designated by City as Trade Secret Materials, County shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by City. City shall indemnify and defend County and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to the nondisclosure of any Trade Secret Materials in response to a records request by a third party.

IF CITY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CITY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 357-8385 OR (954) 357-9721, WDELTORO@BROWARD.ORG OR TRANSITRECORDS@BROWARD.ORG, 1 NORTH UNIVERSITY DRIVE, SUITE 3100A, PLANTATION, FLORIDA 33324.

11.3 AUDIT RIGHTS, AND RETENTION OF RECORDS. County shall have the right to audit the books, records, and accounts of City and its Subcontractors that are related to this Agreement. City and its Subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement and performance under this Agreement. All such books, records, and accounts shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, City or its Subcontractors shall make same available in written form at no cost to City.

11.3.1 City and its Subcontractors shall preserve and make available, at reasonable times within Broward County, Florida, for examination and audit, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for at least three (3) years after expiration or termination of this Agreement or until resolution of any audit findings, whichever is longer. Any audit or inspection pursuant to this section may be performed by any County representative (including any outside representative engaged by County). City hereby grants County the right to conduct such audit or review at City's place of business, if deemed appropriate by County, with seventy-two (72) hours' advance notice.

11.3.2 Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for County's disallowance and recovery of any payment upon such entry. If an audit or inspection in accordance with this section discloses overpricing or overcharges to County of any nature by City in excess of five percent (5%) of the total contract billings reviewed by County, the reasonable actual cost of County's audit shall be reimbursed to County by City in addition to making adjustments for the overcharges. Any adjustments or payments due as a result of such audit or inspection shall be made within thirty (30) days after presentation of County's findings to City.

11.3.3 City shall ensure that the requirements of this section are included in all agreements with its Subcontractor(s).

11.4 PUBLIC ENTITY CRIME ACT. City represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that Act. City further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether City has been placed on the convicted vendor list.

11.5 INDEPENDENT CONTRACTOR. City is an independent contractor under this Agreement, and nothing in this Agreement shall constitute or create a partnership, joint venture, or any other relationship between the Parties. In providing Community Shuttle Service under this Agreement, neither City nor its agents shall act as officers, employees, or agents of County. City shall not have the right to bind County to any obligation not expressly undertaken by County under this Agreement.

11.6 SOVEREIGN IMMUNITY. Except to the extent sovereign immunity may be deemed to be waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by County or City nor shall anything included herein be construed as consent by County or City to be sued by third parties in any matter arising out of this Agreement. County is a political subdivision as defined in Section 768.28, Florida Statutes, and shall be responsible for the negligent or wrongful acts or omissions of its employees pursuant to Section 768.28, Florida Statutes.

11.7 THIRD-PARTY BENEFICIARIES. Neither City nor County intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

11.8 NOTICES. In order for notice to a party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via e-mail, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous e-mail is also sent). The addresses for notice shall remain as set forth in this section

unless and until changed by providing notice of such change in accordance with the provisions of this section.

FOR COUNTY:

Chris Walton, Director
Broward County Transit Division
One North University Drive, Suite 3100A
Plantation, FL 33324
cwalton@broward.org

FOR CITY:

Cale Curtis, City Manager
City of Margate
5790 Margate Blvd.
Margate, FL 33063
ccurtis@margatefl.com

11.9 ASSIGNMENT. All Subcontractors must be expressly identified in this Agreement or otherwise approved in advance and in writing by County's Contract Administrator. Except for subcontracting approved by County in advance, neither this Agreement nor any right or interest in it may be assigned, transferred, subcontracted, or encumbered by City without the prior written consent of County. If City violates this provision, County shall have the right to immediately terminate this Agreement.

11.10 MATERIALITY AND WAIVER OF BREACH. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term of this Agreement. County's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the Party.

11.11 COMPLIANCE WITH LAWS. City and the Community Shuttle Service must comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations including, without limitation, the Americans with Disabilities Act, 42 U.S.C. Section 12101, Section 504 of the Rehabilitation Act of 1973, and any related federal, state, or local laws, rules, and regulations.

11.12 SEVERABILITY. In the event any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

11.13 JOINT PREPARATION. This Agreement has been jointly prepared by the Parties and shall not be construed more strictly against either Party.

11.14 INTERPRETATION. The titles and headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all of the subsections of such section, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to "days" means calendar days, unless otherwise expressly stated.

11.15 PRIORITY OF PROVISIONS. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement and any provision of Articles 1 through 11 of this Agreement, the provisions contained in Articles 1 through 11 shall prevail and be given effect.

11.16 LAW, JURISDICTION, VENUE, WAIVER OF JURY TRIAL. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, CITY AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

11.17 AMENDMENTS. No modification, amendment, or alteration in the terms or conditions contained in this Agreement shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by duly authorized representatives of County and City.

11.18 PRIOR AGREEMENTS. This Agreement represents the final and complete understanding of the Parties regarding the subject matter and supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document.

11.19 PAYABLE INTEREST

11.19.1 Payment of Interest. County shall not be liable to pay any interest to City for any reason, whether as prejudgment interest or for any other

purpose, and in furtherance thereof City waives, rejects, disclaims, and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim arising from, related to, or in connection with this Agreement. This subsection shall not apply to any claim for interest, including for post judgment interest, if such application would be contrary to applicable law.

- 11.19.2 Rate of Interest. If the preceding subsection is inapplicable or is determined to be invalid or unenforceable by a court of competent jurisdiction, the annual rate of interest payable by County under this Agreement, whether as prejudgment interest or for any other purpose, shall be, to the full extent permissible under applicable law, one quarter of one percent (0.25%) simple interest (uncompounded).

11.20 INCORPORATION BY REFERENCE. Any and all Recital clauses stated above are true and correct and are incorporated in this Agreement by reference. The following exhibits are attached hereto and incorporated into and made a part of this Agreement:

Exhibit A	Service Schedules, Routes & Maps
Exhibit B	Drug Free Workplace Certification
Exhibit C	Schedule of Reports
Exhibit D	Vehicle & Equipment Inventory
Exhibit E	Pre-Trip & Post-Trip Inspection Form
Exhibit F	Funding
Exhibit G	Invoice

11.21 REPRESENTATION OF AUTHORITY. City represents and warrants that this Agreement constitutes the legal, valid, binding, and enforceable obligation of City, and that neither the execution nor performance of this Agreement constitutes a breach of any agreement that City has with any third party or violates any law, rule, regulation, or duty arising in law or equity applicable to City. City further represents and warrants that execution of this Agreement is within City's legal powers, and each individual executing this Agreement on behalf of City is duly authorized by all necessary and appropriate action to do so on behalf of City and does so with full legal authority.

11.22 COUNTERPARTS AND MULTIPLE ORIGINALS. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its County Administrator, authorized to execute same by Board action on the 20th day of August, 2019, and CITY OF Margate, signing by and through its Manager, duly authorized to execute same.

COUNTY

WITNESSES:

By Tamara Brannon
Print Name: **TAMARA BRANNON**

By Jodi Gardner
Print Name: **JODI GARDNER**

BROWARD COUNTY, by and through its County Administrator

By Bertha Henry
Bertha Henry, County Administrator

11th day of October, 2019



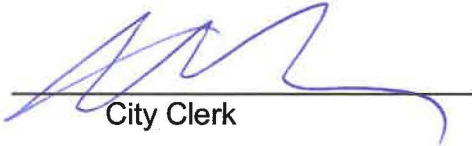
Approved as to form by
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By Angela J. Wallace 10/9/19
Angela J. Wallace (Date)
Deputy County Attorney

INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND
City of Margate FOR COMMUNITY SHUTTLE SERVICE

CITY

ATTEST:



City Clerk

(CORPORATE SEAL)

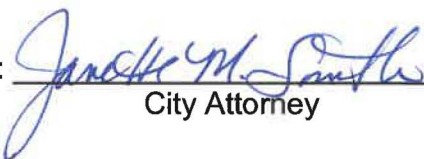
CITY OF

By: 

City Manager

2 day of October, 20 19.

APPROVED AS TO FORM:

By: 

City Attorney

Exhibit A
Service Schedules, Routes & Maps

Information

For more information about Margate Inner-City Transit (MIT) routes and connections, call:

Limousines of South Florida
954-463-0845

Office Hours
Monday through Friday
6 am - 9 pm

Hearing-speech impaired/TTY
954-956-9268

Visit the City of Margate's web site at:
www.margatefl.com

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

BCT Rider Info
954-357-8400

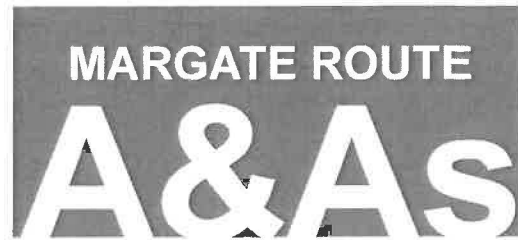
Hearing-speech impaired/TTY
954-357-8302



Visit Broward County Transit's web site at:

www.Broward.org/BCT

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

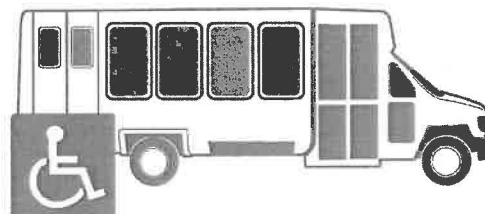


BCT Route 753 M-F
BCT Route 754 Sat.



CITY OF
MARGATE
Together We Make It Great

Margate
Inner-City Transit



Effective: March 2016

MONDAY THROUGH FRIDAY

ROUTE A							
EASTBOUND To Hwy. 441						WESTBOUND	
To Margate Terminal, NW Medical, Coral Landings, Wal-Mart						To Holiday Springs	

Holiday Springs Shopping Center	Royal Palm Blvd. & NW 63 Ave.	Margate Terminal	NW Medical Center	Pepperfree Plaza Sample Rd. & US 441	Publix Coral Landings	Wal-Mart Turtle Creek Dr. & Turtle Run Plaza	Holiday Springs Blvd. & Sample Road
1	2	3	4	5	6	7	1
7:30a	7:40a	7:50a	7:57a	8:03a	8:13a	8:20a	8:30a
8:30a	8:40a	8:50a	8:57a	9:03a	9:13a	9:20a	9:30a
9:30a	9:40a	9:50a	9:57a	10:03a	10:13a	10:20a	10:30
10:30a	10:40a	10:50a	10:57a	11:03a	11:13a	11:20a	11:30a
11:30a	11:40a	11:50a	11:57a	12:03p	12:13p	12:20p	12:30p
12:30p	12:40p	12:50p	12:57p	1:03p	1:13p	1:20p	1:30p
1:30p	1:40p	1:50p	1:57p	2:03p	2:13p	2:20p	2:30p
2:30p	2:40p	2:50p	2:57p	3:03p	3:13p	3:20p	3:30p
3:30p	3:40p	3:50p	3:57p	4:03p	4:13p	4:20p	4:30p

The Margate A&As Community Bus Routes are FREE of charge, but riders making connections to BCT routes are expected to pay the appropriate fares.

NUMBERS INDICATE TIME POINTS ON THE MAP.

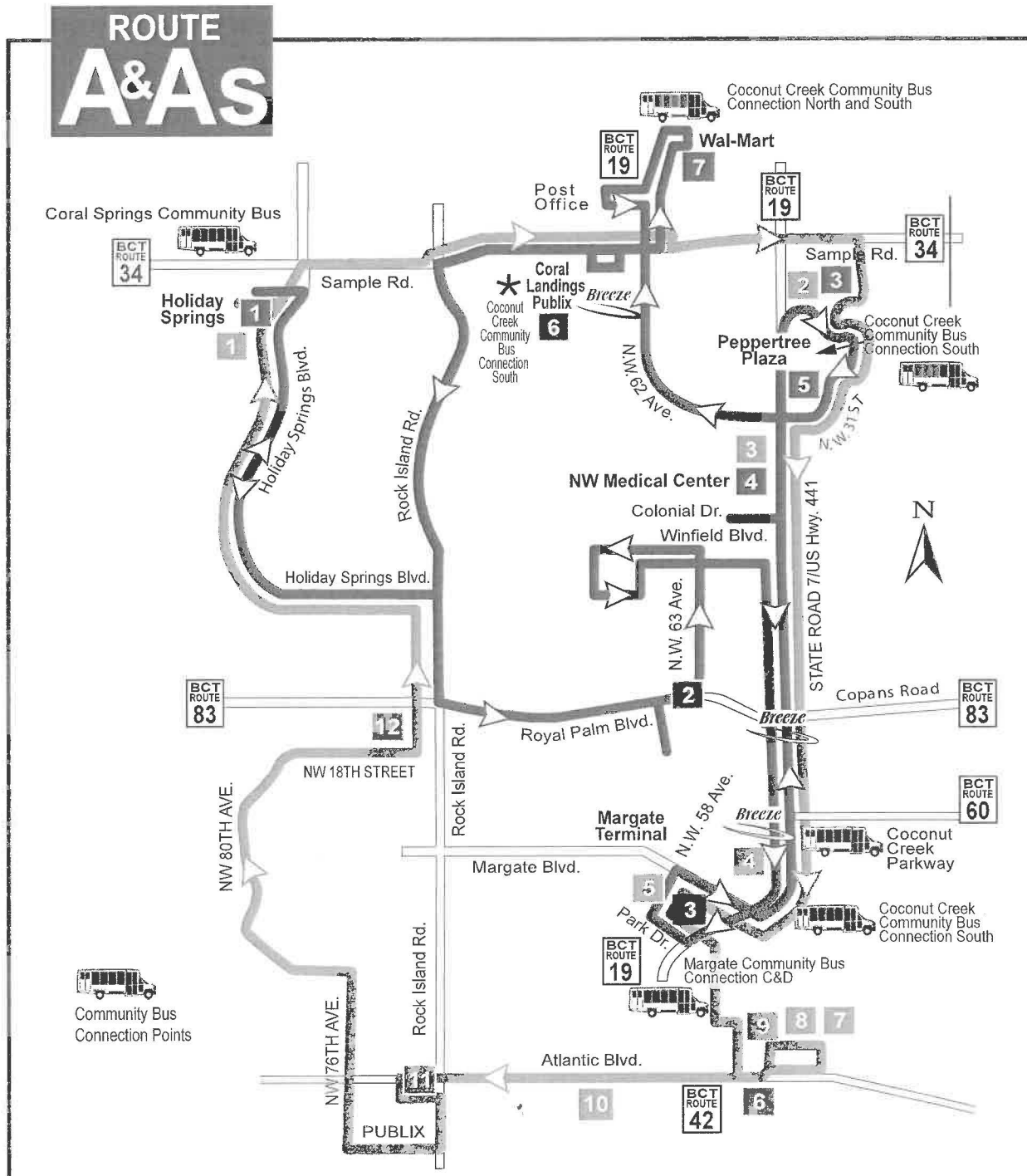
SATURDAY

ROUTE AS							
EASTBOUND To Hwy. 441						WESTBOUND	
To Palm Lake Plaza, Lakewood Wal-Mart, 441/Margate Blvd.						To Holiday Springs	

Holiday Springs Shopping Center	Pepperfree Plaza Sample Rd. & US 441	NW Medical Center	US 441 & Margate Blvd.	Margate Terminal	Atlantic Blvd. & West Palm Dr.	Lakewood Plaza (Harbor Freight)	Lakewood Plaza (Marshalls)	Lakewood Plaza (Wal-Mart)	Atlantic Blvd. & NW 66 Ave.	Palm Lakes Plaza Margate - Publix	NW 18 ST/NW 80 Ave. & Rock Island Rd.	Holiday Springs Shopping Center
1	2	3	4	5	6	7	8	9	10	11	12	1
7:30a	7:38a	7:44a	7:49a	7:51a	8:00a	8:03a	8:05a	8:07a	8:13a	8:20a	8:29a	8:37a
8:40a	8:48a	8:54a	8:59a	9:01a	9:10a	9:13a	9:15a	9:17a	9:23a	9:30a	9:39a	9:47a
9:50a	9:58a	10:04a	10:09a	10:11a	10:20a	10:23a	10:25a	10:27a	10:33a	10:40a	10:49a	10:57a
11:00a	11:08a	11:14a	11:19a	11:21a	11:30a	11:33a	11:35a	11:37a	11:43a	11:50a	11:59a	12:07p
12:10p	12:18p	12:24p	12:29p	12:31p	12:40p	12:43p	12:45p	12:47p	12:53p	1:00p	1:09p	1:17p
1:20p	1:28p	1:34p	1:39p	1:41p	1:50p	1:53p	1:55p	1:57p	2:03p	2:10p	2:19p	2:27p
2:30p	2:38p	2:44p	2:49p	2:51p	3:00p	3:03p	3:05p	3:07p	3:13p	3:20p	3:29p	3:37p
3:40p	3:48p	3:54p	3:59p	4:01p	4:10p	4:13p	4:15p	4:17p	4:23p	4:30p	4:39p	4:47p

NUMBERS INDICATE TIME POINTS ON THE MAP.

ROUTE A&A's



A&As ROUTES COMMUNITY BUS SERVICE

The City of Margate and Broward County Transit (BCT) have partnered to provide the A&As route. This community bus service will increase the number of destinations and connections that can be reached through public transit. Destinations along the A&As routes include: Margate Terminal, NW Medical Center, Coral Landings (Publix), Turtle Creek Dr, (Walmart), LakeWood Plaza (Harbor Freight, Walmart, Marshalls), Peppertree Plaza (Winn-Dixie), and Palm Lakes Plaza (Publix).

Connections are available to BCT routes 19, 34, 42, 60, 83, 441 Breeze, Coral Springs Blue Community Bus, Coconut Creek North/South Community Bus, and Margate Route C & D Community Bus (Monday through Friday).

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

The Margate A&As Community Bus Routes are FREE of charge, but riders making connections to BCT routes and Coral Springs Community Bus are expected to pay the appropriate fares.

HOURS OF OPERATION

A ROUTE: Monday through Friday:

7:30 am – 4:30 pm

As ROUTE: Saturday only: **7:30 am – 4:47 pm**

The A&As Community Bus Routes operate approximately every 60 to 70 minutes, with assigned stops. Please refer to the timetable and map on the reverse side of this pamphlet. The bus will operate as close to schedule as possible. Traffic conditions and/or inclement weather may cause the bus to arrive earlier or later than the expected time. Please allow yourself enough time when using this service. The Margate Community Bus Routes will not operate once a hurricane warning has been issued or if other hazards do not allow for the safe operation of the bus.

HOLIDAYS

The A&As Community Bus Routes do not operate on the following holidays observed by the City of Margate:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

BIKE RACKS

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

Loading

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

Unloading

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



BROWARD COUNTY
BOARD OF COUNTY COMMISSIONERS
TRANSPORTATION DEPARTMENT
An equal opportunity employer and
provider of services.

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

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

3,000 copies of this public document were promulgated at a gross cost of \$43.00 or \$0.018 per copy to inform the public about Broward County Transit (BCT) and Margate A & As Route. Printed 5/16

Information

For more information about Margate Inner-City Transit (MIT) routes and connections, call:

Limousines of South Florida
954-463-0845

Office Hours
Monday through Friday
6 am - 9 pm

Hearing-speech impaired/TTY
954-956-9268

Visit the City of Margate's web site at:
www.margatefl.com

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

BCT Rider Info
954-357-8400

Hearing-speech impaired/TTY
954-357-8302



Visit Broward County Transit's web site
at:

www.Broward.org/BCT

This publication can be made available in
LARGE PRINT, tape cassette, or braille
by request.

MARGATE
Route

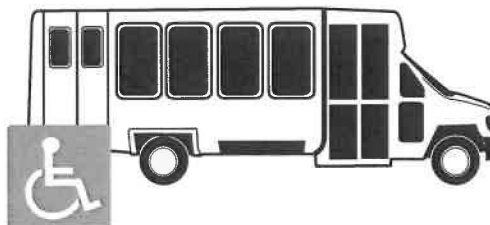


BCT Route 710



CITY OF
MARGATE
Together We Make It Great

Margate
Inner-City Transit



Effective: March 2016

**HOLIDAY SPRINGS • MARGATE TERMINAL
PALM LAKES PLAZA • CORAL SQUARE MALL
MONDAY THROUGH FRIDAY**

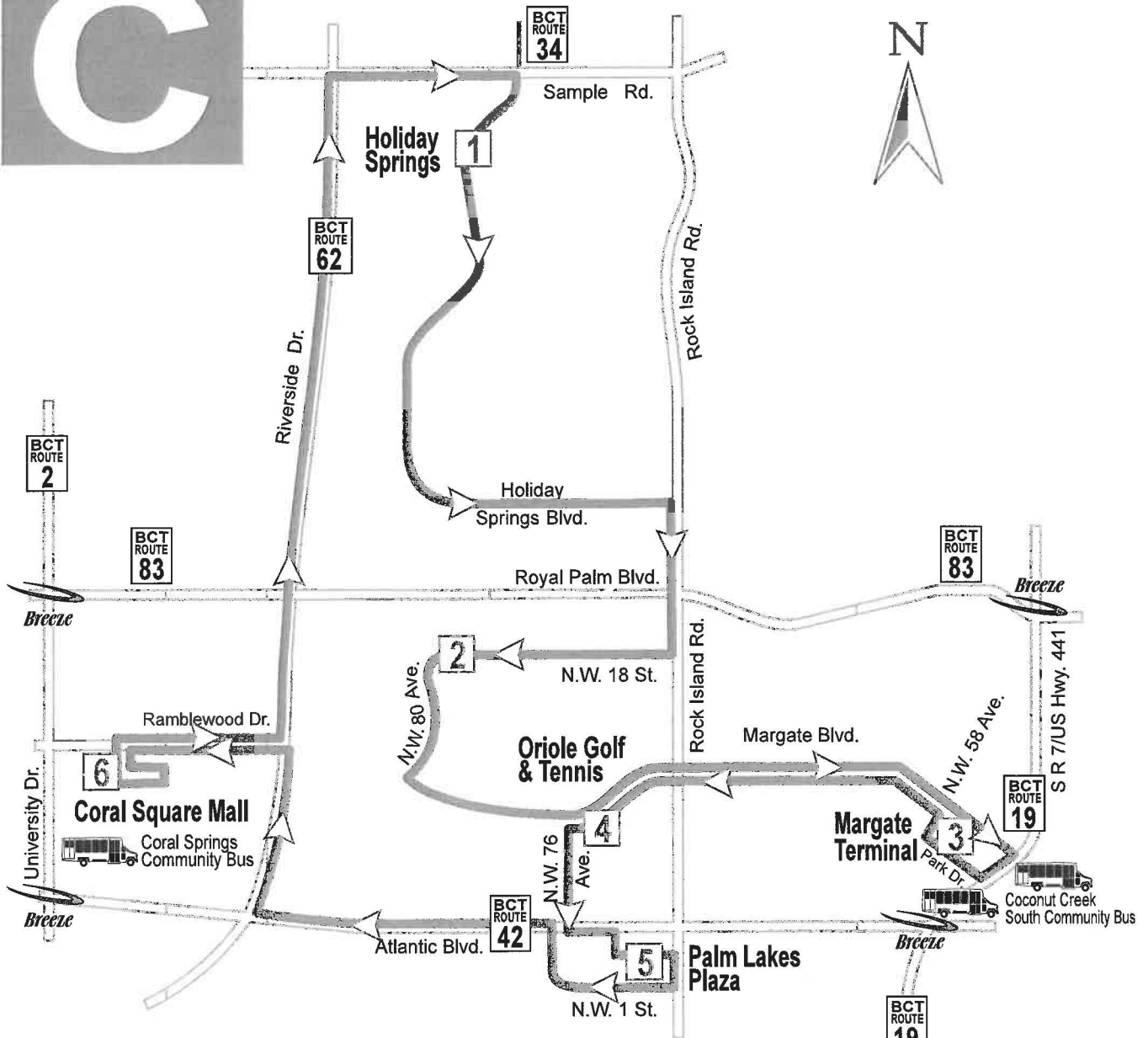
ROUTE C							
SOUTHBOUND			WESTBOUND			NORTHBOUND	
To Margate Terminal			To Coral Square Mall			To Holiday Springs	
Holiday Springs Blvd. & Sample Road	NW 18 St. & NW 80 Ave.	Margate Terminal	Margate Blvd & Golf Circle Dr.	Palm Lakes Plaza	Coral Square Mall	Coral Square Mall	Holiday Springs Blvd. & Sample Road
1	2	3	4	5	6	6	1
7:30	7:35	7:50	7:55	8:00	8:10	8:15	8:25
8:30	8:35	8:50	8:55	9:00	9:10	9:15	9:25
9:30	9:35	9:50	9:55	10:00	10:10	10:15	10:25
10:30	10:35	10:50	10:55	11:00	11:10	11:15	11:25
11:30	11:35	11:50	11:55	12:00	12:10	12:15	12:25
12:30	12:35	12:50	12:55	1:00	1:10	1:15	1:25
1:30	1:35	1:50	1:55	2:00	2:10	2:15	2:25
2:30	2:35	2:50	2:55	3:00	3:10	3:15	3:25
3:30	3:35	3:50	3:55	4:00	4:10	4:15	4:30

NUMBERS INDICATE TIME POINTS ON THE MAP

The **Margate C** Community Bus Route is FREE of charge, but riders making connections to BCT routes are expected to pay the appropriate fares.

ROUTE

C



 Community Bus Connection

MARGATE C ROUTES COMMUNITY BUS SERVICE

The City of Margate and Broward County Transit (BCT) have partnered to provide the C Route. This community bus service will increase the number of destinations and connections that can be reached through public transit. Destinations along the **Margate C** Route include: Margate Terminal, Coral Square Mall, Holiday Springs and surrounding neighborhoods.

Connections are available to BCT routes 2, 19, 34, 42, 62, 83, 441 and University Breeze, Coral Springs Blue Community Bus, Coconut Creek South Community Bus, and Margate Route A & D Community Bus.

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

The **Margate C** Community Bus Route is FREE of charge, but riders making connections to BCT routes and Coral Springs Community Bus are expected to pay the appropriate fares.

HOURS OF OPERATION

Margate C ROUTE: Monday through Friday:
7:30 am – 4:30 pm

The **Margate C** Community Bus Route operates approximately every 60 minutes, with assigned stops. Please refer to the timetable and map on the reverse side of this pamphlet. The bus will operate as close to schedule as possible. Traffic conditions and/or inclement weather may cause the bus to arrive earlier or later than the expected time. Please allow yourself enough time when using this service. The **Margate C** Community Bus Route will not operate once a hurricane warning has been issued or if other hazards do not allow for the safe operation of the bus.

HOLIDAYS

The **Margate C** Community Bus Route does not operate on the following holidays observed by the City of Margate:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

BIKE RACKS

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

Loading

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

Unloading

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



BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS TRANSPORTATION DEPARTMENT

An equal opportunity employer and provider of services.

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Information

For more information about Margate Inner-City Transit (MIT) routes and connections, call:

Limousines of South Florida
954-463-0845

Office Hours
Monday through Friday
6 am - 9 pm

Hearing-speech impaired/TTY
954-956-9268

Visit the City of Margate's web site at:
www.margatefl.com

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

BCT Rider Info
954-357-8400

Hearing-speech impaired/TTY
954-357-8302



Visit Broward County Transit's web site
at:

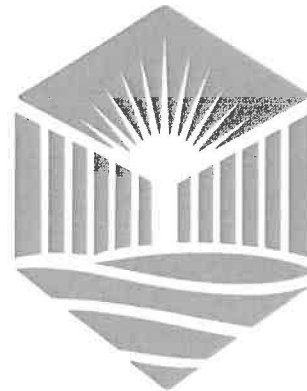
www.Broward.org/BCT

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

MARGATE
Route

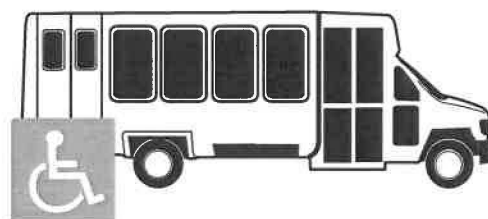


BCT Route 711



CITY OF
MARGATE
Together We Make It Great

Margate Inner-City Transit



Effective: March 2016

**MARGATE TERMINAL • SOUTHGATE BLVD. • FOREST BLVD. AT
APPLEGREEN • OAKLAND HILLS • PALM LAKES PLAZA •
LAKEWOOD PLAZA**

MONDAY THROUGH FRIDAY

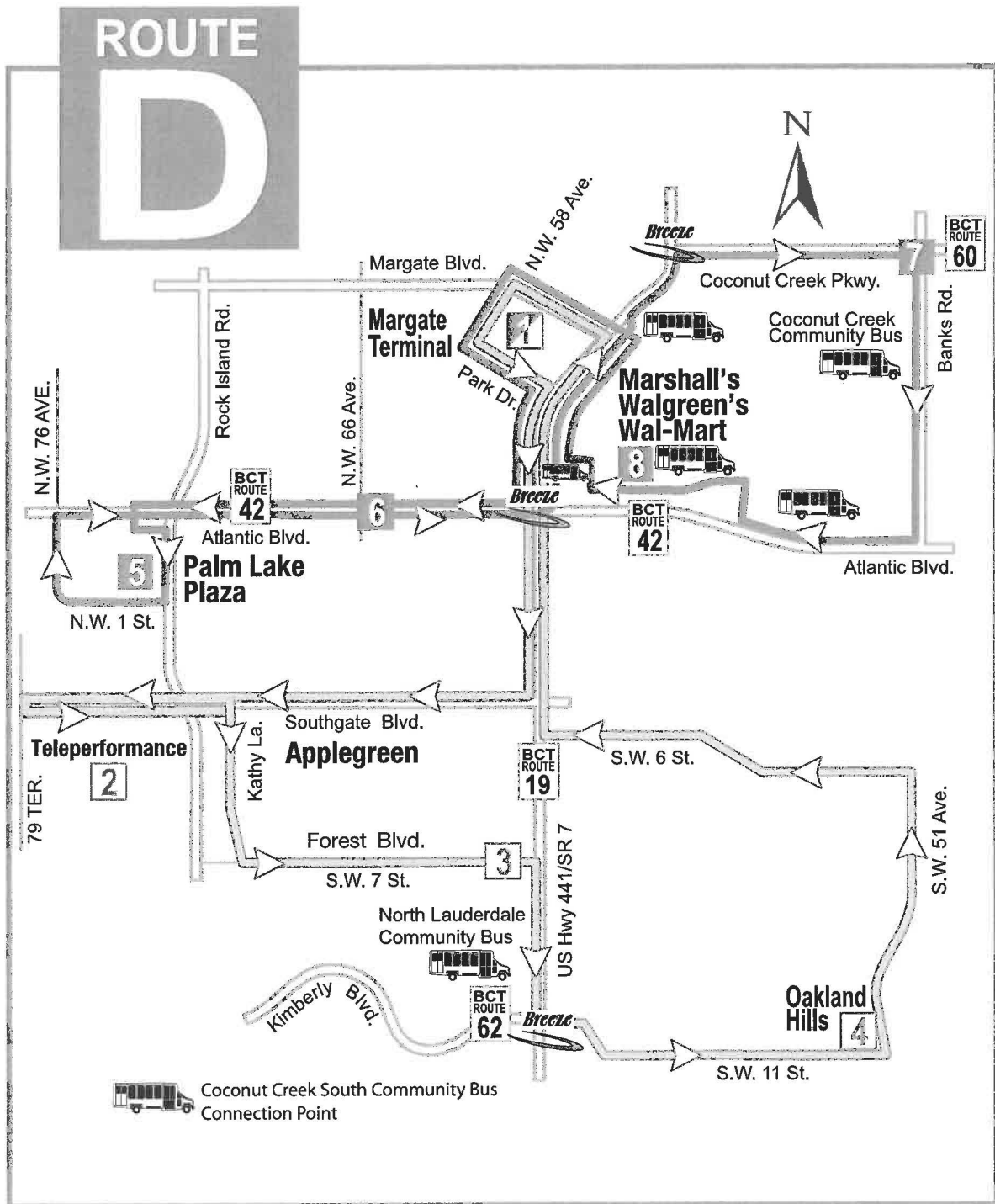
ROUTE D										
SOUTHBOUND				WESTBOUND		EASTBOUND				
To T.A.G., Apple Green, Oakland Hills				To Palm Lakes Plaza		To Coconut Creek Pkwy, Banks Rd.				
Margate Terminal	Teleperformance on Southgate Blvd. & NW 75 Terr.	Forest Blvd. & US 441 Applegreen	Oakland Hills	Margate Terminal	Palm Lake Plaza	Palm Lake Plaza	Atlantic Blvd & NW 66 Ave.	Coconut Creek Pkwy & Banks Rd.	Lakewood Plaza Wal-Mart	Margate Terminal
1	2	3	4	1	5	5	6	7	8	1
7:20	7:28	7:32	7:37	7:47	7:57	8:02	8:07	8:12	8:17	8:20
8:20	8:28	8:32	8:37	8:47	8:57	9:02	9:07	9:12	9:17	9:20
9:20	9:28	9:32	9:37	9:47	9:57	10:02	10:07	10:12	10:17	10:20
10:20	10:28	10:32	10:37	10:47	10:57	11:02	11:07	11:12	11:17	11:20
11:20	11:28	11:32	11:37	11:47	11:57	12:02	12:07	12:12	12:17	12:20
12:20	12:28	12:32	12:37	12:47	12:57	1:02	1:07	1:12	1:17	1:20
1:20	1:28	1:32	1:37	1:47	1:57	2:02	2:07	2:12	2:17	2:20
2:20	2:28	2:32	2:37	2:47	2:57	3:02	3:07	3:12	3:17	3:20
3:20	3:28	3:32	3:37	3:47	3:57	4:02	4:07	4:12	4:17	4:20

NUMBERS INDICATE TIME POINTS ON THE MAP.

The **Margate D** Community Bus Route is FREE of charge, but riders making connections to BCT routes are expected to pay the appropriate fares.

ROUTE

D



MARGATE D ROUTE COMMUNITY BUS SERVICE

The City of Margate and Broward County Transit (BCT) have partnered to provide the D Route. This community bus service will increase the number of destinations and connections that can be reached through public transit. Destinations along the **MARGATE D** Route include: Margate Terminal, Lakewood Plaza (Walmart, Marshall's, Walgreens) Palm Lakes Plaza, Applegreen, Oakland Hills, Teleperformance, and surrounding neighborhoods.

Connections are available to BCT Routes 19, 42, 60, 62, 441 Breeze, Coconut Creek South Community Bus, and Margate Routes A & C Community Bus.

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

The **Margate D** Community Bus Route is FREE of charge, but riders making connections to BCT routes and Coral Springs Community Bus are expected to pay the appropriate fares.

HOURS OF OPERATION

Margate D ROUTE: Monday through Friday:
7:20 am – 4:20 pm

The **Margate D** Community Bus Route operates approximately every 60 minutes, with assigned stops. Please refer to the timetable and map on the reverse side of this pamphlet. The bus will operate as close to schedule as possible. Traffic conditions and/or inclement weather may cause the bus to arrive earlier or later than the expected time. Please allow yourself enough time when using this service. The **Margate D** Community Bus Route will not operate once a hurricane warning has been issued or if other hazards do not allow for the safe operation of the bus.

HOLIDAYS

The **Margate D** Community Bus Route does not operate on the following holidays observed by the City of Margate:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

BIKE RACKS

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

Loading

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

Unloading

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



**BROWARD COUNTY BOARD OF COUNTY
COMMISSIONERS TRANSPORTATION DEPARTMENT**

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Exhibit B
Drug Free Workplace Certification

EXHIBIT "B"

DRUG FREE WORKPLACE CERTIFICATION

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

- (1) Publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the offeror's 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 offeror's 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 subparagraph (1), that as a condition of employment on a covered contract, the employee shall:
 - (i) Abide by the terms of the statement; and
 - (ii) Notify the employer in writing of the employee's conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or of any state, for a violation occurring in the workplace NO later than five days after such conviction.
- (5) Notifying Broward County government in writing within 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 30 calendar days after receiving notice under subparagraph (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
- (7) Making a good faith effort to maintain a drug-free workplace program through implementation of subparagraphs (1) through (6).

(Vendor Signature)

(Print Vendor Name)

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 7th day of October, 2019,

by Mark Levitt
(Name of person who's signature is being notarized)

as Vice President of Limestone of South Florida, Inc.
(Title) (Name of Corporation/Company)

known to me to be the person described herein, or who produced

D/L
(Type of Identification)

as identification, and who did/did not take an oath.

NOTARY PUBLIC:

Michael R. Clemente
(Signature)
Michael R. Clemente
(Print Name)

My commission expires: 02-03-2023



Exhibit C
Schedule of Reports

EXHIBIT "C"

<u>Report</u>	<u>Details</u>	<u>Frequency</u>	<u>Due</u>
Active Drivers	Current list of Vehicle Operators	Monthly	10th of each month *
Complaints	Detailed summary of all received complaints including: date of original complaint, contact information, description of complaint and complaint resolution	Monthly	10th of each month *
Drug & Alcohol Certification	Reports summarizing City's Drug and Alcohol testing program results to the BCT Drug and Alcohol Program Manager	Quarterly and Annually	Quarterly and Annually by February 15th
Insurance	Valid insurance certificate in accordance with contract requirements	Annually	At time of applicable renewal
Invoice	Invoiced quarterly based on County's certified projected annual funding to City each Fiscal Year	Quarterly	October 10th, January 10th, April 10th, and July 10th
Major Accidents and Incidents	Major accidents and incidents resulting in a loss of life, injuries, disruption of service, or over \$25,000 property damage with details such as operator and supervisor's report, police report case number, and photos	As needed when qualifying events occur	72 hours after event
Motor Vehicle Report (MVR)	Driving record as compiled by State of Florida Department of Motor Vehicles on City's or Contractor's active drivers. This action is apart from normal background checks required for prospective new hires of bus operators	Semi-Annually	Every six (6) months
Safety Certification	Notarized Safety Certifications to FDOT with a copy to County that attest to compliance with adopted Security Program Plan (SPP) and System Safety Program Plan (SSPP). The Safety Certifications shall comply with standards set forth in Rule 14-90, Florida Administrative Code, Equipment and Operation Safety Standards for Bus Transit Systems as currently in enacted or as may be amended from time to time	Annually	City shall submit certifications to County by February 8th for comments and corrections. City shall present County's approved certifications to FDOT by February 15th
Service Summary Report	Route detail daily passenger counts, revenue miles, vehicle miles, vehicle odometer readings, and missed service	Monthly	10th of each month *
Vehicle Inventory (County)	Certified inventory confirming Contracts / Grants Administrator's request on City's formal letterhead to the attention of Contracts / Grants Administrator at end of County's Fiscal Year	Annually	October 23rd
Vehicle Inventory (NTD)	Detailed inventory and odometer readings on each revenue service vehicle for NTD	Annually	November 1st
Annual System Report (NTD)	Annual report of system statistics including ridership, vehicle and revenue service hours and miles, City demographics/census, expenses and revenue reported annually by January 31st for the previous fiscal year to the National Transit Database (NTD).	Annually	January 31st
Vehicle Transactions	Confirmation of Vehicle transactions involving County Vehicles (loaners, Exchanges, Transfers and/or Returns) on County Approved Form	As needed when qualifying events occur	Next business day
*If the 10th of the Month falls on a weekend or a County observed holiday, then reports are due the following normal business day			

Notes:

CommunityShuttleReports@Broward.org is the dedicated email for submission of all reports unless otherwise designated by the Contract Administrator. The format of reports, either electronic or paper, is at the sole discretion of the Contract Administrator. Additional reports may be added as deemed necessary by the Contract Administrator. COUNTY will provide the guidance, instructions, and/or template required to meet requirements for each report. CITY is responsible for accurate data reporting and documentation.

Exhibit D
Vehicles & Equipment Inventory

EXHIBIT "D"

City of Margate

Vehicles for Fiscal Year 2020

<u>Vehicle #</u>	<u>Year</u>	<u>Make</u>	<u>Seats</u>	<u>Asset</u>	<u>VIN</u>
M1910	2019	Champion F550 Defender G Force Propane Bus	16/2	330325	1FDAF5GY9KDA08911
M1912	2019	Champion F550 Defender G Force Propane Bus	16/2	330327	1FDAF5GYOKDA08912
M1913	2019	Champion F550 Defender G Force Propane Bus	16/2	330328	1FDAF5GYOKDA07095

IMPORTANT INFORMATION

Section 316.613, Florida Statutes, requires every operator of a motor vehicle transporting a child in a passenger car, van, autocycle or pickup truck registered in this state and operated on the highways of this state, shall, if the child is 5 years of age or younger, provide the protection of the child by properly using a crash-tested, federally approved child restraint device. For children aged through 3 years, such restraint device must be a separate carrier or a vehicle manufacturer's integrated child seat. For children aged 4 through 5 years, a separate carrier, an integrated child seat, or a child booster seat may be used. For limited exceptions, see s. 316.613, F.S.

S. 320.0605, F.S., requires the registration certificate, or true copy of a rental or lease agreement, issued for any motor vehicle to be in the possession of the operator or carried in the vehicle while the vehicle is being used or operated on roads of this state.

S. 320.02 and 627.733, F.S., requires personal injury protection and property damage liability to be continuously maintained throughout the registration period. Failure to maintain the mandatory coverage may result in the suspension of your driver license and registration.

Mail To:

**BROWARD COUNTY BOARD OF COMMISSIONERS
1600 BLOUNT ROAD
POMPANO BEACH, FL 33069**

Important note: If you cancel the insurance for this vehicle, immediately return the license plate from this registration to a Florida driver license or tax collector office or mail it to: DHSMV, Return Tags, 2900 Apalachee Parkway, Tallahassee, FL 32399. Surrendering the plate will prevent your driving privilege from being suspended.

FLORIDA VEHICLE REGISTRATION

CO/AGY 2 / 3

T# 1098154825

B# 1587287

PLATE	TH3430	DECAL	Expires	NO EXPIRATION	<i>01/10</i>
YR/MK	2019/CHPN	BODY	BU	Reg. Tax	36.30
VIN	1FDAF5GY9KDA08911	TITLE	135426125	Init. Reg.	Tax Months 12
Plate Type	NVR	NET WT	13000	County Fee	3.00
DL/FEID	596000531-14	GVW	19500	Mail Fee	Credit Class
Date Issued	7/10/2019	Plate Issued	7/10/2019	Sales Tax	Credit Months
				Voluntary Fees	
				Grand Total	39.30

**BROWARD COUNTY BOARD OF COMMISSIONERS
1600 BLOUNT ROAD
POMPANO BEACH, FL 33069**

IMPORTANT INFORMATION

1. The Florida license plate must remain with the registrant upon sale of vehicle.
2. The registration must be delivered to a Tax Collector or Tag Agent for transfer to a replacement vehicle.
3. Your registration must be updated to your new address within 30 days of moving.
4. Registration renewals are the responsibility of the registrant and shall occur during the 30-day period prior to the expiration date shown on this registration. Renewal notices are provided as a courtesy and are not required for renewal purposes.
5. I understand that my driver license and registrations will be suspended immediately if the insurer denies the insurance information submitted for this registration.

NVR - COUNTY VEHICLES PLATE ISSUED X

FLORIDA

HE40

COUNTY

IMPORTANT INFORMATION

Section 316.613, Florida Statutes, requires every operator of a motor vehicle transporting a child in a passenger car, van, autocycle or pickup truck registered in this state and operated on the highways of this state, shall, if the child is 5 years of age or younger, provide the protection of the child by properly using a crash-tested, federally approved child restraint device. For children aged through 3 years, such restraint device must be a separate carrier or a vehicle manufacturer's integrated child seat. For children aged 4 through 5 years, a separate carrier, an integrated child seat, or a child booster seat may be used. For limited exceptions, see s. 316.613, F.S.

S. 320.0605, F.S., requires the registration certificate, or true copy of a rental or lease agreement, issued for any motor vehicle to be in the possession of the operator or carried in the vehicle while the vehicle is being used or operated on roads of this state.

S. 320.02 and 627.733, F.S., requires personal injury protection and property damage liability to be continuously maintained throughout the registration period. Failure to maintain the mandatory coverage may result in the suspension of your driver license and registration.

Mail To:

BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS
1600 BLOUNT RD
POMPANO BEACH, FL 33069-5101

Important note: If you cancel the insurance for this vehicle, immediately return the license plate from this registration to a Florida driver license or tax collector office or mail it to: DHSMV, Return Tags, 2900 Apalachee Parkway, Tallahassee, FL 32399. Surrendering the plate will prevent your driving privilege from being suspended.

CO/AGY 2 / 3 T# 1098152881
 B# 1587287

FLORIDA VEHICLE REGISTRATION

PLATE	TH1047	DECAL		Expires	NO EXPIRATION	<i>01/19/12</i>	
YR/MK	2019/CHPN	BODY	BU				
VIN	1FDAF5GY0KDA08912			TITLE	135426011	Reg. Tax	36.30
Plate Type	NVR	NET WT	13000	GVW	19500	Init. Reg.	
						County Fee	3.00
						Mail Fee	
						Sales Tax	
DL/FEID	598000531-13					Voluntary Fees	
Date Issued	7/10/2019	Plate Issued	7/10/2019			Grand Total	39.30
						Class Code	97
						Tax Months	12
						Back Tax Mos	
						Credit Class	
						Credit Months	

BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS
1600 BLOUNT RD
POMPANO BEACH, FL 33069-5101

IMPORTANT INFORMATION

1. The Florida license plate must remain with the registrant upon sale of vehicle.
2. The registration must be delivered to a Tax Collector or Tag Agent for transfer to a replacement vehicle.
3. Your registration must be updated to your new address within 30 days of moving.
4. Registration renewals are the responsibility of the registrant and shall occur during the 30-day period prior to the expiration date shown on this registration. Renewal notices are provided as a courtesy and are not required for renewal purposes.
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NVR - COUNTY VEHICLES PLATE ISSUED X

FLORIDA

THIO47

COUNTY

IMPORTANT INFORMATION

Section 316.613, Florida Statutes, requires every operator of a motor vehicle transporting a child in a passenger car, van, autocycle or pickup truck registered in this state and operated on the highways of this state, shall, if the child is 5 years of age or younger, provide the protection of the child by properly using a crash-tested, federally approved child restraint device. For children aged through 3 years, such restraint device must be a separate carrier or a vehicle manufacturer's integrated child seat. For children aged 4 through 5 years, a separate carrier, an integrated child seat, or a child booster seat may be used. For limited exceptions, see s. 316.613, F.S.

S. 320.0605, F.S., requires the registration certificate, or true copy of a rental or lease agreement, issued for any motor vehicle to be in the possession of the operator or carried in the vehicle while the vehicle is being used or operated on roads of this state.

S. 320.02 and 627.733, F.S., requires personal injury protection and property damage liability to be continuously maintained throughout the registration period. Failure to maintain the mandatory coverage may result in the suspension of your driver license and registration.

Mail To:

BROWARD COUNTY BOARD OF COMMISSIONERS
1600 BLOUNT ROAD
POMPANO BEACH, FL 33069

Important note: If you cancel the insurance for this vehicle, immediately return the license plate from this registration to a Florida driver license or tax collector office or mail it to: DHSMV, Return Tags, 2900 Apalachee Parkway, Tallahassee, FL 32399. Surrendering the plate will prevent your driving privilege from being suspended.

CO/AGY 2 / 3

T# 1098153638

B# 1587287

FLORIDA VEHICLE REGISTRATION

PLATE **TH3429** DECALExpires **NO EXPIRATION** *01/19/13*

YR/MK **2019/CHPN** BODY **BU**
 VIN **1FDAF5GY0KDA07095**
 Plate Type **NVR** NET WT **13000**

TITLE **135426053**
 GVW **19500**

Reg. Tax	36.30	Class Code	97
Init. Reg.		Tax Months	12
County Fee	3.00	Back Tax Mos	
Mail Fee		Credit Class	
Sales Tax		Credit Months	
Voluntary Fees			
Grand Total	39.30		

DL/FEID **596000531-14**
 Date Issued **7/10/2019** Plate Issued **7/10/2019**

BROWARD COUNTY BOARD OF COMMISSIONERS
1600 BLOUNT ROAD
POMPANO BEACH, FL 33069

IMPORTANT INFORMATION

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3. Your registration must be updated to your new address within 30 days of moving.
4. Registration renewals are the responsibility of the registrant and shall occur during the 30-day period prior to the expiration date shown on this registration. Renewal notices are provided as a courtesy and are not required for renewal purposes.
5. I understand that my driver license and registrations will be suspended immediately if the insurer denies the insurance information submitted for this registration.

NVR - COUNTY VEHICLES PLATE ISSUED X

FLORIDA

TH429

COUNTY

5/19/03

Exhibit E
Pre-Trip & Post-Trip Inspection Form

Figure 1: FDOT-Approved Pre-Trip/Post-Trip Inspection Form

The form below can be used to perform pre-trip and post-trip inspections that meet FDOT's minimum requirements. Agencies may use their own customized forms as long as the form contains all of the inspection items listed in Table 1 or in the figure below. Copies of this form are available upon request.

Pre-trip/Post-trip Inspection Form			
Agency	<input style="width: 95%;" type="text"/>		
Unit ID #	<input style="width: 95%;" type="text"/>	<input style="width: 40px;" type="checkbox"/>	Pre-trip Inspection
Date	<input style="width: 95%;" type="text"/>	<input style="width: 40px;" type="checkbox"/>	Post-trip Inspection
Mileage	<input style="width: 95%;" type="text"/>		

Vehicle Component	OK	Defective	Comment
Headlights			
Tail/Brake lights			
Back up Lights			
Back up Alarm			
Turn Signals			
Clearance Lights			
Windshield Wipers			
Interior Lights			
Interior Gauges and Warning System			
Climate Control			
Mirrors			
Parking brakes			
Service brakes			
Steering			
Horn			
Fire extinguisher			
Emergency Exit Windows and Door			
Passenger Doors			
Overall cleanliness			
Fresh body damage			
Tires and Wheels			
Exhaust System			

If Equipped:	OK	Defective	Comment
Interlock System			
Wheelchair lift and ramp			
Belts and Securement Devices			
First Aid Kit			
Flares and Triangles			
Fire Suppression System			

Driver's Name <input style="width: 95%;" type="text"/> Technician's Name <input style="width: 95%;" type="text"/>	Manager's Name <input style="width: 95%;" type="text"/> <div style="border: 1px solid black; height: 40px; margin-top: 5px;"> Repair Notes: </div>
--	---

V8.25.17

Exhibit F
Funding

EXHIBIT "F"

City of Margate

Annual Operating Funding - FY 2020

Community Bus Service - Route A (\$42.00/Hour)

Buses	Service	Span of Service	Frequency	Daily Vehicle Hours	Days	Funding Per Vehicle Hour	Annual Funding
1	Weekday	7:30a - 4:30p	60 min	9.75	256	\$42.00	\$104,832.00
1	Saturday	7:30a - 4:47p	60 min	9.58	52	\$42.00	\$20,931.46

Community Bus Service - Route C (\$42.00/Hour)

Buses	Service	Span of Service	Frequency	Daily Vehicle Hours	Days	Funding Per Vehicle Hour	Annual Funding
1	Weekday	7:30a - 4:30p	60 min	9.75	256	\$42.00	\$104,832.00

Community Bus Service - Route D (\$42.00/Hour)

Buses	Service	Span of Service	Frequency	Daily Vehicle Hours	Days	Funding Per Vehicle Hour	Annual Funding
1	Weekday	7:20a - 4:20p	30 min	9.58	256	\$42.00	\$103,004.16

Total Annual Funding	\$333,599.62
-----------------------------	---------------------

Exhibit G
Invoice



TRANSIT DIVISION – Service and Capital Planning

1 N. University Drive, Suite 3100A • Plantation, Florida 33324 • 954-357-8300 • FAX 954-357-8382

August 26, 2019

Mark Collins
Public Works Director
City of Margate
5790 Margate Blvd.
Margate, FL 33063

Re: Community Shuttle – City of Margate New ILA

Dear Mr. Collins,

As the current Interlocal Agreement (ILA) in place between Broward County Transit (County) and the City of Margate (City) for Community Shuttle service is due to expire on September 30, 2019, attached please find a copy of the new ILA as approved by the Broward County Board of County Commissioners on August 20, 2019.

Please review and have the new agreement executed by the appropriate City representatives and return four (4) original executed copies. Once executed and returned, the ILA will be provided to the County Administrator for approval, yielding a fully executed agreement.

Should you have any questions or need further assistance, please do not hesitate to contact me at (954) 357-8615 or jennmelendez@broward.org or Jacque-Ann Isaacs at (954) 357-7713 or jisaacs@broward.org

Best regards,

A handwritten signature in cursive script, appearing to read "J. Melendez".

Jennifer Melendez
Contract Grant Administrator

Cc: Cale Curtis, City Manager, City of Margate
Brian Krupski, Fleet Support Specialist, City of Margate
Barney L. McCoy, Director - Service and Capital Planning, BCT
Jacque-Ann Isaacs, Community Transit Officer, BCT

Broward County Board of County Commissioners

Mark D. Bogen • Lamar P. Fisher • Beam Furr • Steve Geller • Dale V.C. Holness • Nan H. Rich • Tim Ryan • Barbara Sharief • Michael Udine
www.broward.org

EXHIBIT C

BROWARD COUNTY LIVING WAGE ORDINANCE

2008-45

ARTICLE VII

ARTICLE VII. - LIVING WAGE

Sec. 26-100. - Title and legislative findings.

(a)

Title. Sections [26-100](#) through [26-105](#) of Article VII of [Chapter 26](#), Broward County Code, may be cited as the "Broward County Living Wage Ordinance" or the "Living Wage Ordinance."

(b)

Legislative findings. The County awards contracts and leases County property to private companies to provide services to the County and the public. The County has a proprietary interest in the work performed by employees of County service contractors, airline service providers, subcontractors, and County lessees. The wages paid to these employees are often not enough for them to support and care for their families, thereby inhibiting employee retention and negatively impacting the quantity and quality of services rendered by these employees to the County and the public.

(Ord. No. [2018-46](#), § 1, 12-11-18)

Editor's note— Ord. No. [2018-46](#), § 1, adopted Dec. 11, 2018, repealed the former § 26-100 and enacted a new § 26-100 as set out herein. The former § 26-100 pertained to title and derived from Ord. No. 2002-45, § 1, adopted Oct. 8, 2002 and Ord. No. 2008-45, § 1, adopted Oct. 7, 2008.

- **Sec. 26-101. - Definitions.**

[SHARE LINK TO SECTION](#)[PRINT SECTION](#)[DOWNLOAD \(DOCX\) OF SECTION](#)[EMAIL SECTION](#)

As used in the Living Wage Ordinance, reference to one gender shall include all others; use of the plural shall include the singular; and use of the singular shall include the plural. The following definitions apply unless the context in which the word or phrase is used requires a different meaning:

(a)

Airport means the Fort Lauderdale-Hollywood International Airport.

(b)

Airport Terminal Complex means all passenger terminal buildings located at the Airport, whether now existing or developed in the future.

(c)

Air Carrier means a certificated commercial air carrier that has authority from the appropriate regulatory department of the United States of America, or any other competent authority, to operate in and out of the Airport.

(d)

Airline service provider means any for profit individual, corporation, partnership, limited liability company, joint venture, or similar entity that provides covered airport services as authorized by an airline service provider agreement, and any subcontractor of any such individual or entity regarding the subcontractor's provision of covered airport services.

(e)

Car Rental Center means the facility located within the Airport terminal roadway system designated for rental car concession operations and for pick-up and delivery of customers by nonconcessionaire rental car companies and by Airport users, including any future modifications to this facility.

(f)

Concessionaire means a service contractor awarded a County contract at the Airport Terminal Complex or Car Rental Center for the Duty Free Shop, Food and Beverage, News-General Merchandise-Book Store, and Specialty Retail Shops.

(g)

County means Broward County, a political subdivision of the State of Florida.

(h)

Covered employee means:

(1)

Each individual employed by a service contractor for a minimum of twenty (20) hours per week who, during the employment, is or was involved in providing services pursuant to the service contractor's contract with the County, except where the individual's primary compensation is composed of tips;

(2)

Each individual employed by an airline service provider who, during the employment, is or was involved in providing covered airport services pursuant to [Section 26-101\(l\)](#). Individuals employed by an airline service provider whose primary compensation is composed of tips are not covered employees, except for wheelchair attendants, skycaps, and employees performing porter assistance services, including curbside check-in, as described in [Section 26-101\(l\)\(6\)](#); and

(3)

Each County employee who is in a part-time benefit-eligible or full-time benefit-eligible position, as determined by the County.

(i)

Covered employer means all service contractors and all airline service providers.

(j)

County service contracts or service contracts means:

(1)

Contracts awarded by the County pursuant to the County's Procurement Code or entered into after a waiver of the Procurement Code that are for covered services and where the average annual contract amount exceeds One Hundred Thousand Dollars (\$100,000.00) based on the applicable procurement solicitation document;

(2)

Contracts, regardless of value, at the Airport Terminal Complex or Car Rental Center, awarded to concessionaires, pursuant to [Chapter 26](#), "Operational Policy, Aviation," Parts I and II, of the Broward County Administrative Code, or pursuant to a waiver of the Operational Policy; and

(3)

Contracts entered into by airline service providers to perform covered airport services.

(k)

Covered services means the following services purchased by the County:

(1)

Food preparation or distribution;

(2)

Security services;

(3)

Routine maintenance services, such as janitorial, cleaning, refuse removal, recycling collections, and other similar services that are needed or that are anticipated to be needed for normal upkeep of facilities during the term of the service contract. Construction and roofing services shall not be considered routine maintenance services;

(4)

Repair or refinishing services for furniture, fixtures, vehicles, machinery, or equipment, including preventative maintenance replacement of parts, and other activities needed to preserve the asset. Construction and roofing services shall not be considered repair or refinishing services;

(5)

Clerical or other nonsupervisory office work, whether by temporary or permanent personnel.

Such work includes secretarial, typing, data entry, filing, transcription, specialized billing, sorting

or completion of forms, and word, data, and information processing;

(6)

Passenger transportation and automobile parking services. Such services, when provided by or through government entities other than the County, shall not be included in this category;

(7)

Printing and reproduction services; and

(8)

Landscaping, lawn, or agricultural services.

(I)

Covered airport services means the following services:

(1)

Ground Handling or Ramp Services for Air Carrier. To guide aircraft to a parking position for purposes of loading and unloading passengers, baggage, mail, or cargo from aircraft with required equipment to designated locations on the Airport; accept and process inbound and outbound shipments at designated cargo handling building; and provide lavatory waste services and provisioning of water service for aircraft;

(2)

Ground Equipment Provisioning and Maintenance for Air Carrier. To repair, maintain, and refuel all ground equipment whether owned or leased that is used by an airline service provider or Air Carrier, including, but not limited to, tugs, carts, belt-loaders, aircraft starters, aircraft loading stairs, and air-conditioning units. Such ground equipment shall not include automobiles, trucks, or other vehicles designed for use on public streets, either on or off of the Airport;

(3)

Maintenance for Air Carrier. To provide maintenance to an Air Carrier on the aircraft parking aprons located at the terminal buildings;

(4)

In-To-Plane Fuel Service for Air Carrier. To transfer fuel from the Airport's fuel farm to an Air Carrier, and to uplift fuel into the proper locations on the aircraft;

(5)

Passenger Service for Air Carrier. To provide all documents for Air Carrier passengers, cargo, and baggage as may be required by applicable governmental agencies; to provide and handle passenger ticketing and baggage check-in; to furnish linguists for the assistance of passengers speaking a foreign language; to provide assistance for mishandled luggage; and to provide passenger assistance functions in concourses and customs facilities, including, but not limited to, unaccompanied minor services;

(6)

Porter Service for Air Carrier. To handle and transport passenger baggage and other articles of personal property through the terminal buildings and areas, including the United States Federal Inspections areas and Transportation Security Administration areas. Such service includes, but is not limited to, skycaps, wheelchair attendants, luggage runners, electric cart drivers, and employees performing porter assistance services, including curbside check-in;

(7)

Janitorial Service for Air Carrier. To provide personnel, equipment, and material to clean the interior areas of the terminal buildings;

(8)

Security Service for Air Carrier. Security service includes document checkers at security check points, aircraft security, catering security, and private screening of goods and passengers. Security service does not include service provided by the federal government or pursuant to a federal government contract;

(9)

Baggage Delivery Service for Air Carrier. To handle and transport from the Airport misplaced or

misrouted baggage or other articles belonging to passengers;

(10)

Aircraft Cleaning For Air Carrier. To clean aircraft interiors and exteriors; and

(11)

Operating Private Club for Air Carrier. To operate a private club in a terminal building exclusively for an Air Carrier's passengers which may serve snacks and beverages and provide other related services.

(m)

Health care benefits means health insurance coverage.

(n)

Living wage means the hourly rate of pay required by this Ordinance.

(o)

Security services officer means a covered employee employed by a service contractor that provides security services pursuant to a service contract awarded by the County. For purposes of this definition, security services officer also means security guard.

(p)

Service contractor means any for profit individual, corporation, partnership, limited liability company, joint venture, or similar entity that:

(1)

Is paid, whether directly or indirectly, from one (1) or more of the County's general fund, enterprise funds, capital project funds, or any other funds to provide covered services to the County pursuant to a service contract;

(2)

Contracts with a service contractor as described in [Section 26-101](#)(p)(1) to provide some of the covered services included in the service contract between that service contractor and the County; or

(3)

Is a concessionaire.

(q)

Written declaration means a document that is verified in accordance with Section 92.525, Florida Statutes.

(Ord. No. 2002-45, § 2, 10-8-02; Ord. No. 2008-45, § 1, 10-7-08; Ord. No. [2015-41](#), § 1, 10-13-15; Ord. No. [2018-46](#), § 1, 12-11-18; [Ord. No. 2021-51](#), § 1, 11-4-21; [Ord. No. 2022-41](#), § 1, 10-25-22, eff. 12-31-22)

- **Sec. 26-102. - Living wage.**

[SHARE LINK TO SECTIONPRINT SECTIONDOWNLOAD \(DOCX\) OF SECTIONEMAIL SECTION](#)

(a)

Living wage requirement.

(1)

Living Wage Obligation for New Contracts Entered Into on or after January 1, 2023. Each covered employer entering into a new service contract on or after January 1, 2023, shall pay each of its covered employees the amount listed in paragraph a. or b. immediately below:

a.

Living wage rate with health care benefits. A living wage of no less than Fifteen Dollars (\$15.00) per hour for covered employees other than security services officers, or Seventeen Dollars and Seventeen Cents (\$17.17) per hour for security services officers, adjusted as provided below, in addition to health care benefits as described in [Section 26-102](#)(d) below.

b.

Living wage rate without health care benefits. If a covered employer does not offer a covered employee health care benefits, a living wage of no less than Fifteen Dollars (\$15.00) per hour

for covered employees other than security services officers, or Seventeen Dollars and Seventeen Cents (\$17.17) per hour for security services officers, plus the health care benefit amount, as defined below in [Section 26-102](#)(d)(1), adjusted as provided below.

(2)

Living Wage Obligation for Contracts Entered Into Prior to January 1, 2023, Including Renewals, Amendments, and Extensions Thereof. Commencing January 1, 2023, each covered employer with a service contract entered into prior to January 1, 2023, shall pay each of its covered employees the amount listed in paragraph (a)(1) above, subject to the following conditions precedent .

Notwithstanding anything to the contrary stated in [Section 26-102](#), each covered employer shall continue to pay the living wage rate with health care benefits or the living wage rate without health care benefits, as applicable, that would otherwise be in effect immediately prior to the effective date of this amendment to the Living Wage Ordinance, adjusted as provided in [Section 26-102](#)(f), unless and until the condition established in either paragraph a or paragraph b immediately below occurs:

a.

The County and the covered employer enter into a written amendment expressly applying to the underlying service contract the higher living wage and health care benefit amount, and any applicable paid time off requirement, established by this amendment to the Living Wage Ordinance. The amendment may provide funding by the County to reasonably mitigate increased costs, if any, resulting from this amendment to the Living Wage Ordinance provided (i) the covered employer certifies in writing that any such funding provided by the County equals or is less than the amount of such increased costs; (ii) the County's contract administrator certifies in writing that, after diligent review of applicable documentation, the contract administrator concurs with the covered employer's certification; and (iii) the County's payment of any such mitigation costs is funded through the same funding source used for payments under the underlying contract (e.g., general fund dollars may only be used to pay mitigation costs in connection with those contracts funded through general fund dollars); or

b.
The covered employer provides written consent and express waiver of any objection or defense to the application of the higher living wage established by this amendment to the Living Wage Ordinance, in form and substance approved by the Office of the County Attorney.

On or before March 1, 2023, the County Administrator, through applicable staff, shall present to the County Commission each affected service contract entered into prior to January 1, 2023, as to which neither the condition stated in paragraph a nor the condition stated in paragraph b has been met, and shall concurrently recommend in writing whether each such contract should be terminated for convenience (if and as permitted under the contract) or continued. For each contract as to which staff is recommending a continuation, staff's recommendation shall state the operational justification for such continuation. The County Commission, after considering staff's recommendations, shall determine the appropriate action to take regarding each contract. With regard to service contracts entered into prior to January 1, 2023, as to which neither the condition stated in paragraph a nor the condition stated in paragraph b has been met, staff may not approve any amendment, renewal, or extension thereof unless the amendment, renewal, or extension includes a commitment by the covered employer to pay, upon the commencement of the amendment, renewal, or extension, the higher living wage established by this amendment to the Living Wage Ordinance and to provide any required paid time off. Any amendment, renewal, or extension that does not include this commitment may be approved only by the County Commission, and any contrary prior delegation of authority to staff is hereby rescinded.

(b)

No pass through. Any increased living wage, health care benefit, or paid time off costs resulting

from the Living Wage Ordinance shall not be passed through to the County unless clearly disclosed to and expressly approved by the County Commission.

(c)

County employees. Commencing with the first full pay period after January 1, 2023, for part-time benefit-eligible or full-time benefit-eligible County employees under the County pay plan, the County will pay a living wage of no less than Fifteen Dollars (\$15.00) per hour, adjusted as provided below, in addition to health care benefits as hereinafter described.

(d)

Health care benefits.

(1)

Health care benefit amount. The health care benefit amount required by the Living Wage Ordinance shall consist of payment by a covered employer, or by the County for its employees, of an amount ("health care benefit amount") toward the provision of health care benefits for a covered employee and dependents, as follows:

a.

Effective January 1, 2019, a health care benefit amount of at least One Dollar and Sixty-three Cents (\$1.63) per hour, adjusted as provided below on January 1, 2020.

b.

Effective January 1, 2021, a health care benefit amount of at least Three Dollars and Forty-four Cents (\$3.44) per hour, adjusted as provided below beginning on January 1, 2022.

(2)

Proof of health care benefits. A covered employer must submit a written declaration of compliance as proof of the provision of health care benefits to qualify to pay the living wage rate for covered employees with health care benefits.

(3)

The minimum contribution by a covered employer (or the County for its employees) for health care benefits on a per-hour basis shall be calculated based on a forty (40) hour work week. Hours worked by a covered employee in excess of forty (40) hours per week shall not require additional payments towards the provision of health care benefits.

(4)

If a covered employer or the County, as applicable, contributes less than the required amount for its covered employee's health care benefits, the difference shall be paid to the covered employee as an additional hourly wage amount.

(5)

If the health care benefits plan provided requires an initial period of employment before a new covered employee becomes eligible for the health care benefits ("eligibility period"), the covered employer or the County, as applicable, shall pay the living wage amount and the additional health care benefit amount during a new covered employee's eligibility period. When the new covered employee is provided health care benefits, the covered employer may qualify to pay the living wage rate applicable for covered employees that are provided health care benefits.

(6)

If a covered employee declines health care benefits, the covered employer may pay to the employee the living wage rate with health care benefits, as described in [Section 26-102\(a\)\(2\)a](#), provided the covered employer provides to the County written proof of the covered employee's declination.

(e)

Paid time off.

(1)

Amount of paid time off. A service contractor shall provide paid time off to its covered employees under either the accrual method or the lump sum method, as described below.

a.

Accrual method. Under the accrual method, each covered employee of a service contractor shall earn at least one (1) hour of paid time off for every thirty (30) hours worked, provided that nothing in this section requires that total accrued paid time off, on an annual basis, exceed forty (40) hours. The covered employee shall begin to accrue paid time off upon the effective date of hire or January 1, 2023, whichever is later.

b.

Lump sum method. Under the lump sum method, the service contractor shall award each covered employee no less than forty (40) hours of paid time off at the beginning of each twelve-month period of employment, which award must occur by ninety (90) days after the covered employee's effective date of hire or January 1, 2023, whichever is later.

c.

Limit on paid time off. A covered employer may not set a limit on the total accrual or award of paid time off at less than forty (40) hours on an annual basis.

(2)

Regular wage rate. Paid time off shall be paid at a covered employee's regular wage rate at the time the paid time off is used.

(3)

Use of paid time off. A covered employee may use paid time off for vacation, personal necessity, or sick leave upon accrual or upon lump sum award, as applicable.

(4)

Effective date for paid time off. [Section 26-102](#)(e) shall only apply to (i) service contracts for covered services or concessionaires resulting from solicitations for which the advertisement period includes any date on or after January 1, 2023; (ii) service contracts for covered services or concessionaires in effect on January 1, 2023, including renewals, amendments, and extensions thereof, subject to the requirements and conditions precedent stated in [Section 26-102](#)(a)(2); and (iii) new service contracts for covered services or concessionaires entered into after January 1, 2023.

(f)

Adjusting the living wage and health care benefit amount. Beginning on January 1, 2023, for the health care benefit amount, and beginning on January 1, 2024, for the living wage amount, and thereafter on January 1 of each year, the living wage and the health care benefit amount shall each be adjusted annually by the lowest of the following three (3) percentages:

(1)

The percentage increase in the Consumer Price Index for All Urban Consumers (CPI-U), All Items, Miami- Fort Lauderdale-West Palm Beach, FL, calculated by the United States Department of Labor, for the immediately preceding period of November 1 through October 31;

(2)

Three percent (3%); or

(3)

The percentage across-the-board compensation increase provided by the County to unrepresented County employees.

(g)

Written declaration required before award. Before entering into any contract with the County for a service contract, the covered employer must submit a written declaration to the County that it will pay each of its covered employees no less than the living wage described in the applicable section above. The written declaration, at a minimum, must include the following:

(1)

The name, address, and telephone number of the covered employer, a local contact person, and the specific project for which the service contract is sought;

(2)

The amount of the contract and the applicable County department the contract will serve;

(3)

A brief description of the project or service provided;

(4)

A statement of the wage levels for all covered employees;

(5)

A commitment to pay all covered employees a living wage, as described in [Section 26-102\(a\)](#); and

(6)

A commitment to provide paid time off to all covered employees of the service contractor in accordance with [Section 26-102\(e\)](#).

(h)

Observance of other laws. Every covered employee shall be paid at least biweekly, and without subsequent deduction or rebate of any amount (except for such payroll deductions as are directed or permitted by law or a collective bargaining agreement). The covered employer shall, at a minimum, pay covered employees the living wage rates required by the Living Wage Ordinance and shall also comply with federal and all other applicable laws and ordinances, such as overtime and other wage laws and ordinances.

(i)

Posting. A copy of the living wage rate shall be posted by the covered employer at the workplace in a prominent place where it can easily be seen by covered employees and shall be furnished to a covered employee within a reasonable time after a request to do so. A copy of the living wage rate shall be posted by the covered employer's subcontractors in a prominent place at each subcontractor's premises where paychecks are distributed and shall also be furnished to a covered employee upon request within a reasonable time after the request is made. Additionally, service contractors shall forward a copy of the requirements of the Living Wage Ordinance to any individual and any entity submitting a bid for a subcontract on any County service contract covered by this article. A covered employer shall also provide the following statement to each covered employee with the employee's first paycheck and every six (6) months thereafter: "You are required by Broward County ordinance to be paid at least [insert applicable rate pursuant to the Living Wage Ordinance] dollars an hour. If you are not paid this hourly rate, contact your supervisor or a lawyer." A service contractor shall also provide the following statement to each covered employee with the employee's first paycheck and every six (6) months thereafter: "By Broward County ordinance, you are entitled to accrue paid time off or be awarded forty (40) hours of paid time off on an annual basis." All notices required by this paragraph shall be printed in English, Spanish, and Creole. The statements shall be provided in the manner set forth below:

(1)

By printing or stamping the statements on the front of the covered employee's first paycheck or, if the covered employee has direct deposit of his or her pay, the covered employer may print or stamp the statements on the inside or outside of the covered employee's first direct deposit receipt; or

(2)

By attaching or endorsing the printed or stamped statements with the covered employee's first paycheck or direct deposit receipt and subsequently providing a written declaration from the covered employer to the County acknowledging that the statements were provided to the covered employee with his or her first paycheck.

(i)

Inconsistency with Applicable Law or Collective Bargaining Agreement. The provisions of the Living Wage Ordinance shall not be applicable to the extent they conflict with federal or state law. Additionally, nothing in the Living Wage Ordinance shall require the payment of any wage where the applicable covered employee is a member of a collective bargaining unit

that has collectively bargained for a higher wage.

(Ord. No. 2002-45, § 3, 10-8-02; Ord. No. 2008-45, § 1, 10-7-08; Ord. No. 2014-35, § 1, 10-14-14; Ord. No. [2015-41](#), § 2, 10-13-15; Ord. No. [2018-46](#), § 1, 12-11-2018; Ord. No. [2019-10](#), § 1, 2-26-19; [Ord. No. 2022-41](#), § 2, 10-25-22, eff. 12-31-22)

Sec. 26-103. - Implementation.

(a)

Procurement specifications.

(1)

Payment of the living wage and providing paid time off shall be required by the procurement specifications for all County service contracts for covered services on which bids or proposals shall be solicited on or after the effective date of this article. Such procurement specifications shall also require each firm that utilizes a subcontractor to inform each subcontractor, prior to the time the subcontractor offers its price to such firm, of its obligation to pay a living wage and to provide paid time off to its covered employees. The procurement specifications for applicable contracts shall include a requirement that service contractors agree to produce all documents and records relating to payroll and that service contractors agree to comply with the obligation to maintain payroll records for covered employees for at least three (3) years from the date of termination of the service contract and to produce such records for inspection and copying upon request from the applicable contract administrator ("contract administrator" shall have the same meaning as set forth in the Broward County Procurement Code) or the County Administrator.

(2)

By submitting a bid or proposal in response to a County Procurement solicitation and accepting a contract that requires compliance with this article, each service contractor agrees to and shall be bound by the determinations made in accordance with the rules and procedures established pursuant to [Section 26-104](#) hereof if a person or subcontractor submits a dispute for determination in accordance with such section. Each such service contractor expressly agrees to be bound by the provisions and procedures set forth and by any sanctions and remedies imposed pursuant to this article.

(b)

Airline service provider agreements.

(1)

Airline service provider agreements authorize airline service providers to perform covered airport services. These agreements shall contain provisions requiring the airline service providers to agree to the following:

a.

To pay a living wage;

b.

To inform each subcontractor of its obligation to pay a living wage to its covered employees, and ensure that each applicable subcontract contains language requiring that this obligation be met;

c.

To produce all documents and records relating to payroll and agree to comply with the obligation to maintain payroll records for covered employees for at least three (3) years from the date of termination of the service contract; and

d.

To produce such records for inspection and copying upon request from the Aviation Department, County Administrator, or the Office of the Broward County Auditor.

(2)

By entering into a contract to provide covered airport services, an airline service provider agrees to and shall be bound by the provisions and procedures set forth and by any sanctions and

remedies imposed pursuant to this article, including determinations pursuant to [Section 26-104](#) if a dispute for determination in accordance with such section is submitted.

(3)

All airline service providers performing covered airport services at the Airport on or after January 1, 2016, must enter into an airline service provider agreement pursuant to this Ordinance.

(c)

Information distributed. All requests for bids, requests for proposals, or requests for letters of interest for service contracts, whether advertised or informally solicited, shall include appropriate information about the requirements of this article and a form which vendors may request an exemption from reporting requirements pursuant to [Section 26-103\(e\)](#).

(d)

Maintenance of payroll records. Each covered employer shall maintain payroll records for all covered employees and shall preserve them for a period of three (3) years from the date of termination of any County service contract. The records shall contain:

(1)

The name and address of each covered employee;

(2)

The job title and classification;

(3)

The number of hours worked each day;

(4)

The gross wages earned and deductions made;

(5)

Annual wages paid;

(6)

A copy of the covered employer's social security returns and evidence of payment thereof;

(7)

A record of fringe benefit payments, including covered employee and covered employer contributions to employer-approved plans;

(8)

A record of the number of hours of paid time off each covered employee accrued or was awarded each year; and

(9)

Any other data or information the County Administrator may require from time to time.

(e)

Reporting payroll. Every six (6) months, the covered employer shall file with the contract administrator a complete payroll showing the covered employer's payroll records for each covered employee working on the contract(s) for covered services and for covered airport services for at least one (1) payroll period. Upon request, the covered employer shall produce for inspection and copying its payroll records for any or all of its covered employees for the prior three (3) year period. A covered employer is exempt from this reporting requirement if the term of the contract for covered services or for covered airport services is six (6) months or less.

(f)

Exemption. A covered employer who routinely pays the living wage to all of its covered employees that work a minimum of twenty (20) hours per week in a covered services category or for covered airport services may obtain an exemption from the requirement under [Section 26-103\(d\)](#) to report and file payroll records every six (6) months in the manner set forth below. If requested by a covered employer on a form available from the County's Purchasing Division and if the covered employer provides a written declaration attesting that its wages for covered employees are at least equal to the amount of the living wage, the County's Purchasing Division Director is authorized to grant, in writing, a whole or partial exemption from the requirement to

report and file payroll records every six (6) months with the contract administrator as follows:

(1)

An exemption shall be granted where the covered employer demonstrates that its covered employees have been continuously paid the applicable living wage or a higher wage for at least one (1) year prior to entering into the service contract. The covered employer may demonstrate that its covered employees have been paid the applicable living wage by submitting payroll records or pay scale records (by job classification); or

(2)

An exemption shall be granted where the covered employer demonstrates to the satisfaction of the County's Purchasing Division Director that the amounts paid to its covered employees are required by law or are required pursuant to a contractual obligation, such as a collective bargaining agreement.

(3)

When granted, the covered employer shall not acquire a property right or property interest in continuing the exception, and the County shall have the absolute right to cancel the exemption at any time upon notice to the covered employer. An exemption may be canceled at any time by the County's Purchasing Division Director by giving the covered employer written notice of such cancellation.

(4)

If an exemption is granted under this subsection, the exemption shall not affect the covered employer's obligation to produce its payroll records for any or all of its covered employees for inspection and copying for any three-year period permitted by [Section 26-103](#)(d) when requested by the County's authorized employees, agents, and representatives.

(5)

By requesting and receiving an exemption, a covered employer acknowledges and agrees that its failure to pay its covered employees the living wage or its failure to otherwise comply with any remaining nonexempt obligation to its service contract or this article shall constitute a default under, and a breach of, the service contract for which the exemption was granted.

(Ord. No. 2002-45, § 4, 10-8-02; Ord. No. 2008-45, § 1, 10-7-08; Ord. No. [2015-41](#), § 3, 10-13-15; [Ord. No. 2022-41](#), § 3, 10-25-22, eff. 12-31-22)

- **Sec. 26-104. - Compliance and enforcement.**

[SHARE LINK TO SECTION](#)
[PRINT SECTION](#)
[DOWNLOAD \(DOCX\) OF SECTION](#)
[EMAIL SECTION](#)

(a)

Service contractor to cooperate. A service contractor shall permit County employees, agents, or representatives to observe work being performed at, in, or on the project or matter for which the service contractor has a contract. The County employees, agents, or representatives may examine the books and records of the service contractor relating to employment and payroll to determine whether the service contractor is in compliance with the provisions of this article.

(b)

Complaint procedures and sanctions. A covered employee or subcontractor of a service contractor who believes that this article applies or applied to him, her, or it, and who also believes the responsible service contractor is not or was not complying with requirements of this article that would benefit him, her, or it, has a right to complain by filing a written complaint. The County Administrator shall establish by Administrative Rule the procedures and requirements for filing a complaint and for the processing and resolution of complaints under this section, including the sanctions to be imposed for violations of this section.

(c)

Private right of action against service contractors. Any covered employee or subcontractor of a service contractor, or any person or subcontractor who was formerly a covered employee or subcontractor of a service contractor, may, instead of the County procedure set forth in

subsection (b), but not in addition to such procedure, bring an action by filing suit against the covered employer in a court of competent jurisdiction to enforce the provisions of this article, and may be awarded back pay, benefits, attorney's fees, and costs. The applicable statute of limitations for such a claim will be two (2) years as provided in Subsection 95.11(4)(c), Florida Statutes, as may be amended from time to time, in an action for payment of wages. The court may also impose sanctions on the covered employer, including those persons or entities aiding or abetting the covered employer, to include wage restitution to the affected employee and damages payable to the affected employee in the sum of up to Five Hundred Dollars (\$500.00) a day but not to exceed One Thousand Dollars (\$1,000.00) for each week each covered employer is found to have violated this article.

(d)

Sanctions against service contractors. For violations of this article as determined by the procedures set forth by Administrative Rule, the County may sanction a service contractor by requiring the service contractor to pay wage restitution to the affected employee or subcontractor. The County may also sanction the service contractor in at least one (1) of the following additional ways:

(1)

Damages payable to the County in the sum of up to Five Hundred Dollars (\$500.00) a day but not exceed One Thousand Dollars (\$1,000.00) for each week for each covered employee or subcontractor found to have not been paid in accordance with this article;

(2)

The County may suspend or terminate payment under the subject contract or terminate the contract with the service contractor;

(3)

The County may declare the service contractor ineligible for future service contracts for five (5) years or until all damages and restitution have been paid in full, whichever is longer. In addition, any employer shall be ineligible for County service contracts where a principal officer of such employer was a principal officer of a service contractor who has been declared ineligible under this article; and

(4)

All such sanctions recommended or imposed shall be a matter of public record.

(e)

Retaliation and discrimination barred. An employer shall not discharge, reduce the compensation of, or otherwise discriminate against any employee or subcontractor for filing a complaint in accordance with this article or for otherwise asserting his, her, or its rights under this article. Allegations of retaliation or discrimination, if found to be true by the County Administrator, pursuant to the procedures established by Administrative Rule, or by a court of competent jurisdiction under subsection (c), shall result in an order of restitution and reinstatement of a discharged employee with back pay to the date of the violation, or such other relief as deemed appropriate. In addition, the County Administrator or the court may impose an additional sanction of up to Five Hundred Dollars (\$500.00) a day but not to exceed One Thousand Dollars (\$1,000.00) for each week since the covered employee or subcontractor was discharged or terminated, the compensation was reduced, or other discrimination occurred as a result of retaliation prohibited by this article.

(f)

Remedies herein non-exclusive. Except as provided in Subsection [26-104\(c\)](#) no remedy set forth in this article is intended to be exclusive or a prerequisite for asserting a claim for relief to enforce any right under this article in a court of law.

(Ord. No. 2002-45, § 5, 10-8-02; Ord. No. 2008-45, § 1, 10-7-08)

- **Section 26-105. - Living wage advisory board created; composition, terms; duties; and organization.**

(a)

There is hereby created the Living Wage Advisory Board which shall be composed of nine (9) members appointed by the Board of County Commissioners.

(b)

Each County Commissioner shall nominate one (1) member to the Living Wage Advisory Board using the categorical draw method established by the Intergovernmental Affairs/Boards Section, which nominations are subject to appointment by the Board of County Commissioners. The required membership categories are as follows:

(1)

No more than four (4) members shall be representatives of the business community.

(2)

Of the members representing the business community, at least two (2) members shall be representatives of service contractors, with at least one (1) such service contractor also being a covered employee.

For purposes of this subsection, "business community" shall not include a nonprofit entity that is recognized by the Federal Internal Revenue Service as exempt from payment of federal income taxes.

(c)

The provisions of [Section 1-233](#), Broward County Code of Ordinances, shall apply to the Living Wage Advisory Board.

(d)

The Living Wage Advisory Board shall review the implementation and effectiveness of this article and advise the Board of County Commissioners of the same, together with any recommendations for amendments hereto.

(e)

The Living Wage Advisory Board shall elect a Chair and Vice-Chair and promulgate rules necessary to conduct the business of the Living Wage Advisory Board.

(Ord. No. 2002-45, § 6, 10-8-02; Ord. No. 2008-45, § 1, 10-7-08; Ord. No. [2018-09](#), § 7, 2-6-18)

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