



REQUEST FOR PROPOSALS

TRANSPORTATION SERVICES FOR SENIOR CITIZEN PROGRAM RFP No. 02-21-22

DATE OF ADVERTISEMENT

FRIDAY, NOVEMBER 5, 2021

ADDITIONAL INFORMATION & CLARIFICATION DEADLINE

THURSDAY, NOVEMBER 18, 2021, BY NO LATER THAN 3:30 P.M. (LOCAL TIME)

PROPOSAL SUBMITTAL DEADLINE

WEDNESDAY, DECEMBER 1, 2021, BY NO LATER THAN 3:30 PM (LOCAL TIME)

**CITY OF NORTH MIAMI
OFFICE OF THE CITY CLERK
CITY HALL, FIRST FLOOR
776 NE 125TH STREET
NORTH MIAMI, FLORIDA 33161-4116**

The responsibility for ensuring that a response to this Solicitation is received by the City of North Miami at the Office of the City Clerk prior to the Submittal deadline rests solely with the Respondent. The City of North Miami will not accept late submittals due to delays resulting from or caused by the United States Post Office, private courier services or any other means of delivery used by the Respondent for submittal of their Proposal.

Copies of this Solicitation may be obtained by contacting DemandStar at www.demandstar.com or calling 866-273-1863 or downloaded from the City's Purchasing Department website at:

<https://www.northmiamifl.gov/bids.aspx>

Contact Person: Heylicken Espinoza, CPPB, Purchasing Agent
Email: purchasing@northmiamifl.gov - Telephone: (305) 895-9886



The City of North Miami, Florida (“City”) is soliciting proposals from qualified and experienced firms to provide transportation services for the City’s Golden Silver Seniors Program.

Please submit one (1) original Proposal, three (3) copies of the original Proposal and one (1) digital copy on a USB Flash Drive or CD either by mail or hand delivery in response to this Solicitation. Proposals are to be submitted in a sealed envelope bearing the name of the individual and/or company, and the address as well as the number and title of this Solicitation by no later than the Submittal deadline specified in the Solicitation Timetable below. **All Proposals received on a timely basis shall be opened and read immediately after the Submittal deadline has passed in the City of North Miami Council Chambers, located on the Second Floor of City Hall.** Proposals received after said date and time **will not** be considered and no time extensions will be permitted. Proposals must be addressed to the City of North Miami, Office of the City Clerk, 776 N E 125th Street, North Miami, Florida 33161.

The bid opening for this Solicitation will be live-streamed from the Council Chambers on the second floor of City Hall located at 776 NE 125th Street, North Miami, FL 33161. The live-stream can be viewed online at <https://livestream.com/cityofnorthmiami>

Please clearly mark Proposals as follows:

**“IMPORTANT - SOLICITATION ENCLOSED”
Transportation Services for Senior Citizen Program
RFP No. 02-20-21**

The Solicitation Timetable is as follows:

Event	Date	Time
Advertisement Date	Friday, November 5, 2021	
Deadline for Questions or Request for Clarification	Thursday, November 18, 2021	3:30 pm
Proposal Submittal Deadline	Wednesday, December 1, 2021	3:30 pm
Evaluation Committee Interviews	To Be Determined	
City Council Approval Date	To Be Determined	

Note: The City reserves the right to delay or modify scheduled dates and will post notice of any changes on the Purchasing Department website.

CONE OF SILENCE

Please be advised that this Solicitation is issued subject to Sections 7-192 and 7-193 of the City’s Code of Ordinances, otherwise referred to as the Cone of Silence Ordinance, prohibiting certain types of communications as further detailed in the General Conditions section of this Solicitation, while the Cone of Silence is in effect (see **Appendix “A”** for further information).

We look forward to your participation in this Solicitation.

Sincerely,

Alberto Destrade

Alberto Destrade, CPPO
Purchasing Director

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All of our contract forms are fill-in able and can be found on the City's website at:

<https://www.northmiamifl.gov/217/Contract-Forms>

- A-1 Public Entity Crimes Affidavit
- A-2 Non-Collusive Certificate
- A-3 Local Preference Affidavit
- A-4 Questionnaire Instructions
- A-5 Acknowledgement of Addenda
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SECTION 1.0
INSTRUCTIONS TO PROPOSERS /
GENERAL TERMS AND CONDITIONS

1.1 DEFINITIONS

- a) "City" means the City of North Miami.
- b) "City Council" means the governing body of the City of North Miami comprised of the Mayor and City Council members.
- c) "City Manager" means the Chief Executive officer of the City or his designee.
- d) "Contract" or "Agreement" means a binding written agreement for the solicited Work and/or Services required by the City, including purchase orders, containing terms and obligations governing the relationship between the City and the Awarded Respondent.
- e) "Contractor" or "Awarded Vendor" means the Proposer or Respondent that is awarded a Contract pursuant to this Solicitation.
- f) "Department" means a department of the City, as may be designated herein.
- g) "Proposal" means any and all documents submitted by a Proposer in response to this Solicitation.
- h) "Proposer" or "Respondent." Any and all individuals, companies, joint ventures or other type of business organization submitting a response to this Solicitation.
- i) "Scope of Services" or "Scope of Work" means the work to be performed by the selected Respondent under this Contract.
- j) "Solicitation" means this Request for Proposals (RFP) document, and all associated addenda and attachments.
- k) "Subcontractors" or "Sub-consultant" shall mean any person, Respondent, entity or organization, other than the employees of the Awarded Vendor, who contracts with the Awarded vendor to furnish labor, or labor and material, in connection with the Services to the City, whether directly or indirectly, on behalf of the Awarded vendor.
- l) "Work" or "Services" includes all labor, materials, equipment, supervision, expertise,

maintenance, repair, and services to be provided by the Awarded Vendor to successfully perform the Services required under this Solicitation, as more specifically detailed under Section 3.0 herein.

1.2 CITY OVERVIEW

The City of North Miami, Florida (with a population of over 62,000 residents) is a diverse community, ideally located midway between Miami and Fort Lauderdale and encompasses approximately 9.5 square miles. As the sixth largest City in Miami-Dade County, North Miami is committed to growth in its business community, while also focusing on issues such as education, the arts, leisure activities and sustainability to provide a viable future for our residents and preserve the City's rich history since its incorporation in 1926.

The City currently has over 500 employees and provides a wide range of governmental services including public safety/police services, parks and recreation, public works, water and sewer, planning, building and zoning, code enforcement, and community development to its citizens.

The City is a very large consumer of goods and services and the purchasing decisions of our employees and awarded vendors can positively or negatively affect the environment. By including environmental considerations in our procurement decisions, along with our goal of identifying the most cost-effective and competitive pricing, we strive to remain fiscally responsible while promoting practices that improve public health and safety, reduce pollution, and conserve natural resources.

1.3 INVITATION

This invitation is extended to Respondents that can provide the requirement(s) specified herein. The requirements presented in this Solicitation represent the City's anticipated needs.

1.4 PUBLIC ENTITY CRIMES AFFIDAVIT

The Public Entity Crime Affidavit, (**Contract Form "A-1"**) referenced in this Solicitation, includes documentation that shall be executed by an individual authorized to bind the Respondent. If the Public Entity Crime Affidavit is not submitted as part of the Respondent's Proposal package, is altered in any manner or is not fully completed, the Respondent may be deemed non-responsive to the Solicitation requirements

1.5 PUBLIC ENTITY CRIME / DISCRIMINATORY RESPONDENT LIST

Any Respondent, or any of its suppliers, subcontractors/sub-consultants, vendors, or consultants who shall perform work which is intended to benefit the City, shall not be a convicted Respondent or included on the discriminatory Respondent list. If the Respondent or any affiliate of the Respondent has been convicted of a public entity crime or has been placed on the discriminatory Respondent list, a period longer than 36 months must have passed since that person was placed on the convicted Respondent or discriminatory Respondent list. The Respondent further understands and accepts that any Contract issued as a result of this Solicitation shall be either voidable or subject to immediate termination by the City. The City in the event of such termination, shall not incur any liability to the Respondent for any work or materials furnished.

1.6. LOBBYING

All Respondents, their agents and sub-consultants or sub-contractors, are hereby placed on notice that neither the City Council Members, any Evaluation Committee member, employees of the City or employees of any other sponsoring agency shall be lobbied either individually or collectively regarding this Solicitation. Respondents and their agents, sub-consultants or sub-contractors are hereby placed on notice that they are prohibited from contacting any of these individuals for any purpose relating to this Solicitation. Any Proposal submitted by a Respondent, its agents, sub-consultants or sub-contractors who violate these guidelines will not be considered for review. The

Purchasing Department shall be the only point of contact for questions and/or clarifications concerning this Solicitation, the selection process and the negotiation and award procedures.

1.7. SUSPENSION OF AWARDED VENDORS FOR MATERIAL BREACH OF CITY CONTRACTS

Pursuant to Sec 7-160 of the City's Procurement Code, the City may temporarily or permanently suspend an Awarded Vendor from doing business with the City whenever said vendor materially breaches its Contract with the City, upon recommendation by the Purchasing Director. Any Proposal submitted by a Respondent, its sub-contractors, sub-consultants or vendors who are included on the City's "Suspension List" shall not be considered for review.

In addition, the principals of any Respondent or its sub-contractors, sub-consultants or vendors who are included on the City's "Suspension List" shall not attempt to do business with the City under a different name or form a new legal entity in order to do business with the City while they remain on said list. In the event of any intentional misrepresentation, the Respondent further understands and accepts that any Contract issued as a result of this Solicitation shall be subject to immediate termination for default and suspension procedures by the City. The City, in the event of such termination, shall not incur any liability to the Respondent for any work or material furnished.

1.8. POINTS OF CONTACT TIMETABLE FOR INQUIRES

Interested firms may contact the City's Purchasing Department regarding any general questions. However, questions relating to technical inquiries and/or clarification of specific criteria must be submitted to the Purchasing Department in writing, preferably via e-mail, to the address indicated on the cover page.

Technical questions or inquiries regarding clarification of criteria will not be entertained beyond the cut-off date indicated on the Solicitation Timetable, in order for the City to be able to provide answers to submitted questions on a timely basis. The City shall provide answers

in the form of written addenda to be posted on the City's web site (www.northmiamifl.gov) and DemandStar at www.demandstar.com or by calling 866-273-1863 and requesting the corresponding document number.

1.9. ORAL REPRESENTATION

No oral representation made by the City staff shall be binding. The contents of this RFP and any subsequent addenda issued by the City shall govern all aspects of this Solicitation.

1.10. ADDENDA

If any revision to this Solicitation becomes necessary, the City will post written addenda on the City website at (<https://www.northmiamifl.gov/bids.aspx>) and on DemandStar at www.demandstar.com at least seven (7) calendar days before the date scheduled for opening the responses. However, please be advised that the City may revise the deadline for response submittal at any time prior to the date and time scheduled for opening the responses. **It is the responsibility of each Respondent to inquire and confirm whether any addenda has been issued by the City before the Solicitation deadline by either calling or checking the City's website (www.northmiamifl.gov) and DemandStar at www.demandstar.com or calling 866-273-1863 and requesting the corresponding document number, prior to submittal of their Proposal. All addenda placed on the DemandStar can be downloaded.**

1.11. CANCELLATION OF THE SOLICITATION

The City reserves the right to cancel this Solicitation and/or re-advertise and re-solicit the requirements at any time when determined to be in the best interest of the City.

1.12. PROTEST

If a potential Respondent protests any provisions of the Request for Proposal documents, a written protest must be filed with the City Clerk within five (5) business days prior to date set for opening of the Proposals. A written protest is considered filed when received by the City Clerk.

Any Proposer who files a formal written protest pursuant to Section 7-158, City Code, shall post with the City at the time of filing the formal written protest with the City at the time of filing the formal written protest a filing fee in an amount equal to one percent (1%) of the amount of the bid or proposed Contract, or one thousand dollars (\$1,000), whichever is less. Failure to file a notice of protest within the time prescribed in Section 7-158, City Code, or failure to post the filing fee within the time allowed, shall constitute a waiver of such Proposer's right to file a protest.

Notice of written protest along with the filing fee, shall be timely filed with the City Clerk of the City of North Miami at 776 NE 125th Street, 1st Floor North Miami, FL 33161. The City will not accept receipt of any formal written protests filed at any location other than the City's Clerk's Office

1.13. CONTRACT

Proposers must understand that neither this Solicitation nor the responses submitted pursuant thereto shall not constitute a contract with the City. No contract is binding or official until responses are reviewed and accepted by appointed City staff, approved by the appropriate level of authority within the City and an official contract is duly executed by the parties. The selected Respondent shall be required to sign a Contract which the City determines to be fair, competitive and reasonable.

1.14. PROPOSAL COST

Neither the City nor its representatives shall be liable for any expenses incurred in connection with the preparation, submittal or presentation of a response to this Solicitation. All information in the response shall be provided at no cost to the City.

1.15. TAX EXEMPT STATUS

The City is exempt from Florida Sales and Federal Excise taxes on direct purchase of tangible property.

1.16. SUBMITTAL AND OPENING OF PROPOSALS

All responses shall be submitted in a sealed envelope by the deadline indicated on the cover page of this Solicitation. The response shall identify the Solicitation number and title specified on the cover page of this Solicitation. Reference information shall also be marked on the outside of the sealed envelope, including the Respondent's return address. The City assumes no responsibility for responses not properly marked.

The City will not accept responses delivered after the established deadline. If the response is delivered after the established deadline, a Respondent shall be deemed non-responsive to the Solicitation requirements.

Receipts of a submittal issued by any City office, receptionist or personnel other than the Clerk's Office will not constitute "delivery" as required by this Solicitation. The City will not accept or consider responses submitted via facsimile transmission. The public is welcome to attend the Solicitation opening.

1.17. ASSIGNMENT OF RESPONSE

A Respondent shall not transfer or assign its response to a third-party following submittal of a Proposal to the City.

1.18. WITHDRAWAL OF RESPONSE

Respondents shall withdraw their submitted Proposal by notifying the City either in writing or in person through an authorized representative at any time prior to the submittal deadline. Individuals making the withdrawal shall provide evidence of serving as an authorized representative of the Respondent. Once Proposals are submitted, they become the property of the City and will not be returned to Respondents even when they are withdrawn from consideration.

Proposals may not be withdrawn or modified once the City has opened them after the Submittal Deadline has passed, except for any request from the City for clarifying information or request for documents during Contract negotiations.

1.19. PUBLIC RECORDS AND EXEMPTIONS

Please be advised that Proposals received by the City become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Respondents must invoke the exemptions to public records disclosure provided by law, if any, by citing the specific statutory authority for the claimed exemption, identifying the data or other materials to be protected, and stating the reasons why such exclusion from public disclosure is necessary. All Proposals shall be available for public inspection once the City posts notice of an intended decision or thirty (30) days after the opening of Proposals, whichever is earlier.

1.20. REJECTION OF RESPONSES

Pursuant to Section 7-136, City Code, the City reserves the right to reject any and all Proposals for reasons including, but not limited to, the following:

- a) When such rejection is in the interests of the City;
- b) If such Proposal is deemed non-responsive;
- c) If the Respondent is deemed non-responsive; or
- d) If the Proposal contains any materials irregularities.

Minor irregularities contained in a Proposal may be waived by the City. A minor irregularity is a variation from the Solicitation that does not affect the price of the Contract nor does it give a Respondent an advantage or benefit not enjoyed by other Respondents and does not adversely impact the City.

1.21. REVIEW OF PROPOSALS FOR RESPONSIVENESS

Each Proposal will be reviewed to determine if the Proposal is responsive to the submittal requirements stipulated in this Solicitation. A responsive Proposal is one which complies with the requirements of this Solicitation, includes all of the requisite documentation, is submitted in a timely manner and has the appropriate signature

as required on each document. **Failure to comply with any of these requirements may result in a Proposal being deemed non-responsive.**

1.22. PROPOSAL EVALUATION AND COMMITTEE INTERVIEWS

An Evaluation Committee shall be established in accordance with the City’s Procurement Code. The Committee shall be convened for the purpose of reviewing and evaluating the Proposals submitted in response to this Solicitation in accordance with the criteria outlined under Section 5.0 of this Solicitation. The Committee may decide to interview one or more Respondents or instead may choose to recommend the highest ranked Respondents for award, based solely on their review and evaluation of Proposals, to the City Council without conducting interviews.

In the event that the Committee chooses to interview one or more of the Respondents, the final ranking shall be based on the Committee’s final evaluation following their interview of the selected firms. The Committee’s results and recommendation for award shall be submitted to the City Council for review by the Purchasing Department.

1.23. CITY MANAGER’S REVIEW

The Purchasing Department shall submit the results and recommendation of the Evaluation Committee to the City Manager for review. Upon receipt, the City Manager may proceed as follows:

- a) Approve the Committee’s recommendation and submit to City Council for approval;
- b) Reject the Committee’s recommendation and direct the Committee to re-evaluate and make further recommendation; or
- c) Reject all Proposals.

1.24 CITY COUNCIL REVIEW

Upon receipt of the City Manager’s recommendation, the City Council may:

- a) Approve the City Manager’s recommendation and authorize the contract or contract negotiations;

- b) Reject all Proposals; or
- c) Reject all Proposals and direct staff to re-issue a new Solicitation.

1.25 CONTRACT AWARD

Prior to Contract execution, the awarded Respondent(s) shall submit documentation reflecting any required insurance coverage. The Contract number shall be included on the insurance documentation submitted to the City at the time of award execution and for all subsequent updates to the insurance coverage throughout the Contract period. Failure to execute the Contract and/or to provide evidence of any required insurance coverage in a timely manner shall be just cause for termination of the award.

1.26 NON-RESPONSIVE PROPOSALS

Proposals deemed to be Non-Responsive by the City shall not be considered for this Solicitation. A Proposal may be deemed Non-Responsive for various reasons including, but not limited to, failure to comply with the requirements of this Solicitation, failure to submit or fully complete prescribed forms, conditional responses, incomplete responses, indefinite or ambiguous responses, failure to meet deadlines and improper and/or undated signatures.

Other conditions which may cause rejection of Proposals include evidence of collusion among Respondents, obvious lack of experience or expertise to perform the required Work, submittal of multiple Proposals from the same Respondent and/or its principals, failure to perform or meet financial obligations on previous contracts, employment of unauthorized aliens in violation of Section 274A (e) of the Immigration and Nationalization Act, or in the event an individual, Respondent, partnership, or corporation is on the United States Comptroller General’s List of Ineligible Design-Builder for Federally Financed or Assisted Projects.

Proposals will also be rejected if not delivered or received on or before the date and time specified as the submittal deadline.

1.27 CONE OF SILENCE

This Solicitation is issued pursuant to Section 7-192 of the City Code, Cone of Silence, which prohibits certain types of communication with City Council members, City staff and evaluation committee members upon issuance of said Solicitation (see Appendix "A").

Upon the Cone of Silence taking effect, the Purchasing Department shall issue public notice thereof by providing written notice to the affected City departments, the City Clerk's Office and to each City Council member. Notwithstanding any other provision of this section, the imposition of a Cone of Silence on a particular Solicitation shall not preclude the Purchasing Department from obtaining industry comment or performing market research provided all communication related thereto with a potential Respondent, Proposer, supplier, lobbyist or consultant are in writing or made at a duly noticed public meeting.

The Cone of Silence ordinance does not apply to communication at a Pre-Proposal conference, presentations before Selection Committees, negotiation meetings, presentations made to the City Council during any duly noticed public meeting or communications in writing at any time with any City Council member unless specifically prohibited by the applicable Solicitation documents. A copy of all written communications must be filed with the City Clerk.

1.28 SUBCONTRACTORS/SUBCONSULTANTS DISCLOSURE

This RFP requires that the Respondent must list any and all sub-contractors and/or sub-consultants who will perform any part of the Contract work and all suppliers who will supply equipment and/or products to the Respondent under this Contract. **Failure to comply with this requirement may render the Proposal non-responsive.** Moreover, the selected Respondent shall not change or substitute sub-contractors, sub-consultants or suppliers from those listed in the Proposal without prior written approval of the City (see Form A-6).

1.29 BUSINESS ENTITY / RESPONDENT REGISTRATION

The City of North Miami requires companies and individuals who wish to do business with the City to complete a vendor registration application before doing business with the City. Respondents need not register with the City in order to submit a Proposal; however, the selected Respondent(s) must register prior to award of a Contract. Failure to register may result in withdrawal of recommendation to award. To register, please contact the Purchasing Department at (305) 895-9886 or you may download the vendor registration form at our website at www.northmiamifl.gov.

It is the sole responsibility of the business entity to contact the City and update any changes to their vendor registration profile such as new address, telephone number, commodities, etc. as soon as they occur.

1.30 EXCEPTION TO THE RFP

Respondents may take exceptions to any of the terms of this Solicitation unless it specifically states where exceptions may not be taken. If a Respondent takes exception where none is permitted, the Proposal will be rejected as non-responsive. All exceptions taken must indicate clearly what alternative is being offered to allow the City a meaningful opportunity to evaluate and rank Proposals, and the cost implications of the exception (if any). Where exceptions are taken, the City shall determine the acceptability of the proposed exceptions. After completing evaluations, the City may accept or reject the exceptions. When exceptions are rejected, the City may insist that the Respondent furnish the Services or goods described herein or negotiate an acceptable alternative.

All exceptions shall be referenced by utilizing the corresponding section, paragraph and page number in this RFP. However, the City is under no obligation to accept any exceptions. If no exception is stated, the City will assume that the Respondent will accept all terms and conditions.

1.31 PROPRIETARY/ CONFIDENTIAL INFORMATION

[See Section 1.19 above]

1.32 LOCAL VENDOR PREFERENCE

The evaluation of competitive bids is subject to Section 7-151 of the City of North Miami Code of Ordinances which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to local businesses.

This preference shall apply to submittals received from bidders in the purchase of supplies or services in which objective factors are used to evaluate the submittals received from offerors are assigned point totals, a preference of ten (10) percent of the total evaluation points, or ten (10) percent of the total price, shall be given to a local business.

To satisfy this requirement, the business shall affirm in writing that it meets the following requirements:

Business must be located in the City of North Miami (City) with a current city business tax receipt and certificate of use issued at least twelve (12) months prior to the City's issuance of the Solicitation AND;

Business must have a physical business location/address located within the City's limits, in an area zoned for the conduct of such business, from which the vendor operates or performs business on a day-to-day basis, that is a substantial component of the goods or services being offered to the City AND;

Business must complete and submit **Contract Form A-3** to certify in writing and provide all required documentation supporting its compliance with the foregoing at the time of submitting its bid or proposal by signing and notarizing this form.

Alternatively, a business who subcontracts at least twenty (20) percent of the contractual amount of a City project with subcontractors who meet the above-listed criteria is deemed a Local Business for award of preference in accordance with Section 7-151 of the City of North Miami Code of

Ordinances. In the event that the prime Bidder/Respondent utilizes sub-contractors to qualify for Local Business Preference, the prime Bidder/Respondent must also submit **Contract Form A-6** with their submittal, along with this form.

Business location means a permanent office or other site where the local business conducts, engages in, or carries on all or a portion of its business. A post office box or location at a postal service center shall not constitute a business location.

The offeror, supplier, or contractor seeking the local business preference has the burden to show that it qualifies for the preference, to the satisfaction of the City.

1.33 RULES, REGULATIONS AND LICENSING REQUIREMENTS

The Respondent shall comply with all laws; ordinances and regulations applicable to the Services contemplated herein, especially those applicable to conflict of interest and collusion. Respondents are responsible for being familiar with all Federal, State and Local laws, ordinances, codes, rules and regulations that may in any way affect the goods or Services offered.

1.34 MODIFICATION OF PROPOSAL

No unsolicited modification to the submitted Proposal will be permitted after the deadline for submittal of Proposals has passed.

1.35 TRUTH IN NEGOTIATION STATEMENT

The selected Respondent must provide a written statement stating "wage rates and other factual unit cost supporting the compensation are accurate, complete and current" prior to Contract execution.

1.36 LATE SUBMITTALS

The City will not accept Proposals received after opening time and encourages early submittal.

1.37 ATTORNEYS' FEES

In the event of any dispute arising under or related to this Solicitation and/or the Contract issued pursuant thereto, the prevailing party shall be entitled to recover all actual attorney fees, costs and expenses incurred by it in connection with that dispute and/or the enforcement of the Contract, including all such actual attorney fees, costs and expenses at all judicial levels, including appeal, until such dispute is resolved with finality.

1.38 CONFLICTS OF INTEREST

The City's Conflict of Interest guidelines, provided under Article XI, of the City Code, as amended, shall apply to this Solicitation and Contract. Respondents should be aware, that if awarded a Contract, no person under its employ who presently exercises any functions or responsibilities on behalf of the City in connection with this Solicitation has any personal financial interest, directly or indirectly, with awarded vendors or Respondents providing professional services on Work assigned to the selected Respondent. All Respondents are hereby placed on notice that if awarded a Contract pursuant to this Solicitation, no person having such conflicting interest shall be employed by the Respondent.

1.39 THE CITY OPTIONS

The City may, at its sole and absolute discretion, reject any or all responses, re-advertise this Solicitation, postpone or cancel this Solicitation process at any time, or waive any irregularities in this Solicitation or in the responses received as a result of this Solicitation.

The determination of the criteria and process whereby responses are evaluated, the decision as to who shall receive a Contract award, or whether an award shall ever be made as a result of this Solicitation, shall be the sole and absolute discretion of the City.

In no event will any successful challenger of these determinations or decisions be automatically entitled to the award of this Solicitation.

The submittal of a Proposal will be considered by the City as constituting an offer by the

Respondent to provide the Services described in this Solicitation.

END OF SECTION

SECTION 2.0 SPECIAL CONDITIONS

2.1 PURPOSE

The City of North Miami, Florida (“City”) is soliciting proposals from qualified, licensed and experienced firms to provide transportation services for the City’s Golden Silver Senior Program.

2.2 TERM OF CONTRACT

The initial term of this agreement shall be for a one (1) year term. This agreement may be renewed for an additional four (4) years, on a year-by-year basis, for a total term not-to-exceed five (5) years. Each renewal of this agreement is contingent upon approval by the City and continued satisfactory performance by the Vendor in accordance with the terms of the agreement. The City, at its sole discretion, reserves the right to extend this Contract for up to one hundred-eighty (180) days beyond the current Contract period to ensure continuity of Services.

Funding for this Agreement is contingent on the availability of funds and continued authorization for program activities and the Agreement is subject to amendment or termination due to lack of funds, reduction of funds and/or change in regulations, upon thirty (30) days’ notice.

Each renewal of this Contract is contingent upon approval by the City Manager or his/her authorized designee and continued satisfactory performance by the Contractor in accordance with the Scope of Work stated herein.

2.3 PRICE ADJUSTMENTS

Prior to completion of that initial term, the City may consider an adjustment to price based on changes in the Consumer Price Index for All Urban Consumers – Transportation in the Miami-Fort Lauderdale, Florida area.

It is the Contractor’s responsibility to request any pricing adjustment under this provision. For any adjustment to commence on the first day of any exercised option period, the Contractor’s request for adjustment should be submitted 90 days prior to the expiration of the then-current contract term. The vendor adjustment request must clearly substantiate the requested increase. The request for adjustment should not be in excess of the relevant pricing index change. If no adjustment request is received from the Contractor, the City will assume that the Contractor has agreed that the optional term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new option period may not be considered.

2.4 MINIMUM QUALIFICATIONS

To be considered for award of this Solicitation, the Respondent must demonstrate that the firm has sufficient capabilities, resources and experience to provide the Services under this Solicitation. Any Respondent that fails to meet all the following minimum qualification requirements may be deemed as “NON-RESPONSIVE”.

Those qualifications are as follows:

- Be registered to conduct business in the State of Florida. Proposers shall submit a copy of their active State of Florida, Division of Corporations records.

- The Respondent must have current and valid certificates of transportation, permits and chauffeur registrations as required by Chapter 31 of Miami-Dade County's Code of Ordinances.
- The Respondent must have a minimum of three (3) years of successful experience in providing similar passenger transportation services as described in this RFP. Accordingly, the Respondent must provide adequate documentation describing similar passenger transportation services rendered within the last five (5) years (e.g. copies of executed contracts, bid award documents, etc.). Evidence of such experience shall be limited to **no more than** five (5) contracts.
- The Respondent must designate a Project Manager who will oversee the complete operation of services detailed herein. Project Manager shall have at least three (3) years of experience in passenger transit services. Proposers are required to clearly identify their designated Project Manager and include their resume with previous work history, job descriptions, education, and references.
- Respondent must provide at least three (3) references related to previous passenger transportation services performed within the last five (5) years. If available, such references should be representative of Florida public agencies. Please include a fully completed Form A-14.

Note: Please be advised that it is the sole responsibility of each Respondent to provide accurate and up to date information regarding references. In the event that the City is unable to either verify the project information submitted or if the information is incorrect, the Respondent may be deemed NON-RESPONSIVE.

2.5 INSURANCE AND INDEMNIFICATION

Respondents must submit with their responses, proof of insurance meeting or exceeding the following coverage or a letter of intent to provide the following requirements if awarded a Contract:

2.5.1 COMMERCIAL GENERAL LIABILITY

Minimum limit of \$1 Million per occurrence for bodily injury and property damage; with \$2,000,000 aggregate coverage; this coverage shall also include personal, advertising injury and medical expenses.

2.5.2 COMMERCIAL AUTOMOBILE LIABILITY

Minimum limit of \$2 Million, covering any auto including owned, non-owned, hired or leased. In the event Contractor owns no automobiles, the Commercial Auto Liability requirement shall be amended allowing Contractor to maintain only Hired & Non-Owned Auto Liability. If vehicles are acquired throughout the term of the contract, Contractor agrees to purchase "Owned Auto" coverage as of the date of acquisition. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or a separate Commercial Auto coverage form.

2.5.3 WORKER'S COMPENSATION

As required by the State of Florida and in accordance to F.S.440, with statutory limits, and Employer's Liability with a minimum limit of \$1,000,000 per accident for bodily injury or disease.

Both Commercial General and Automobile Liability insurance policies shall name the City of North Miami as “additional insured”. All insurance required herein shall be written as primary policies, not contributing to or in excess of any coverage that the City may carry.

Insurance policies required by Contract shall be maintained in full force and effect throughout the term period. The insurance carriers shall have a minimum of B+ rating based on the latest rating publication for Property and Casualty Insurers such as A.M. Best Company (or its equivalent). All insurers must be lawfully admitted to conduct business within the State of Florida. Required insurance coverage must be approved by the City’s Risk Manager prior to signing of Contract. Contractor may produce any insurance under a “blanket” or “umbrella” insurance policy, provided that such policy or a certificate of such policy specify the amount(s) of the total insurance allocated to this Contract. Coverage limits shall equal or exceed the amount(s) required by this agreement and shall not be reduced for claims made on other projects undertaken by Contractor.

Contractor must submit, prior to signing of Contract, Certificates of Insurance evidencing all coverage requested in this RFP. Additional insured designation in favor of the City shall be included on the Commercial General Liability and Auto Liability Insurance. Contractor shall guarantee all required insurances (including endorsements) remain current and in effect throughout the term of Contract. Failure to maintain the required insurance shall be considered default of the Contract. The requirements contained herein, as well as the City’s review or acceptance of insurance maintained by the successful Contractor, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the successful Contractor under the Contract.

Contractor shall indemnify and hold harmless the City of North Miami and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys’ fees and costs of defense, which the City or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of an Agreement by the Contractor or its employees, agents, servants, partners principals or Subcontractors.

Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the City, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney’s fees which may ensue thereon.

Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City or its officers, employees, agents and instrumentalities as herein provided.

The Contractor must submit, no later than ten (10) days after award and prior to execution of Contract, a Certificate of Insurance evidencing all required coverage and naming the City of North Miami as additional insured where applicable.

2.6 FAILURE TO PERFORM

If in the opinion of the City’s representative the Contractor refuses to execute contractual obligations as outlined in the Contract, produces an unsatisfactory performance, or neglects or refuses to address the deficit to provide a suitable resolution that meets the City’s expectations, then City’s representative may notify the Contractor that the City will terminate the contract.

If at any time the City's representative shall be of the opinion that service delivery is unnecessarily delayed and will not be completed within the prescribed time, then the City's representative may notify the Contractor to discontinue all Work under Contract. The Contractor shall immediately respect said notice and cease said Work and shall forfeit the Contract.

The City may there-upon look to the next responsive and responsible Respondent to complete the Work or re-advertise for Proposals and let a contract for the uncompleted Work in the same manner as was followed in the letting of the Contract and charge the cost thereof to the original Respondent under Contract. Any excess cost arising therefore over and above the original Contract Price shall be charged to the Respondent.

2.7 FEDERAL AND STATE REGULATIONS

The Contractor shall comply with all applicable federal, state and local rules and regulations regarding the provision of Services.

2.8 ACCEPTANCE OF SERVICES BY THE CITY

The Services to be provided hereunder shall be in full compliance with the specifications and requirements set forth in the Contract Documents.

2.9 COUNCIL MEETING

The Contractor must be available to attend the City Council meeting when required. Contractor must be prepared to answer any questions and/or provide oral presentations (using presentation board, PowerPoint handouts) if requested by City Council and/or an authorized City representative.

2.10 SOLICITATION CLARIFICATIONS AND INQUIRIES

For any additional information concerning procedures for responding to this Solicitation, contact the Purchasing Department, at (305) 895-9886 or via email at purchasing@northmiamifl.gov. Any questions or requests for clarifications pertaining to the specifications or Scope of Work of this Request for Proposals must be submitted in writing by email. **The Solicitation number and title should be included on all correspondence.** All responses to questions or clarifications will be addressed by written addendum to the Bid. No questions will be received verbally or after said deadline.

2.11 ACCEPTANCE/REJECTION/MODIFICATION TO PROPOSALS

The City reserves the right to reject any and all proposals and to waive minor irregularities in the procedure.

2.12 CONDITIONS OF PROPOSALS

2.12.1 Late Proposals – Proposals received by the City Clerk after the time specified for receipt will not be considered. Proposers shall assume full responsibility for timely delivery at the location designated for receipt of Proposals.

2.12.2 Completeness – All information required by this RFP must be supplied to constitute an acceptable Proposal.

2.12.3 Public Opening – All Proposals will be publicly opened at the time and place specified.

2.12.4 Award – The Evaluation Committee will make recommendations based upon the most responsive and responsible Respondent(s) whose qualifications conform to the RFP and is most advantageous to the City.

END OF SECTION

SECTION 3.0 SCOPE OF SERVICES

3.1 INTRODUCTION

The City of North Miami ("City") is requesting proposals from qualified and experienced vendors to provide transportation services for the North Miami Golden Silver Senior Program ("Program"). The intent of this RFP is to award a contract to a vendor who can provide transportation services to members of the Program to and from scheduled events/activities.

3.2 NORTH MIAMI GOLDEN SILVER SENIOR PROGRAM

The Golden Silver Senior Program caters to the City's senior residents and strives to provide quality recreational, educational and social programs to promote healthy aging while keeping seniors engaged in their local community. The program meets twice a week at the following locations:

- Wednesdays at the Sunkist Grove Community Center (12500 NW 13th Avenue, North Miami, FL 33167)
- Fridays at the Griffing Community Center (12220 Griffing Boulevard, North Miami, FL 33161)

The program caters to an average of 70 to 100 seniors at each meeting.

3.3 SCHEDULE OF SERVICES

The Contractor will be responsible for picking up Program participants from their residences in the morning and ensuring they arrive at the Program location (see Section 3.2 for locations) by no later than 8:30 a.m. The Contractor will also be responsible for picking up Program participants from the Program location in the afternoon at 3 p.m. and dropping them off at their residences.

The City shall have the right to cancel transportation services for any trip or event with twenty-four (24) hours' notice to the Contractor with no cancellation fee.

3.4 SPECIAL EVENTS (ADDITIONAL SERVICES)

In addition to regular bi-weekly meetings, the Program holds special events throughout the year (Thanksgiving, Christmas, field trips, etc.) for which services may be requested from the Vendor. The City shall provide the Vendor with a calendar of events for which services may be required.

For events involving out of town travel, the Contractor will conduct morning pick-up in accordance with the protocol for regular services. After morning pick up is complete, the Contractor will provide one or more coach buses as necessary to transport the Program participants to the event location (typically out of town).

3.5 BUS REQUIREMENTS

All buses used for services rendered under this contract must meet the following minimum requirements:

- a. All equipment must be fully operational and the buses must be properly serviced, maintained and cleaned.
- b. School bus style vehicles may be permitted however minibus, minicoach, and shuttle bus style vehicles are preferred. **Coach buses will be required for out of town travel.**
- c. Bus must be operated by a properly licensed operator employed by the Contractor.

- d. Bus shall have an air conditioning system that is fully operational every day that the bus is in services. In the event that the interior temperature cannot be maintained at a comfortable level, a replacement bus must be dispatched.
- e. Buses must be wheelchair lift-equipped and ADA compliant.
- f. In the event of a bus breakdown, a replacement bus must be dispatched. The maximum response time until the arrival of the replacement bus shall be one (1) hour.
- g. Functioning security cameras on all buses with clear views of the interior and exterior of the bus are preferred but not required.
- h. Buses should be equipped with at least one (1) basic first aid kit.
- i. Seatbelts are preferred, but not a requirement.

3.6 DRIVER REQUIREMENTS

All of the Contractor's designated drivers who will operate buses for services under this contract must meet the following requirements:

- a. All drivers must have a current Commercial Driver License (CDL) with a passenger endorsement and proof of such must be available upon request by the City.
- b. Proof of current Department of Transportation requirements for medical and drug testing compliance must be available upon request by the City.
- c. The Contractor shall immediately dismiss any driver from performing services under this contract, should the driver fail to maintain the qualifications listed above.
- d. Drivers shall have no more than three (3) moving violations or accidents (counted individually or combined) within a five (5) year period.
- e. Drivers must be capable of communicating effectively in English. Haitian Creole and Spanish communication skills are also preferred.
- f. Driver shall be courteous to all passengers at all times.
- g. At all times while on duty, drivers shall wear clean, presentable and recognizable company uniform.
- h. Drivers shall assist passengers, including passengers with disabilities, with entering and exiting the vehicle as necessary. This includes, but is not limited to assistance with wheelchairs and stowage of mobility aids.
- i. Drivers shall not smoke or vape while providing services/operating the bus.
- j. Drivers shall not use cell phones (talking, texting, etc.) while operating the bus.
- k. Drivers shall be familiar with the operation of specialized equipment for the mobility impaired including wheelchair lifts and related tie downs and necessary compliance with Americans with Disabilities Act (ADA).

3.7 PROJECT MANAGER

The Contractor shall designate a Project Manager who shall work in collaboration with City staff to oversee the complete operation of the transportation services and to serve as the day-to-day liaison with the City. The designated Project Manager shall serve as the main contact with the City and will be responsible for ensuring that all issues are addressed. The Contractor must notify the City in advance of any changes to the designated Project Manager.

3.8 FINES/VIOLATIONS

Contractor will be responsible for all fines and/or violations incurred by the Contractor's personnel while in performance of services under this contract.

3.9 PROCEDURES FOR EMERGENCIES, ACCIDENTS OR BREAKDOWNS

In case of an emergency, accident, or breakdown, the following shall apply:

- a. The City must be immediately notified of the situation.
- b. A replacement bus must be dispatched as soon as possible.
- c. A written report must be submitted to the City within three (3) business days detailing the emergency/accident and the steps that were taken to resolve the situation.

3.10 BILLING

Pricing for regular services (Wednesday and Friday meetings at City Community Centers) shall be based on a daily rate and shall be all inclusive. Respondents are asked to submit a pricing schedule for special event (out-of-town) travel which shall be provided in accordance with Section 3.4.

END OF SECTION

SECTION 4.0 PROPOSAL FORMAT

I. INSTRUCTIONS TO RESPONDENTS

Respondents should carefully follow the format and instructions outlined throughout this section, observing format requirements where indicated. All materials are to be submitted on 8 1/2" X 11" papers, paginated and separated by tabs to identify each required section, neatly typed with normal margins and spacing. All documents and information must be fully completed and signed as required. Also, when submitting your one (1) complete electronic copy on CD or USB Flash Drive in PDF format be sure to properly label it with your company's name, the Solicitation number, and title.

Please be concise in all responses. If any category is NOT APPLICABLE, so expressly state. Proposals which do not include the required documents may be deemed NON-RESPONSIVE and may not be considered for evaluation.

A. COPIES

Please submit an original Proposal and be sure to clearly mark it as "Original". In addition, three (3) duplicate copies of the original Proposal must also be submitted. Each copy of the Proposal is distributed to an Evaluation Committee Member. If your Proposal copies are incomplete your Proposal may be deemed Non-Responsive. One (1) compact disk (CD) or USB Flash Drive containing a digital copy of your proposal is also requested with this Solicitation.

B. SUBMITTAL

Proposals are to be submitted in a sealed envelope/box bearing the name of the Respondent, company and the address as well as the title and number of the Solicitation no later than the deadline specified in the Solicitation Timetable. Immediately after the deadline passes all Proposals received on a timely basis shall be opened and read in the City Council Chambers located on the Second Floor of City Hall.

PROPOSALS RECEIVED AFTER THIS TIME WILL NOT BE CONSIDERED AND NO TIME EXTENSIONS WILL BE PERMITTED. PROPOSALS RECEIVED AFTER THE TIME AND DATE FOR RECEIPT OF PROPOSALS WILL BE RETURNED UNOPENED. EACH RESPONDENT SHALL ASSUME FULL RESPONSIBILITY FOR TIMELY DELIVERY AT THE LOCATION DESIGNATED FOR RECEIPT OF QUALIFICATIONS.

Address your Proposal to:

City of North Miami
Office of the City Clerk
776 NE 125th Street
North Miami, Florida 33161

Proposals shall be submitted in a sealed package and must be clearly marked on the outside of the package with a label as set forth below:

**“IMPORTANT - PROPOSAL ENCLOSED
Transportation Services for Senior Citizen Program
RFP No. 02-21-22
Respondent Name: _____”**

II. SUBMITTAL REQUIREMENTS

The Proposal shall be written in sufficient detail to permit the City to conduct a meaningful evaluation. The proposal must include the following information:

A. Cover Page (See Appendix “C” of this RFP)

Include this sheet as the very first sheet of your Proposal. Please complete the form in its entirety. The contact person indicated should be someone the City may contact for any questions or provide any correspondence related to this RFP.

B. Table of Contents

The Table of Contents should outline, in sequential order, the major areas of the proposal. All pages of the proposal, including the enclosures, must be clearly and consecutively numbered and correspond to the Table of Contents.

C. Letter of Introduction

Provide a brief introduction letter highlighting the overall experience and qualifications of the Respondent with respect to the services requested under this Solicitation.

D. Business Structure

Provide a brief profile of the firm, including the types of services offered; the year founded; form of the organization (corporation, partnership, sole proprietorship); number, size and location of offices; and number of employees, the size of the firm and organizational structure.

Corporations, Joint Ventures, or Partnerships - Submit copy of State of Florida Department of State records indicating when corporation was organized, corporation number, and date and status of most recent annual report. Provide copies of current City / County / State Occupational License(s) where applicable.

Respondents submitting applications as joint ventures shall submit a copy of their joint venture agreement. Any firm(s) involved in a joint venture in its proposal will be evaluated individually, as each firm of the joint venture would have to stand on its own merits. If the Proposer is a joint venture, the qualifications of each firm comprising the joint venture should be separately identified.

E. Firm’s Qualifications and Experience (40 Points)

Proposer should indicate their experience in providing services similar to those requested in this RFP, including individual team members and subconsultants/sub-contractors. At a minimum, the following items should be included:

1. A statement of the Proposer’s prior experience and qualifications providing similar services as those described in this RFP.
2. Please list any litigation/arbitration that the Proposer or any of its principals is currently involved in.
3. Specifically address the areas listed in **Section 2.4 – MINIMUM QUALIFICATIONS** and **Section 3.6 – DRIVERS REQUIREMENTS**.
4. **References** - Provide a listing of comparable contracts the Proposer has performed similar services for as those required under this Solicitation for at least three (3) clients over the last five (5) years. References should be submitted on Form A-14.

If available, such references should be from public entities within the State of Florida for which the Respondent is currently providing, or has provided, said Services within the last five (5) years. Only one reference may be used for services provided for the City of North Miami.

Note: Please be advised that it is the sole responsibility of each Proposer to provide accurate and up to date information regarding references. In the event that the City is unable to either verify the information submitted or if the information is incorrect, the Proposer may be deemed NON-RESPONSIVE.

F. Key Personnel's Qualifications and Experience (20 Points)

1. Provide an organization chart showing all key personnel, including their titles, to be assigned to this contract. The chart must clearly identify the Proposer's employees and those of any Sub-consultants and shall include the functions to be performed by the key personnel.
2. Provide resumes and job and other detailed qualifications on all key personnel who will be assigned to this Project, including any key personnel of Sub-consultants. Include information on certifications, licensure, and years of experience.
3. Copies of CDL Licenses and driving records should be included for drivers who will be assigned to this contract.

G. Understating of Scope of Services and Proposed Approach (20 Points)

1. Describe the firm's ability to fulfill all elements of the Scope of Services described in Section 3.
2. Describe the firm's methodology including specific policies, procedures or techniques to be used in performing the Services described in Section 3.
3. Identify the specific individual who would serve the City as the Project Manager as described in Section 3.7.
4. Provide information about proposed buses to be used in providing services under this RFP including vehicle specifications, year, model and photos. Vehicles should meet the requirements of Section 3.5.

H. Price Proposal (20 Points)

See Appendix "B" for Price Proposal Form.

The pricing should include the total cost to complete the Services requested in this Solicitation including, but not limited to materials, labor, equipment, bonds, insurance, etc., as necessary to ensure proper delivery of Services as requested in this RFP.

I. Local Business Preference

This RFP is issued in accordance with the City of North Miami Code of Ordinances Sec. 7-151, which states that preference be given to local businesses, in the form of ten percent (10%) of the total evaluation points or ten percent (10%) of the total bid price. Respondents must submit Forms A-3 (if applicable) with their submittal to receive local preference. **Failure to submit required documentation may render the Respondent ineligible for local preference.**

J. Additional Information

Provide any additional and/or relevant information regarding the firms' capability in regards to similar projects.

K. Insurance Requirements

All Respondents shall provide evidence of the ability to obtain appropriate insurance coverage. Respondents may fulfill this requirement by having their insurance agent either (1) complete

and sign an insurance certificate which meets all requirements, or (2) issue a letter on the insurance agency's stationery stating that the respondent qualifies for the required insurance coverage levels and that an insurance certificate meeting the City's requirements will be submitted before final execution or issuance of the contract.

L. RFP Forms

The following forms must be submitted in the following order:

- Form A-1 Public Entity Crimes Affidavit
- Form A-2 Non-Collusive Proposal Certificate
- Form A-3 Local Preference Affidavit (*if applicable*)
- Form A-4 Questionnaire Instructions
- Form A-5 Acknowledgement of Addenda (*if applicable*)
- Form A-6 Disclosure of Subcontractors/Sub-consultants (*if applicable*)

All of our forms can be found on our website at:
<https://www.northmiamifl.gov/217/Contract-Forms>

Please ensure to include all applicable forms with your Proposal documents signed and notarized as required.

In regards to "Form A-5 Acknowledgement of addenda", it is the sole responsibility of the Respondent to check the City's website for all applicable addenda issued at:

<https://www.northmiamifl.gov/bids.aspx>

Complete responses shall include all the above information including all required forms included with this RFP or the RFP submittal may be rejected.

FAILURE TO SUBMIT THE ABOVE REQUIRED DOCUMENTATION MAY RESULT IN BEING DEEMED NON-RESPONSIVE.

END OF SECTION

SECTION 5.0 EVALUATION CRITERIA/SELECTION PROCESS

5.1 REVIEW OF PROPOSALS FOR RESPONSIVENESS

Each Proposal will be reviewed to determine if the Proposal is responsive to the submission requirements outlined in the Solicitation. A responsive Proposal is one which follows the requirements of this Solicitation that includes all documentation, is submitted in the format outlined in this Solicitation, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in the Proposal being deemed non-responsive. The Contract(s) will be awarded to the most responsive proposer whose Proposal best serves the interest of and represents the best values to the City in conformity with Chapter 7, Article III of the City code.

By submitting a proposal, each Respondent acknowledges and agrees to all terms and conditions set forth in this RFP and agreement by the City of North Miami.

Each Respondent acknowledges and agrees that due care and diligence was exercised in the preparation of its proposal and all information contained therein is believed to be correct. The respondent acknowledges and accepts its responsibility for determining the full extent of the exposure to risk and verification by the City of all information in the proposal. Neither the City nor its representatives will be responsible for any error or omission in any proposal, or for the failure on the part of any respondent to determine the full extent of the exposure.

5.2 EVALUATION PROCESS

An Evaluation Committee shall be established in accordance with the City's Procurement Code. The Committee shall be convened for the purpose of reviewing and evaluating the Proposals submitted in response to this Solicitation in accordance with the criteria outlined below in Section 5.3. The Committee may decide to interview one or more Respondents or instead may choose to recommend the highest ranked Respondent for award, based solely on their review and evaluation of Proposals, to the City Council without conducting interviews.

In the event that the Committee chooses to interview one or more of the Respondents, the final ranking shall be based on the Committee's final evaluation following their interview of the selected firms. The Committee's results and recommendation for award shall be submitted to the City Council for review by the Purchasing Department.

5.3 EVALUATION OF PROPOSALS

Criteria will be scored on a scale of "0" to "100" per evaluator with the maximum number of points available for each criterion as noted in this section. Scoring is based on a point total per evaluator and not a percentage. The final ranking will be based on the sum total of the Committee's score for each Respondent, adjusted by the Local Business Preference factor.

The Evaluation Criteria is as follows:

Criteria	Max. Points
Firm's Qualifications and Experience	40
Key Personnel's Qualifications and Experience	20
Understating of Scope of Services and Proposed Approach	20
Price Proposal	20
TOTAL POINTS	100

5.4 COMMITTEE INTERVIEWS

The Committee may select and choose to invite any and/or all Respondents to make a presentation and be interviewed by the Committee as part of the evaluation process for this Solicitation. The Committee's decision will be communicated by staff to all Respondents. The Respondent's presentation may clarify but may not modify their submitted proposal. Any discussion between the presenter(s) and Evaluation Committee during presentations are intended only for purposes of providing clarification in response to questions from the Committee. These exchanges shall not be misconstrued as a "negotiation" of terms by either party. The City will not be liable for any costs incurred by the proposer in connection with such interviews/presentations (i.e. travel, accommodations, etc.).

5.5 LOCAL BUSINESS PREFERENCE

The evaluation of competitive bids is subject to Section 7-151 of the City of North Miami Code of Ordinances which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to local businesses.

This preference shall apply to submittals received from bidders in the purchase of supplies or services in which objective factors are used to evaluate the submittals received from offerors are assigned point totals, a preference of ten (10) percent of the total evaluation points, or ten (10) percent of the total price, shall be given to a local business.

To satisfy this requirement, the business shall affirm in writing that it meets the following requirements:

1. Business must be located in the City of North Miami (City) with a current city business tax receipt and certificate of use issued at least twelve (12) months prior to the City's issuance of the Solicitation AND;
2. Business must have a physical business location/address located within the City's limits, in an area zoned for the conduct of such business, from which the vendor operates or performs business on a day-to-day basis, that is a substantial component of the goods or services being offered to the City AND;
3. Business must certify in writing and provide all required documentation supporting its compliance with the foregoing at the time of submitting its bid or proposal by signing and notarizing this form.

Alternatively, a business who subcontracts at least twenty (20) percent of the contractual amount of a City project with subcontractors who meet the above-listed criteria is deemed a Local Business for award of preference in accordance with Section 7-151 of the City of North Miami Code of Ordinances. In the event that the prime Bidder/Respondent utilizes subcontractors to qualify for Local Business Preference, the prime Bidder/Respondent must also submit Contract Form A-6 with their submittal, along with this form.

Business location means a permanent office or other site where the local business conducts, engages in, or carries on all or a portion of its business. A post office box or location at a postal service center shall not constitute a business location.

The offeror, supplier, or contractor seeking the local business preference has the burden to show that it qualifies for the preference, to the satisfaction of the City.

Note: The Respondent seeking local business preference has the burden to show that it qualifies for the preference, to the satisfaction of the City, by submitting supporting documentation. Failure to do so may result in being considered ineligible for local business preference.

5.6 NEGOTIATION PROCESS

If the City and the selected Vendor cannot reach an agreement on a Contract, the City reserves the right to terminate negotiations and may, at the City Manager's or designee's discretion, begin negotiations with the next ranked respondent. This process may continue until a Contract acceptable to the City has been executed or all Proposals are rejected. No Proposer shall have any rights against the City arising from such negotiations or termination thereof.

END OF SECTION



Appendix “A” Cone of Silence

Cone of Silence Notification

Transportation Services for Senior Citizen Program RFP No. 02-21-22

DIVISION 8. CONE OF SILENCE

Sec. 7-192. Cone of Silence.

(a) Purpose and intent. The requirements of section 2-11.1, Cone of Silence Ordinances of the Code of Miami-Dade County, Florida, as amended, shall be applicable to the city. It is the intent of this code to prevent potential bidders, offerors or service providers from communicating with city department heads, their staff or selection and evaluation committee members during the period of time in which the cone of silence is imposed.

(b) Cone of silence is defined to mean a PROHIBITION on:

(1) Any communication regarding a particular RFP, RFQ or IFB between a potential offeror, service provider, bidder, lobbyist, or consultant and the city's professional staff including, but not limited to, the city manager and his or her staff;

(2) Any communication regarding a particular RFP, RFQ or IFB between the mayor, city council or their respective staffs and any member of the city's professional staff including, but not limited to, the city manager and his or her staff;

(3) Any communication regarding a particular RFP, RFQ or IFB between a potential offeror, service provider, bidder, lobbyist, or consultant and any member of the selection committee or evaluation committee;

(4) Any communication regarding a particular RFP, RFQ or IFB between the mayor, city council or their respective staffs and any member of the selection committee or evaluation committee; and

(5) Any communication regarding a particular RFP, RFQ or IFB between a potential offeror, service provider, bidder, lobbyist, or consultant and the mayor, City Council and their respective staffs.

(c) The city manager and the chairperson of the selection committee may communicate about a particular selection committee recommendation, but only after the committee has submitted an award recommendation to the city manager and provided that should any change occur in the committee recommendation, the content of the communication and of the corresponding change shall be described in writing and filed by the city manager.

(d) Notwithstanding the foregoing, the cone of silence shall not apply to:

(1) Competitive processes for the award of CDBG, HOME, and SHIP funds and community-based organization (CBO) competitive grant processes, administered by the city;

(2) Communications with the city attorney and his or her staff;

(3) Duly noticed site visits to determine the competency of bidders regarding a particular bid during the time period between the opening of bids and the time the city manager makes a written recommendation;

(4) Emergency procurements of goods or services pursuant to section 7-144;

(5) Communications regarding a particular RFP, RFQ or IFB between any person and the director of the purchasing department or designee, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document; and

(6) Communications regarding a particular proposal, quotation or bid between the director of the purchasing department or designee and a member of the selection committee or evaluation committee provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document.

Sec. 7-193. Procedure.

(a) A cone of silence shall be imposed upon each RFP, RFQ and IFB after the advertisement of said RFP, RFQ or IFB. At the time of imposition of the cone of silence, the director of the purchasing department or designee shall provide for public notice of the cone of silence. The director of the purchasing department shall issue a written notice thereof to the affected departments, file a copy of such notice with the city clerk, with a copy thereof to each city council member, and shall include in any public solicitation for supplies or services a statement disclosing the requirements of this ordinance. Notwithstanding any other provision of this section, the imposition of a cone of silence on a particular RFP, RFQ or IFB shall not preclude procurement staff from obtaining industry comment or performing market research provided all communications related thereto with a potential offeror, service provider, bidder, lobbyist, or consultant are in writing or are made at a duly noticed public meeting.

(b) The cone of silence shall terminate at the time the city manager makes his or her written recommendation of award; provided, however, that if the city manager refers the recommendation back to the director of the purchasing department for further review, the cone of silence shall be re-imposed until such time as the city manager makes a subsequent written recommendation of award. If the city manager rejects all bids or proposals submitted in response to an RFP or IFB and concurrently requests the re-issuance of an RFP or IFB, the rejected bids or proposals shall remain under the cone of silence until such time the city manager issues a written recommendation of award or until the city manager withdraws the re-issued RFP or IFB.

(c) Exceptions. The provisions of this code shall not apply to oral communications at pre-bid conferences, oral presentations before selection committees or evaluation committees, contract negotiations during any duly noticed public meeting, public presentations made to the city council during any duly noticed public meeting or communications in writing at any time with any city employee, official or member of the city council unless specifically prohibited by the applicable RFP, RFQ or IFB documents. The offeror or bidder shall file a copy of any written communication with the city clerk. The cone of silence shall not apply to small purchases or emergency purchases, pursuant to this code.



Appendix "B"

Price Proposal Form



PRICE PROPOSAL FORM
Transportation Services for Senior Citizen Program
RFP 02-21-22

The prices listed below shall include the total cost to complete the Services requested in this Solicitation including, but not limited to fuel costs, materials, labor, equipment, bonds, insurance, etc., as necessary to ensure proper delivery of Services as requested by the City of North Miami.

PRICING FOR STANDARD SERVICES

Description	Daily Cost (Lump Sum)
All-inclusive daily fee to include the following services in accordance with Section 3 of this RFP: <ul style="list-style-type: none"> • Pick up Program participants from their residences (using multiple buses if needed) and dropping them off at the designated City community center by no later than 8:30 AM. • Pick up Program participants from the City Community center (using multiple buses if needed) at 3:00 p.m. and drop them off at their respective residences. 	\$
Total Daily Cost	\$

ADDITIONAL SERVICES

Please provide a schedule of prices for the provision of additional services as described in Section 3.4.

[Continued on Next Page]



Appendix “C”

Cover Page & Contact Information Form



COVER PAGE & CONTACT INFORMATION

**RFP No. 02-20-21
TRANSPORTATION SERVICES FOR SENIOR CITIZEN PROGRAM**

This form should be included as the very first page of your Proposal. Please complete the form in its entirety and have it signed by an authorized officer and/or principal of the Respondent. The "Contact Person" listed below should be an authorized designee of the Respondent whom the City may contact for any questions and/or to forward any correspondence related to this Solicitation.

Legal Name of Proposer(s): _____

Federal Employee Identification (FEIN) Number: _____

Mailing Address: _____

City, State, Zip Code: _____

Contact Person: _____

Title: _____

Email Address: _____

Telephone Number: _____

Fax Number: (if any) _____



I hereby certify that I am authorized to act on behalf of the Respondent, individual, partnership, corporation or association making this Proposal and that all statements made in this document are true and correct to the best of my knowledge.

By submitting a Proposal, the Respondent certifies that it has fully read and understands this Solicitation and that it has full knowledge of the scope, nature, and quality of Work to be performed.

The Respondent, individual, partnership, corporation or association responding to this Solicitation certifies that all statements made in this document are true and correct to the best of their knowledge. Moreover, the Respondent agrees to hold this offer open for a period of one hundred and eighty (180) days from the deadline for receipt of Response.

Respondent understands and agrees to be bound by the conditions contained in this Solicitation and shall conform to all the requirements outlined herein.

Company Name

Authorized Company Representative (Print Name)

Date

Authorized Company Representative (Signature)

Title