



City of Pembroke Pines

**SECOND AMENDMENT TO OPERATION AND MANAGEMENT OF
TRANSPORTATION SERVICES AGREEMENT
BETWEEN THE CITY OF PEMBROKE PINES AND
THE TRANSPORTATION AUTHORITY, LLC**

THIS AMENDMENT (“Second Amendment”), dated _____, is entered into by and between:

THE CITY OF PEMBROKE PINES, a municipal corporation organized and operating under the laws of the State of Florida, with an address of **601 City Center Way, Pembroke Pines, FL 33025**, hereinafter referred to as "CITY",

and

THE TRANSPORTATION AUTHORITY, LLC, a Limited Liability Company (LLC) as listed with the Florida Division of Corporations, with a business address of **1311 SW 87th Way, Pembroke Pines, FL 33025**, hereinafter referred to as "CONTRACTOR". "CITY" and "CONTRACTOR" may hereinafter be referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, on **July 1, 2024**, the Parties entered into the Operation and Management of Transportation Services Agreement (“Original Agreement”) to provide for the operation, maintenance, and management of Transportation Services for the City’s Charter Schools, the Community Bus System, and the Senior Transportation Program, for an initial **one (1) year period** for services relating to the Charter School Bus Transportation Program, which commenced on **July 1, 2024** and will naturally expire on **June 30, 2025**, and for an initial **six (6) month period** for services relating to the Community Shuttle Bus Services and Senior Transportation Programs, which expired on **December 31, 2024**; and,

WHEREAS, on **December 12, 2024**, the Parties executed the First Amendment to the Original Agreement to extend the term of their contractual relationship for the services relating to the Community Shuttle Bus Services and Senior Transportation Programs by one hundred and eighty (180) calendar days, to expire on **June 30, 2025**; and,

WHEREAS the Original Agreement authorized the renewal thereof at the expiration of the initial term for **two (2)**, additional, **five (5) year** terms pursuant to written amendments to the Original Agreement; and,

WHEREAS the Parties desire to renew the term of the Original Agreement, as amended, for the first, **five (5) year** renewal period commencing on **July 1, 2025**, and naturally expiring on **June 30, 2030**, and to supplement the terms contained therein as set forth in this Second Amendment.



WITNESSETH

NOW, THEREFORE, for and in consideration of the sum of the mutual covenants and other good and valuable consideration, the receipt of which are hereby acknowledged, the Parties hereto agree as set forth below:

SECTION 1. The recitations set forth in the above "WHEREAS" clauses are true and correct and incorporated herein by this reference.

SECTION 2. The Original Agreement, as amended, is hereby renewed for a **five (5) year** period commencing on **July 1, 2025**, and naturally expiring on **June 30, 2030**.

SECTION 3. Scrutinized Companies.

3.1 CONTRACTOR, its 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 Iran Terrorism Sectors List, or is engaged in business operations with Syria. In accordance with Section 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 any agency or local governmental entity for goods or services of:

3.1.1 Any amount if, at the time 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 Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

3.1.2 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:

3.1.2.1 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes; or

3.1.2.2 Is engaged in business operations in Syria.

SECTION 4. Employment Eligibility. CONTRACTOR certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

4.1 **Definitions for this Section.**

4.1.1 "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. "Contractor" includes, but is not limited to, a vendor or consultant.

4.1.2 "Contractor" includes, but is not limited to, a vendor or consultant.



4.1.3 “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.

4.1.4 “E-Verify system” means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

4.2 **Registration Requirement; Termination.** Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

4.2.1 All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and

4.2.2 All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Pembroke Pines. The Contractor acknowledges and agrees that registration and 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 Pembroke Pines; and

4.2.3 The Contractor shall 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 registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require 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 twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. 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 one (1) year after the date of termination.

SECTION 5. Public Entity Crimes. Pursuant to Section 287.133(2)(a), Fla. Stat., a person or affiliate, as defined in Section 287.1 33(1), Fla. Stat., 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 thirty-five thousand dollars (\$35,000.00) for a period of thirty-six (36) months



following the date of being placed on the convicted vendor list. By executing this Second Amendment, the CONTRACTOR represents and warrants that neither it nor any of its affiliates is currently on the convicted vendor list.

SECTION 6. Discriminatory Vendor List. Pursuant to Section 287.134(2)(a), Fla. Stat., an entity or affiliate, as defined in Section 287.134(1), 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. By executing this Second Amendment, the CONTRACTOR represents and warrants that neither it nor any of its affiliates is currently on the discriminatory vendor list.

SECTION 7. Human Trafficking. Pursuant to Section 787.06(13), Fla. Stat., nongovernmental agencies contracting with CITY are required to provide an affidavit attesting that the nongovernmental agency does not use coercion for labor or services as defined within Section 787.06, Fla. Stat. By executing this Second Amendment and submitting the executed required affidavit, the CONTRACTOR represents and warrants that it does not use coercion for labor or services as provided by state law.

SECTION 8. Antitrust Violations. Pursuant to Section 287.137, Florida Statutes, as may be amended, a person or an affiliate who has been placed on the antitrust violator vendor list (electronically published and updated quarterly by the State of Florida) following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity. By entering into this Second Amendment, CONTRACTOR certifies neither it nor its affiliate(s) are on the antitrust violator vendor list at the time of entering this Second Amendment. False certification under this paragraph or being subsequently added to that list will result in termination of the Original Agreement, as amended, at the option of the CITY consistent with Section 287.137, Florida Statutes, as amended.

SECTION 9. Compliance with Foreign Entity Laws. CONTRACTOR (“Entity”) hereby attests under penalty of perjury the following:

- 9.1 Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes);
- 9.2 The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes);
- 9.3 Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2),



- Florida Statutes);
- 9.4 Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes);
- 9.5 Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes); and,
- 9.6 Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.

SECTION 10. In the event of any conflict or ambiguity by and between the terms and provisions of this Second Amendment, and the Original Agreement, as amended, the terms and provisions of this Second Amendment shall control to the extent of any such conflict or ambiguity.

SECTION 11. The Parties agree that in all other respects the Original Agreement, as amended, shall remain in full force and effect, except as specifically modified herein.

SECTION 12. Each exhibit referred to in the Original Agreement, as amended, except as repealed herein, forms an essential part of this Second Amendment. The exhibits, if not physically attached, should be treated as part of this Second Amendment and are incorporated herein by reference.

SECTION 13. Each person signing this Second Amendment on behalf of either Party individually warrants that he or she has full legal power to execute this Second Amendment on behalf of the Party for whom he or she is signing, and to bind and obligate such Party with respect to all provisions contained in this Second Amendment.

SECTION 14. This Second Amendment may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Second Amendment by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other Party through facsimile transmission, email, or other electronic delivery.

**SIGNATURE PAGE AND AFFIDAVIT OF COMPLIANCE WITH
HUMAN TRAFFICKING LAWS FOLLOW**



City of Pembroke Pines

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

CITY:

CITY OF PEMBROKE PINES, FLORIDA

APPROVED AS TO FORM:

Print Name: _____
OFFICE OF THE CITY ATTORNEY

BY: _____

MAYOR ANGELO CASTILLO

ATTEST:

DEBRA E. ROGERS, CITY CLERK

BY: _____

CHARLES F. DODGE, CITY MANAGER

CONTRACTOR:

THE TRANSPORTATION AUTHORITY, LLC

Signed By: _____
Richard A. Passero

Signed by:

62AF2D9A7A7C4C6...

Printed Name: Richard A. Passero

Title: President



City of Pembroke Pines

AFFIDAVIT OF COMPLIANCE WITH HUMAN TRAFFICKING LAWS

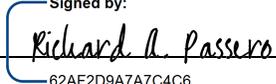
In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of the entity listed below (“Entity”), hereby attests under penalty of perjury that:

1. The Affiant is an officer or representative of the Entity entering into an agreement with the City of Pembroke Pines.
2. The Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled “Human Trafficking”.
3. The Affiant is authorized to execute this Affidavit on behalf of the Entity.
4. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.
5. Pursuant to Sec. 92.525(2), Fla. Stat., under penalties of perjury, I declare that I have read the foregoing affidavit of compliance with Human Trafficking Laws and that the facts stated in it are true.

FURTHER AFFIANT SAYETH NAUGHT.

DATE: February 20, 2025

ENTITY: **THE TRANSPORTATION AUTHORITY, LLC**

SIGNED BY:  Signed by:
62AF2D9A7A7C4C6...

NAME: Richard A. Passero

TITLE: President



City of Pembroke Pines

**FIRST AMENDMENT TO THE OPERATION AND MANAGEMENT OF
TRANSPORTATION SERVICES AGREEMENT
BETWEEN THE CITY OF PEMBROKE PINES AND
THE TRANSPORTATION AUTHORITY, LLC**

THIS AMENDMENT (“First Amendment”), dated December 12, 2024, is entered into by and between:

THE CITY OF PEMBROKE PINES, a municipal corporation organized and operating under the laws of the State of Florida, with an address of **601 City Center Way, Pembroke Pines, FL 33025**, hereinafter referred to as "CITY",

and

THE TRANSPORTATION AUTHORITY, LLC, a Limited Liability Company (LLC) as listed with the Florida Division of Corporations, with a business address of **1311 SW 87th Way, Pembroke Pines, FL 33025**, hereinafter referred to as "CONTRACTOR". "CITY" and "CONTRACTOR" may hereinafter be referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, on **July 1, 2024**, the Parties entered into the Operation and Management of Transportation Services Agreement (“Original Agreement”) to provide for the operation, maintenance, and management of Transportation Services for the City’s Charter Schools, the Community Bus System, and the Senior Transportation Program, for an initial **one (1) year period** for services relating to the Charter School Bus Transportation Program, which commenced on **July 1, 2024** and will naturally expire on **June 30, 2025**, and for an initial **six (6) month period** for services relating to the Community Shuttle Bus Services and Senior Transportation Programs, which commenced on **July 1, 2024**, and will expire on **December 31, 2024**; and,

WHEREAS CITY Code of Ordinances §35.29(C) authorizes the City Manager to extend, for operational purposes, and for a maximum one hundred and eighty (180) days, any contract previously approved by the City Commission and entered into by the City; and,

WHEREAS the Parties desire to extend the term of their contractual relationship for **one hundred and eighty (180) calendar days** pursuant to CITY Code of Ordinances §35.29(C), for the services relating to the Community Shuttle Bus Services and Senior Transportation Programs, and to supplement the terms contained therein as set forth in this First Amendment.

W I T N E S S E T H

NOW, THEREFORE, for and in consideration of the sum of the mutual covenants and other good and valuable consideration, the receipt of which are hereby acknowledged, the Parties



City of Pembroke Pines

hereto agree as set forth below:

SECTION 1. The recitations set forth in the above "WHEREAS" clauses are true and correct and incorporated herein by this reference.

SECTION 2. The services relating to the Community Shuttle Bus Services and Senior Transportation Programs are hereby extended for a one-hundred-and-eighty (180) calendar day period commencing on **January 1, 2025**, and naturally expiring on **June 30, 2025** thus aligning their term with that for the services relating to the Charter School Bus Transportation Program.

SECTION 3. Scrutinized Companies.

3.1 CONTRACTOR, its 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 Iran Terrorism Sectors List, or is engaged in business operations with Syria. In accordance with Section 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 any agency or local governmental entity for goods or services of:

3.1.1 Any amount if, at the time 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 Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

3.1.2 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:

3.1.2.1 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes; or

3.1.2.2 Is engaged in business operations in Syria.

SECTION 4. Employment Eligibility. CONTRACTOR certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

4.1 **Definitions for this Section.**

4.1.1 "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. "Contractor" includes, but is not limited to, a vendor or consultant.

4.1.2 "Contractor" includes, but is not limited to, a vendor or consultant.

4.1.3 "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.



4.1.4 “E-Verify system” means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

4.2 **Registration Requirement; Termination.** Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

4.2.1 All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and

4.2.2 All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Pembroke Pines. The Contractor acknowledges and agrees that registration and 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 Pembroke Pines; and

4.2.3 The Contractor shall 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 registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require 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 twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. 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 one (1) year after the date of termination.

SECTION 5. Public Entity Crimes. Pursuant to Section 287.133(2)(a), Fla. Stat., a person or affiliate, as defined in Section 287.133(1), Fla. Stat., 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 thirty-five thousand dollars (\$35,000.00) for a period of thirty-six (36) months following the date of being placed on the convicted vendor list. By executing this First Amendment, the CONTRACTOR represents and warrants that neither it nor any of its affiliates is currently on the convicted vendor list.



SECTION 6. Discriminatory Vendor List. Pursuant to Section 287.134(2)(a), Fla. Stat., an entity or affiliate, as defined in Section 287.134(1), 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. By executing this First Amendment, the CONTRACTOR represents and warrants that neither it nor any of its affiliates is currently on the discriminatory vendor list.

SECTION 7. Human Trafficking. Pursuant to Section 787.06(13), Fla. Stat., nongovernmental agencies contracting with CITY are required to provide an affidavit attesting that the nongovernmental agency does not use coercion for labor or services as defined within Section 787.06, Fla. Stat. By executing this First Amendment and submitting the executed required affidavit, the CONTRACTOR represents and warrants that it does not use coercion for labor or services as provided by state law.

SECTION 8. Antitrust Violations. Pursuant to Section 287.137, Florida Statutes, as may be amended, a person or an affiliate who has been placed on the antitrust violator vendor list (electronically published and updated quarterly by the State of Florida) following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity. By entering into this First Amendment, CONTRACTOR certifies neither it nor its affiliate(s) are on the antitrust violator vendor list at the time of entering this First Amendment. False certification under this paragraph or being subsequently added to that list will result in termination of the Original Agreement, as amended, at the option of the CITY consistent with Section 287.137, Florida Statutes, as amended.

SECTION 9. In the event of any conflict or ambiguity by and between the terms and provisions of this First Amendment, and the Original Agreement, the terms and provisions of this First Amendment shall control to the extent of any such conflict or ambiguity.

SECTION 10. The Parties agree that in all other respects the Original Agreement shall remain in full force and effect, except as specifically modified herein.

SECTION 11. Each exhibit referred to in the Original Agreement, except as repealed herein, forms an essential part of this First Amendment. The exhibits, if not physically attached, should be treated as part of this First Amendment and are incorporated herein by reference.

SECTION 12. Each person signing this First Amendment on behalf of either Party individually warrants that he or she has full legal power to execute this First Amendment on behalf



City of Pembroke Pines

of the Party for whom he or she is signing, and to bind and obligate such Party with respect to all provisions contained in this First Amendment.

SECTION 13. This First Amendment may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this First Amendment by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other Party through facsimile transmission, email, or other electronic delivery.

**SIGNATURE PAGE AND
AFFIDAVIT OF COMPLIANCE WITH
HUMAN TRAFFICKING LAWS FOLLOW**



City of Pembroke Pines

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

CITY:

CITY OF PEMBROKE PINES, FLORIDA

APPROVED AS TO FORM:

Signed by: Paul B. Hernandez
28F04075060A4D2...
Print Name: Paul B. Hernandez
OFFICE OF THE CITY ATTORNEY

DocuSigned by: Charles F. Dodge
47B966ECFDAD4AC...
BY: CHARLES F. DODGE, CITY MANAGER

ATTEST:

DocuSigned by: Debra E. Rogers
F8EA9A23A58B417...
DEBRA E. ROGERS, CITY CLERK
Signed by: _____
December 12, 2024



CONTRACTOR:

THE TRANSPORTATION AUTHORITY, LLC

Signed by: Richard A. Passero
62AF2D9A7A7C4C6...
Signed By: Richard A. Passero
Printed Name: Richard A. Passero
Title: President



City of Pembroke Pines

AFFIDAVIT OF COMPLIANCE WITH HUMAN TRAFFICKING LAWS

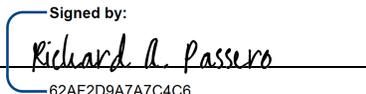
In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of the entity listed below (“Entity”), hereby attests under penalty of perjury that:

1. The Affiant is an officer or representative of the Entity entering into an agreement with the City of Pembroke Pines.
2. The Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled “Human Trafficking”.
3. The Affiant is authorized to execute this Affidavit on behalf of the Entity.
4. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.
5. Pursuant to Sec. 92.525(2), Fla. Stat., under penalties of perjury, I declare that I have read the foregoing affidavit of compliance with Human Trafficking Laws and that the facts stated in it are true.

FURTHER AFFIANT SAYETH NAUGHT.

DATE: December 4, 2024

ENTITY: **THE TRANSPORTATION AUTHORITY, LLC**

SIGNED BY: 

NAME: Richard A. Passero

TITLE: President



City of Pembroke Pines

OPERATION AND MANAGEMENT OF TRANSPORTATION SERVICES
AGREEMENT BETWEEN THE CITY OF PEMBROKE PINES AND
THE TRANSPORTATION AUTHORITY, LLC

THIS IS AN AGREEMENT (“Agreement”), dated July 1, 2024, by and between:

CITY OF PEMBROKE PINES, a municipal corporation of the State of Florida with a business address of **601 City Center Way, Pembroke Pines, Florida 33025** (hereinafter referred to as the "CITY")

and

THE TRANSPORTATION AUTHORITY, LLC, a Limited Liability Company as listed with the Florida Division of Corporations, with a business address of **1311 SW 87th Way, Pembroke Pines, FL 33025** (hereinafter referred to as the “CONTRACTOR”). CITY and CONTRACTOR may hereinafter be referred to collectively as the "Parties."

WITNESSETH:

In consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, CITY and CONTRACTOR agree as follows:

ARTICLE 1
PREAMBLE

In order to establish the background, context, and form of reference for this Agreement, and to generally express the objectives and intentions of the respective parties herein, the following statements, representations, and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow, and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

1.1 On **December 13, 2023**, the CITY advertised its notice to bidders of the CITY's desire to hire a firm to provide for the **operation, maintenance, and management of Transportation Services for the CITY’s Charter Schools, the Community Bus System, and the Senior Transportation Program** as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof, for the said bid entitled:

“Operations and Management of Transportation Services”
Request for Proposals (“RFP”) # AD-23-02

1.2 On **January 23, 2024**, the bids were opened at the offices of the City Clerk.



1.3 On **June 18, 2024**, pursuant to the passing of a motion to award the contract for RFP # AD-23-02 "Operation and Management of Transportation Services" to the Transportation Authority, LLC. for a one-year period for services relating to the Charter School Bus Transportation Program and for a six-month period for services relating to the Community Shuttle Bus Services and Senior Transportation Programs, the CITY Commission awarded this Agreement to CONTRACTOR and authorized the proper CITY officials to negotiate and enter into this Agreement with CONTRACTOR to render the services more particularly described herein below.

1.4 Negotiations pertaining to the services to be performed by the CONTRACTOR were undertaken and this Agreement incorporates the results of such negotiation.

ARTICLE 2

SERVICES AND RESPONSIBILITIES

2.1 CONTRACTOR hereby agrees to perform the services for the **operation, maintenance, and management of Transportation Services for the CITY's Charter Schools, the Community Bus System, and the Senior Transportation Program**, throughout the CITY utilizing CITY-owned and Broward County-owned vehicles, CITY office space, vehicle maintenance Area, and bus parking spaces more particularly located at 901 Poinciana Drive, Pembroke Pines, FL 33025 (each the "Property", and collectively the "Properties"), as more particularly described in and in accordance with the CITY's "**RFP**" # **AD-23-02**, attached hereto and made a part hereof as **Exhibit "A"**, CONTRACTOR's response thereto, attached hereto and made a part hereof as **Exhibit "B"**, the CITY Vehicle Inventory, attached hereto and made a part hereof as **Exhibit "C"**, and CITY's Driver Requirements, attached hereto and made a part hereof as **Exhibit "D"**. CONTRACTOR agrees to perform all services required pursuant to this Agreement, the Sealed Bid Package, Addenda to this Agreement, and Commission award complete with proposal form. CONTRACTOR shall perform the services herein required at the CITY locations as more particularly described herein below:

2.1.1 **Property Locations.**

Property Locations	Address
Charter School – East Campus	10801 Pembroke Road, Pembroke Pines, FL 33025
Charter School – West Campus	1680 S.W. 184 th Avenue, Pembroke Pines, FL 33029
Charter School – Central Campus	12350 Sheridan Street, Pembroke Pines, FL 33026
Charter Schools – FSU Elementary Campus	601 S.W. 172 nd Avenue, Pembroke Pines, FL 33029
Charter School – Academic Village Campus	17189 Sheridan Street, Pembroke Pines, FL 33331
CITY Office Space	901 Poinciana Drive, Pembroke Pines, FL 33025
Vehicle Maintenance Area	901 Poinciana Drive, Pembroke Pines, FL 33025



City of Pembroke Pines

Bus Parking Spaces	901 Poinciana Drive, Pembroke Pines, FL 33025
Community Bus Services Hub (Carl Shechter Southwest Focal Point Community Center)	301 NW 103 rd Avenue, Pembroke Pines, FL 33026

2.2 CONTRACTOR shall furnish all services, labor, equipment, and materials necessary and as may be required in the performance of this Agreement, except as otherwise specifically provided for herein, and all work performed under this Agreement shall be done in a professional manner.

2.3 All drivers must meet the minimum requirements set forth in **Exhibit "D"**. CONTRACTOR shall ensure that daily safety inspections are performed on each vehicle and piece of equipment utilized in the performance of this Agreement prior to use thereof. CONTRACTOR shall further ensure that all vehicles comply with the most current State of Florida Department of Education, School Bus Safety Inspection Manual, Florida Department of Highway Safety and Motor Vehicles, Florida Department of Transportation, Broward County, including the School Board, Transit Division and Areawide Council on Aging of Broward County, Inc., and the Jessica Lunsford Act, when applicable.

2.4 CONTRACTOR shall maintain a full-time mechanic possessing a current and valid State of Florida School Bus Safety Inspection Certificate. A copy of the mechanics Safety Inspection Certificate shall be furnished to CITY upon request.

2.5 CONTRACTOR shall, in addition to the Senior and Community transportation services, provide student transportation services for elementary, middle, and high school students in accordance with this Agreement. Door-to-door pickup service may be required in response to CITY's request. Transportation may also be required for other events. Rider safety is of paramount importance in the performance of all CONTRACTOR's transportation services through the term of this Agreement.

2.6 With regards to the Student Transportation Services. CONTRACTOR shall comply with all federal, state, and local governmental regulations and guidelines for transportation of passengers, including all Federal Vehicle Safety Standards and School Bus Specifications in effect the year the school bus was manufactured. CONTRACTOR shall also comply with any applicable Board of Education guidelines and regulations governing the transportation of passengers, seniors, and students.

2.7 CONTRACTOR hereby represents to CITY, with full knowledge that CITY is relying upon these representations when entering into this Agreement with CONTRACTOR, that CONTRACTOR has the professional expertise, experience, and manpower to perform the services to be provided by CONTRACTOR pursuant to the terms of this Agreement. CONTRACTOR assumes professional and technical responsibility for performance of its services to be provided hereunder in accordance with recognized professional standards.

2.8 CONTRACTOR hereby represents to CITY that CONTRACTOR is properly licensed by the applicable federal, state, and local agencies to provide the services under this Agreement. Furthermore, CONTRACTOR agrees to maintain such licenses during the term of this Agreement.



If CONTRACTOR's license is revoked, suspended, or terminated for any reason by any governmental agency, CONTRACTOR shall notify the CITY immediately.

2.9 CONTRACTOR shall comply with any and all Federal, State, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to CONTRACTOR, its employees, agents, or subcontractors, if any, with respect to the work and services described herein. A violation of any federal, state, or local law or regulation may be cause for breach, allowing the CITY to terminate this Agreement.

2.10 The CITY vehicle inventory is provided in **Exhibit "C"**, which is attached hereto and made a part hereof. This inventory may increase or decrease in the future due to fleet changes. CONTRACTOR shall maintain a sufficient vehicle inventory to perform the services provided in this Agreement at all times, and for this reason shall notify CITY within five (5) business days of any changes in the vehicle inventory. The vehicle inventory list within **Exhibit "C"** shall contain the following information on each vehicle:

- Year of Manufacture
- Model
- Make
- Vehicle Identification Number (VIN)
- Bus Number
- Capacity
- Most Recent Inspection Date
- Whether Vehicle is Wheelchair-Lift Accessible or Not

2.11 **Background Screening.** CONTRACTOR shall comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by CONTRACTOR in advance of personnel providing any services under the conditions described in the previous sentence. CONTRACTOR respectively shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement. The failure of CONTRACTOR to perform any of the duties described in this section shall constitute a material breach of Agreement. CONTRACTOR agrees to indemnify and hold harmless CITY, its elected and appointed officials, officers, employees, and agents from any liability in the form of physical or mental injury, death, or property damage resulting from the CONTRACTOR's failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes.

2.12 CONTRACTOR shall gain prior written approval from the CITY prior to engaging any subconsultants, subcontractors, or other professional associates to perform in connection with this Agreement. Any subcontract with a subcontractor or subconsultant shall afford to the CONTRACTOR rights against the subcontractor or subconsultant which correspond to those rights afforded to the CITY against the CONTRACTOR herein, including but not limited to those rights of termination as set forth herein. No reimbursement shall be made to the CONTRACTOR



for any subconsultants that have not been previously approved by the CITY for use by the CONTRACTOR.

ARTICLE 3

TERM AND TERMINATION

3.1 CONTRACTOR shall perform the operation, maintenance, and management of transportation services, as more particularly described herein and in **Exhibit "A"**, for an initial one (1) year period for services relating to the Charter School Bus Transportation Program, commencing on July 1, 2024, and expiring on **June 30, 2025**, and for an initial six (6) month period for services relating to the Community Shuttle Bus Services and Senior Transportation Programs, commencing on July 1, 2024, and expiring on **December 31, 2024**.

3.2 This Agreement may be renewed for **two (2)**, additional, **five (5) year** renewal periods upon mutual consent of the Parties, evidenced by a written amendment to this Agreement extending the term thereof.

3.3 **Post Contractual Obligations.** In the event that the term of this agreement expires, the CONTRACTOR agrees to continue providing services, at the current rates, on a month-to-month basis until the CITY establishes a new contract for services.

3.4 **Termination for Convenience.** This Agreement may be terminated by CITY for convenience, upon providing **one hundred eighty (180) calendar days** of written notice to CONTRACTOR for such termination in which event CONTRACTOR shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that CONTRACTOR abandons this Agreement or causes it to be terminated, CONTRACTOR shall indemnify CITY against loss pertaining to this termination.

3.5 **Default by CONTRACTOR.** In addition to all other remedies available to CITY, this Agreement shall be subject to cancellation by CITY for cause, should CONTRACTOR neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of **thirty (30) calendar days** after receipt by CONTRACTOR of written notice of such neglect or failure.

ARTICLE 4

COMPENSATION AND METHOD OF PAYMENT

4.1 The CITY hereby agrees to compensate CONTRACTOR for all services provided by CONTRACTOR pursuant to the provisions of this Agreement and as set forth in **Exhibit "E"**.

4.2 All payments shall be governed by the Local Government Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes.

4.3 **Method of Billing and Payment.** The CITY shall, within thirty (30) calendar days from the date the CITY approves the Application for Payment, pay the CONTRACTOR the amount approved by the CITY Administration.



Payment will be made to CONTRACTOR at:

**Transportation Authority, LLC
901 Poinciana Drive, Pembroke Pines, FL 33025**

**ARTICLE 5
CHANGES IN SCOPE OF WORK**

5.1 CITY or CONTRACTOR may request changes that would increase, decrease, or otherwise modify the Scope of Services, as described herein. These changes may affect the monthly compensation accordingly. Such changes or additional services must be in accordance with the provisions of the Code of Ordinances of the CITY, and must be contained in a written amendment, executed by the Parties hereto, with the same formality, equality, and dignity herewith prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work. In no event will the CONTRACTOR be compensated for any work which has not been described either herein or in a separate written agreement executed by the Parties hereto.

5.2 While requesting changes that would increase, decrease, or otherwise modify the scope of services CONTRACTOR shall continue work, however, in no event will CONTRACTOR be compensated for any work that has not been described either herein, in a purchase order, or separate written agreement executed by the parties hereto.

**ARTICLE 6
INDEMNIFICATION**

6.1 CONTRACTOR shall indemnify and hold harmless the CITY, its officers, agents, assigns, employees, consultants, separate contractors, any of their subcontractors, and sub-subcontractors from and against claims, demands, or causes of action whatsoever, and the resulting losses, damages, costs and expenses, including but not limited to attorneys' fees, including paralegal expenses, liabilities, damages, orders, judgments, or decrees, sustained by the CITY arising out of or resulting from performance of this Agreement, the failure of CONTRACTOR to take out and maintain insurance as required under this Agreement, and any negligent act or omission of CONTRACTOR, its employees, agents, partners, principals, subcontractors, and officers. The 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 attorneys' fees which may issue thereon.

6.2 Upon completion of all services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive indefinitely.

6.3 CITY reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of CONTRACTOR.



6.4 CONTRACTOR shall be liable for any accident, loss, injury, or damages to persons and/or property arising out of and/or resulting from CONTRACTOR's performance of the work required by this Agreement.

6.5 Nothing contained herein is intended nor shall be construed to waive CITY's rights and immunities under the common law or Section 768.28, Florida Statutes, as may be amended from time to time.

ARTICLE 7 **INSURANCE**

7.1 CONTRACTOR expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the 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 required.

7.2 CONTRACTOR AND ALL SUBCONTRACTORS, SHALL NOT BE ALLOWED TO commence work under this AGREEMENT until the Contractor has obtained all insurance required by this Insurance Section, including the purchase of a Policy of Insurance naming the City of Pembroke Pines as an Additional Named Insured, which Insurance Policy and its terms must be agreed to and approved in writing by the Risk Manager for the City of Pembroke Pines, nor shall any SUBCONTRACTOR be allowed to commence work under this AGREEMENT until the SUBCONTRACTOR complies with the Insurance requirements required by this Insurance Section, including the duty to purchase a Policy of Insurance which names the City of Pembroke Pines as an Additional Named Insured, which Insurance Policy and its terms are agreed to and approved in writing by the Risk Manager for the City of Pembroke Pines.

7.3 Certificates of Insurance, reflecting evidence of the required insurance, shall be filed with the CITY's Risk Manager prior to the commencement of this Agreement. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. The insurance company shall be rated no less than "A" as to management, and no less than "Class VI" as to financial strength according to the latest edition of Best's Insurance Guide published by A.M. Best Company.

7.4 Certificates of Insurance shall provide for thirty (30) calendar days' prior written notice to the CITY in case of cancellation or material changes in the policy limits or coverage states. If the carrier cannot provide thirty (30) calendar days' notice of cancellation, either the CONTRACTOR or their Insurance Broker must agree to provide notice.

7.5 Insurance shall be in force until all obligations required to be fulfilled under the terms of the Agreement are satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, the CONTRACTOR shall furnish, at least forty-five (45) calendar days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and



extension thereunder is in effect. The CONTRACTOR shall neither commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. CONTRACTOR shall be liable to CITY for any lapses in service resulting from a gap in insurance coverage.

7.6 REQUIRED INSURANCE

CONTRACTOR shall be required to obtain all applicable insurance coverage, as indicated below, prior to commencing any work pursuant to this Agreement:

Yes No

- 7.6.1 Comprehensive General Liability Insurance written on an occurrence basis including, but not limited to: coverage for bodily injury and property damage, personal & advertising injury, products & completed operations, and contractual liability. Coverage must be written on an occurrence basis, with limits of liability no less than:

1. Each Occurrence Limit - \$1,000,000
2. Fire Damage Limit (Damage to rented premises) - \$100,000
3. Personal & Advertising Injury Limit - \$1,000,000
4. General Aggregate Limit - \$2,000,000
5. Products & Completed Operations Aggregate Limit - \$2,000,000

Aggregate Reduction: CONTRACTOR shall advise the CITY in the event any aggregate limits are reduced below the required per-occurrence limit. At its own expense, the CONTRACTOR will reinstate the aggregate limits to comply with the minimum requirements and shall furnish the CITY with a new certificate of insurance showing such coverage is in force.

Products & Completed Operations Coverage shall be maintained for the later of three (3) years after the delivery of goods/services or final payment under the Agreement. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

- 7.6.2 Workers' Compensation and Employers' Liability Insurance covering all employees, and/or volunteers of the CONTRACTOR engaged in the performance of the scope of work associated with this Agreement. In the case any work is sublet, the CONTRACTOR shall require the subcontractors similarly to provide Workers' Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. Coverage for the CONTRACTOR and all subcontractors shall be in accordance with applicable state and/or federal laws that may apply to Workers' Compensation Insurance with limits of liability no less than:

1. Workers' Compensation: Coverage A – Statutory
2. Employers Liability: Coverage B \$500,000 Each Accident
\$500,000 Disease – Policy Limit
\$500,000 Disease – Each Employee



If CONTRACTOR claims to be exempt from this requirement, CONTRACTOR shall provide CITY proof of such exemption for CITY to exempt CONTRACTOR.

Yes No

7.6.3 Comprehensive Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the performance of work under this Agreement, with a combined single limit of liability for bodily injury and property damage no less than:

1. Any Auto (Symbol 1)
Combined Single Limit (Each Accident) - \$1,000,000
2. Hired Autos (Symbol 8)
Combined Single Limit (Each Accident) - \$1,000,000
3. Non-Owned Autos (Symbol 9)
Combined Single Limit (Each Accident) - \$1,000,000

If work under this Agreement includes transportation of hazardous materials, policy shall include pollution liability coverage equivalent to that provided by the latest version of the ISO pollution liability broadened endorsement for auto and the latest version of the ISO Motor Carrier Act endorsement, equivalents, or broader language.

Yes No

7.6.3.1 If CONTRACTOR requests reduced limits under a Personal Auto Liability Policy and it is agreed to by the CITY, coverage shall include Bodily Injury limits of \$100,000 per person/\$300,000 per occurrence and Property Damage limits of \$300,000 per occurrence.

Yes No

7.6.5 Professional Liability/Errors & Omissions Insurance with a limit of liability no less than \$1,000,000 per wrongful or negligent act. This coverage shall be maintained for a period of no less than three (3) years after the delivery of goods/services final payment pursuant to this Agreement. Retroactive date, if any, to be no later than the first calendar day of service to the CITY.

Yes No

7.6.6 Cyber Liability including Network Security and Privacy Liability with a limit of liability no less than \$1,000,000 per loss. Coverage shall include liability arising from: theft, dissemination and/or use of confidential information stored or transmitted in electronic form, unauthorized access to, use of, or tampering with computer systems, including hacker attacks or inability of an authorized third party to gain access to your services, including denial of service, and the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network, or similar computer-related property and the data, software and programs thereon. If vendor is collecting credit card information, it shall cover all PCI breach expenses. Coverage is to include the various state monitoring and state required remediation as well as meet the various state notification requirements. This coverage shall be maintained for a period of no less than the later of three (3) years after delivery of goods/services or final payment of the Agreement. Retroactive date, if any, to be no later than the first calendar day of service to the CITY. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**



City of Pembroke Pines

Yes No

- ✓ 7.6.7 Garage Liability & Garage-keepers Legal Liability for those that manage parking lots for the CITY or service CITY vehicles. Coverage must be written on an occurrence basis, with limits of liability no less than \$1,000,000 per Occurrence, including products & completed operations. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment of this Agreement. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

- ✓ 7.6.8 Sexual Abuse & Molestation for any agreement involving a vulnerable population. Limits shall be no less than \$500,000 per occurrence. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment of this Agreement. Retroactive date, if any, to be no later than the first calendar day of service to the CITY. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

7.7 REQUIRED ENDORSEMENTS

- 7.7.1 The City of Pembroke Pines shall be named as an Additional Insured on each of the Liability Policies required herein.
- 7.7.2 Waiver of all Rights of Subrogation against the CITY.
- 7.7.3 Thirty (30) calendar day Notice of Cancellation or Non-Renewal to the CITY.
- 7.7.4 CONTRACTOR's policies shall be Primary & Non-Contributory.
- 7.7.5 All policies shall contain a "severability of interest" or "cross liability" clause without obligation for premium payment of the CITY.
- 7.7.6 The City of Pembroke Pines shall be named as a Loss Payee on all Property and/or Inland Marine Policies as their interest may appear.

7.8 Any and all insurance required of the CONTRACTOR pursuant to this Agreement must also be required by any subcontractor in the same limits and with all requirements as provided herein, including naming the CITY as an additional insured, in any work that is subcontracted unless such subcontractor is covered by the protection afforded by the CONTRACTOR and provided proof of such coverage is provided to CITY. The CONTRACTOR and any subcontractors shall maintain such policies during the term of this Agreement.

7.9 The CITY reserves the right to require any other additional types of insurance coverage and/or higher limits of liability it deems necessary based on the nature of work being performed under this Agreement.

7.10 The insurance requirements specified in this Agreement are minimum requirements and in no way reduce any liability the CONTRACTOR has assumed in the indemnification/hold harmless section(s) of this Agreement.



ARTICLE 8
NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT

During the performance of the Agreement, neither the CONTRACTOR nor any subcontractors shall discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. CONTRACTOR will take affirmative action to ensure that employees are treated during employment, without regard to their race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. CONTRACTOR shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. CONTRACTOR further agrees that CONTRACTOR will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

ARTICLE 9
INDEPENDENT CONTRACTOR

This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the CONTRACTOR is an independent contractor under this Agreement and not the CITY's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. The CONTRACTOR shall retain sole and absolute discretion in the judgment of the manner and means of carrying out CONTRACTOR's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of CONTRACTOR, which policies of CONTRACTOR shall not conflict with CITY, State, Federal, or United States policies, rules or regulations relating to the use of CONTRACTOR's funds provided for herein. The CONTRACTOR agrees that it is a separate and independent enterprise from the CITY, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the CONTRACTOR and the CITY and the CITY will not be liable for any obligation incurred by CONTRACTOR, including but not limited to unpaid minimum wages and/or overtime premiums.

ARTICLE 10
AGREEMENT SUBJECT TO FUNDING

This Agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Pembroke Pines in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.



ARTICLE 11

UNCONTROLLABLE FORCES

11.1 Neither CITY nor CONTRACTOR shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, pandemic, acts of God, war, riot, civil disturbance, sabotage, and governmental actions.

11.2 Neither Party shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

ARTICLE 12

GOVERNING LAW AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida as now and hereafter in force. The venue for any and all actions or claims arising out of or related to this Agreement shall be in Broward County, Florida.

ARTICLE 13

SIGNATORY AUTHORITY

Upon CITY's request, CONTRACTOR shall provide CITY with copies of requisite documentation evidencing that the signatory for CONTRACTOR has the authority to enter into this Agreement.

ARTICLE 14

DEFAULT OF CONTRACT & REMEDIES

14.1 **Damages.** CITY reserves the right to recover any ascertainable actual damages incurred as a result of the failure of CONTRACTOR to perform in accordance with the requirements of this Agreement, or for losses sustained by CITY resultant from CONTRACTOR's failure to perform in accordance with the requirements of this Agreement.

14.2 **Correction of Work.** If, in the judgment of CITY, work provided by CONTRACTOR does not conform to the requirements of this Agreement, CITY reserves the right to require that CONTRACTOR correct all deficiencies in the work to bring the work into conformance without



additional cost to CITY, and / or replace any personnel who fail to perform in accordance with the requirements of this Agreement. CITY shall be the sole judge of non-conformance.

14.3 **Default of Contract.** The occurrence of any one or more of the following events shall constitute a default and breach of this Agreement by CONTRACTOR:

14.3.1 The abandonment, unnecessary delay, refusal of, or failure to comply with any of the terms of this Agreement or neglect, or refusal to comply with the instructions of the Public Services Director relative thereto.

14.3.2. The failure by CONTRACTOR to observe or perform any of the terms, covenants, or conditions of this Agreement to be observed or performed by CONTRACTOR, where such failure shall continue for a period of seven (7) calendar days after written notice thereof by CITY to CONTRACTOR; provided, however, that if the nature of CONTRACTOR's default is such that more than seven (7) calendar days are reasonably required for its cure, then CONTRACTOR shall not be deemed to be in default if CONTRACTOR commences such cure within said seven (7) calendar day period and thereafter diligently prosecutes such cure to completion.

14.3.3. The assignment and/or transfer of this Agreement or execution or attachment thereon by CONTRACTOR or any other party in a manner not expressly permitted hereunder.

14.3.4. The making by CONTRACTOR of any general assignment or general arrangement for the benefit of creditors, or the filing by or against CONTRACTOR of a petition to have CONTRACTOR adjudged a bankruptcy, or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against CONTRACTOR, the same is dismissed within sixty (60) calendar days); or the appointment of a trustee or a receiver to take possession of substantially all of CONTRACTOR's assets, or for CONTRACTOR's interest in this Agreement, where possession is not restored to CONTRACTOR within thirty (30) calendar days; for attachment, execution or other judicial seizure of substantially all of CONTRACTOR's assets, or for CONTRACTOR's interest in this Agreement, where such seizure is not discharged within thirty (30) calendar days.

14.4 **Remedies in Default.** In case of default by CONTRACTOR, CITY shall notify CONTRACTOR, in writing, of such abandonment, delay, refusal, failure, neglect, or default and direct CONTRACTOR to comply with all provisions of this Agreement. If the abandonment, delay, refusal, failure, neglect, or default is not cured within seven (7) calendar days of when notice was sent by CITY, CITY may declare a default of the Agreement and notify CONTRACTOR of such declaration of default and terminate the Agreement.

14.4.1. Upon such declaration of default, all payments remaining due CONTRACTOR at the time of default, less all sums due CITY for damages suffered, or expenses incurred by reason of default, shall be due and payable to CONTRACTOR.



City of Pembroke Pines

14.4.2. CITY may complete the Agreement, or any part thereof, either by day labor or re-letting a contract for the same, and procure the equipment and the facilities necessary for the completion of the Agreement, and charge the cost of same to CONTRACTOR together with the costs incident thereto to such default.

14.4.3. In the event CITY completes the Agreement at a lesser cost than would have been payable to CONTRACTOR under this Agreement, if the same had been fulfilled by CONTRACTOR, CITY shall retain such differences. Should such cost to CITY be greater, CONTRACTOR shall pay the amount of such excess to the CITY.

14.4.4 Notwithstanding the other provisions in this Article, CITY reserves the right to terminate the Agreement at any time, whenever the service provided by CONTRACTOR fails to meet reasonable standards of the trade after CITY gives written notice to the CONTRACTOR of the deficiencies as set forth in the written notice within fourteen (14) calendar days of the receipt by CONTRACTOR of such notice from CITY.

ARTICLE 15 **BANKRUPTCY**

It is agreed that if CONTRACTOR is adjudged bankrupt, either voluntarily or involuntarily, then this Agreement shall terminate effective on the date and at the time the bankruptcy petition is filed.

ARTICLE 16 **MERGER; AMENDMENT**

This Agreement constitutes the entire Agreement between CONTRACTOR and CITY, and all negotiations and oral understandings between the Parties are merged herein. This Agreement can be supplemented or amended only by a written document executed by both CONTRACTOR and CITY with the same formality and equal dignity herewith.

ARTICLE 17 **DISPUTE RESOLUTION**

In the event that a dispute, if any, arises between CITY and CONTRACTOR relating to this Agreement, performance, or compensation hereunder, CONTRACTOR shall continue to render service in full compliance with all terms and conditions of this Agreement as interpreted by CITY regardless of such dispute. CONTRACTOR expressly recognizes the paramount right and duty of CITY to provide adequate maintenance of CITY's Property, and further agrees, in consideration for the execution of this Agreement, that in the event of such a dispute, if any, it will not seek injunctive relief in any court, but will negotiate with CITY for an adjustment on the matter or matters in dispute and, upon failure of said negotiations to resolve the dispute, may present the matter to a court of competent jurisdiction in an appropriate suit therefore instituted by it or by CITY.



ARTICLE 18
PUBLIC RECORDS

18.1 The City of Pembroke Pines is public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

18.1.1 Keep and maintain public records required by the CITY to perform the service;

18.1.2 Upon request from the CITY's custodian of public records, provide the CITY 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 Chapter 119, Florida Statutes, or as otherwise provided by law;

18.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, CONTRACTOR shall destroy all copies of such confidential and exempt records remaining in its possession after the CONTRACTOR transfers the records in its possession to the CITY; and

18.1.4 Upon completion of the contract, CONTRACTOR shall transfer to the CITY, at no cost to the CITY, all public records in CONTRACTOR's possession. All records stored electronically by the CONTRACTOR must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

18.2 The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the CITY shall enforce the Default in accordance with the provisions set forth herein.

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

CITY CLERK
601 CITY CENTER WAY, 4th FLOOR
PEMBROKE PINES, FL 33025
(954) 450-1050
mgraham@ppines.com



ARTICLE 19

SCRUTINIZED COMPANIES

19.1 CONTRACTOR, its 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 Iran Terrorism Sectors List, or is engaged in business operations with Syria. In accordance with Section 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 any agency or local governmental entity for goods or services of:

19.1.1 Any amount if, at the time 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 Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

19.1.2 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:

19.1.2.1 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes ; or

19.1.2.2 Is engaged in business operations in Syria.

ARTICLE 20

EQUAL BENEFITS FOR EMPLOYEES

20.1 CONTRACTOR certifies that it is aware of the requirements of Section 35.39 of the CITY's Code of Ordinances and certifies that it is aware of the requirements of Section 35.39 of the CITY's Code of Ordinances and certifies that (**check only one box below**):

- CONTRACTOR currently complies with the requirements of Section 35.39 of the CITY's Code of Ordinances; or
- CONTRACTOR will comply with the conditions of Section 35.39 of the CITY's Code of Ordinances; or
- CONTRACTOR will not comply with the conditions of Section 35.39 of the CITY's Code of Ordinances; or
- CONTRACTOR does not comply with the conditions of Section 35.39 of the CITY's Code of Ordinances because of the following allowable exemption (**check only box below**):
 - CONTRACTOR does not provide benefits to employees' spouses in traditional marriages; or
 - CONTRACTOR provides an employee the cash equivalent of benefits because CONTRACTOR is unable to provide benefits to employees' Domestic Partners or spouses despite making reasonable efforts to provide



them. To meet this exception, CONTRACTOR shall provide a notarized affidavit that it has made reasonable efforts to provide such benefits. The affidavit shall state the efforts taken to provide such benefits and the amount of the cash equivalent. Case equivalent means the amount of money paid to an employee with a Domestic Partner or spouse rather than providing benefits to the employee's Domestic Partner or spouse. The case equivalent is equal to the employer's direct expense of providing benefits to an employee's spouse; or

- CONTRACTOR is a religious organization, association, society, or any non-profit charitable or educational institution or organization operated, supervised, or controlled by or in conjunction with a religious organization, association, or society; or
- CONTRACTOR is a governmental agency.

20.2 Except where federal or state law mandates to the contrary, a contractor awarded a contract pursuant to a competitive solicitation shall provide benefits to Domestic Partners and spouses of its employees, irrespective of gender, on the same basis as it provides benefits to employees' spouses in traditional marriages.

20.3 CONTRACTOR shall provide the City Manager and his/her designee, access to its records for the purpose of audits and/or investigations to ascertain compliance with the provisions of this Article, and upon request shall provide evidence that the CONTRACTOR is in compliance with the provisions of this Article upon the renewal of this AGREEMENT or when the City Manager or his/her designee receives a complaint or has reason to believe CONTRACTOR may not be in compliance with the provisions of this Article. Records shall include but not be limited to providing the City Manager and his/her designee with certified copies of CONTRACTOR's records pertaining to its benefits policies and its employment policies and practices.

20.4 CONTRACTOR must conspicuously make available to all employees and applicants for employment the following statement:

“During the performance of a contract with the City of Pembroke Pines, Florida, the CONTRACTOR will provide Equal Benefits to its employees with spouses, as defined by Section 35.39 of the City of Pembroke Pines Code of Ordinances, and its employees with Domestic Partners and all Married Couples”.

If CONTRACTOR has questions regarding the application of Section 35.39 of the City of Pembroke Pines Code of Ordinances to CONTRACTOR's duties pursuant to this Agreement, contact Human Resources at (954) 954-392-2092 or drotstein@ppines.com.

20.5 By executing this Agreement, CONTRACTOR certifies that it agrees to comply with the above and Section 35.39 of the City of Pembroke Pines Code of Ordinances, as may be amended from time to time.



ARTICLE 21

EMPLOYMENT ELIGIBILITY

21.1 **E-Verify.** CONTRACTOR certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

21.1.1 **Definitions for this Section.**

21.1.1.1 “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.

21.1.1.2 “Contractor” includes, but is not limited to, a vendor or consultant.

21.1.1.3 “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.

21.1.1.4 “E-Verify system” means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

21.2 **Registration Requirement; Termination.** Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

21.2.1 All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and

21.2.2 All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Pembroke Pines. The Contractor acknowledges and agrees that registration and 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 Pembroke Pines; and

21.2.3 The Contractor shall 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 registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require 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 twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. 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 one (1) year after the date of termination.

ARTICLE 22

FEDERAL REQUIREMENTS

Notwithstanding anything to the contrary set forth herein, CONTRACTOR shall comply with the applicable federal requirements set forth in 2 C.F.R. Part 200, as may be applicable. In the event of any conflicts, the provisions of 2 C.F.R. Part 200 shall prevail. Any reference made to CONTRACTOR in this section shall also apply to any subcontractor under the terms of this Agreement. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses:

22.1 **Equal Employment Opportunity**. During the performance of this contract, CONTRACTOR agrees as follows:

22.1.1 CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. 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. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

22.1.2 CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of 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.

22.1.3 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 CONTRACTOR's legal duty to furnish information.



City of Pembroke Pines

22.1.4 CONTRACTOR will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of CONTRACTOR's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

22.1.5 CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

22.1.6 CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

22.1.7 In the event of CONTRACTOR's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this Agreement may be canceled, terminated or suspended in whole or in part and CONTRACTOR may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

22.1.8 CONTRACTOR will include the provisions of paragraphs (22.1.1) through (23.1.8) 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, so that such provisions will be binding upon each subcontractor or vendor. CONTRACTOR will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided*, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

The CITY 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*, that if the CITY 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 CITY further 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 CITY further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, 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 CITY 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 CITY under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such CITY; and refer the case to the Department of Justice for appropriate legal proceedings.

22.2 Davis-Bacon Act. CONTRACTOR shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor Regulations (29 CFR Part 5). In accordance with the statute, CONTRACTOR must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, CONTRACTOR must be required to pay wages not less than once a week.

22.3 Copeland "Anti-Kickback" Act. CONTRACTOR shall comply with the Copeland "Anti-Kickback" Act, (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). CONTRACTOR must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. CITY must report all suspected or reported violations to the Federal awarding agency.

22.4 Contract Work Hours and Safety Standards Act (40 U.S.C. 3701- 3708). Where applicable, pursuant to 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5) CONTRACTOR must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.

22.4.1 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.

22.4.2 Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (22.4.1) of this section the CONTRACTOR and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (22.4.1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (22.4.1) of this section.

22.4.3 Withholding for unpaid wages and liquidated damages. CITY shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by CONTRACTOR or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (22.4.2) of this section.

22.4.4 Subcontracts. CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (22.4.1) through (22.4.4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (22.4.1) through (22.4.4) of this section.

22.5 CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401- 7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251- 1387). CITY will report violations to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

22.5.1 Clean Air Act. 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. CONTRACTOR agrees to report each violation to CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.



22.5.2 Federal Water Pollution Control Act. CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. CONTRACTOR agrees to report each violation to the CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. CONTRACTOR agrees to include these requirements in each subcontract exceeding one hundred fifty thousand dollars (\$150,000) financed in whole or in part with Federal assistance.

22.6 Suspension and Debarment. This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000, as such CONTRACTOR is required to verify that none of the contractor's agents, principals (defined at 2 C.F.R. § 180.995), or affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

22.6.1 CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by CITY. If it is later determined that CONTRACTOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to State and CITY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

22.6.2 The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

22.7 Byrd Anti-Lobbying Amendment, as amended (31 U.S.C. § 1352). CONTRACTOR shall file the required certification pursuant to 31 U.S.C. 1352. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

22.8 Compliance with State Energy Policy and Conservation Act. CONTRACTOR shall comply with all mandatory standards and policies relating to energy efficiency contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

22.9 Procurement of Recovered Materials. The CITY and CONTRACTOR 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.

22.10 **Reporting.** Pursuant to 44 CFR 13.36(i)(7), CONTRACTOR shall comply with federal requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41, if applicable. Furthermore, both parties shall provide the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representative access to any books, documents, papers, and records of CONTRACTOR which are directly pertinent to this contract for the purpose of making audits, examinations, excerpts, and transcriptions. Also, both Parties agree to provide FEMA Administrator or his authorized representative access to construction or other work sites pertaining to the work being completed under the Agreement.

22.11 **Rights to Inventions.** CONTRACTOR agrees that if this Agreement results in any copyrightable materials or inventions, the Federal Government reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use the copyright of said materials or inventions for Federal Government purposes.

22.12 **No Obligation by the Federal Government.** The federal government is not a party to this contract and is not subject to any obligations or liabilities to the non-federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

22.13 **DHS Seal, Logo, and Flags.** CONTRACTOR shall not use DHS(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific federal pre-approval.

22.14 **Compliance with Federal Law, Regulations, and Executive Orders.** This is an acknowledgement that federal financial assistance will be used to fund the Agreement only. CONTRACTOR will comply with all applicable federal law, regulations, executive orders, policies, procedures, and directives.

22.15 **Fraudulent Statements.** CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 applies to CONTRACTOR's actions pertaining to this Agreement.

22.16 **Affirmative Socioeconomic Steps.** If subcontracts are to be let, CONTRACTOR is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

ARTICLE 23

MISCELLANEOUS

23.1 **Ownership of Documents.** Reports, surveys, studies, and other data provided in connection with this Agreement are and shall remain the property of CITY, whether or not the project for which they are made is completed.



23.2 **Legal Representation.** It is acknowledged that each party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement, and accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both Parties.

23.3 **Records.** CONTRACTOR shall keep such records and accounts and require any and all subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which CONTRACTOR expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by CITY and shall be kept for a period of ten (10) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by CITY of any fees or expenses based upon such entries. All records shall be maintained and available for disclosure, as appropriate, in accordance with Chapter 119, Florida Statutes.

23.4 **Assignments; Amendments.** This Agreement, and any interests herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by CONTRACTOR without the prior written consent of CITY. For purposes of this Agreement, any change of ownership of CONTRACTOR shall constitute an assignment which requires CITY approval. However, this Agreement shall run to the benefit of CITY and its successors and assigns. It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

23.5 **No Contingent Fees.** CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

23.6 **Notice.** Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, CONTRACTOR and CITY designate the following as the respective places for giving of notice:

CITY: Charles F. Dodge, City Manager
City of Pembroke Pines
601 City Center Way, 4th Floor
Pembroke Pines, Florida 33025



City of Pembroke Pines

Telephone No. (954) 450-1040

Copy To: Samuel S. Goren, City Attorney
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308
Telephone No. (954) 771-4500
Facsimile No. (954) 771-4923

CONTRACTOR: **Richard A. Passero, President**
The Transportation Authority, LLC
1311 SW 87th Way,
Pembroke Pines, FL 33025
E-mail: tainc@aol.com
Telephone No: (954) 364-4790
Cell phone No: (954) 214-7421
Facsimile No: (954) 364-4791

23.7 **Binding Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

23.8 **Headings.** Headings herein are for the convenience of reference only and shall not be considered in any interpretation of this Agreement.

23.9 **Exhibits.** Each exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits, if not physically attached, should be treated as part of this Agreement and are incorporated herein by reference.

23.10 **Severability.** If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

23.11 **Entire Agreement and Conflicts.** This Agreement is intended by the parties hereto to be final expression of this Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made. In the event of a conflict between this Agreement, **Exhibit “A”, Exhibit “B”, Exhibit “C”, Exhibit “D”, and Exhibit “E”,** this Agreement shall prevail, followed by **Exhibit “A”, Exhibit “C”, Exhibit “D”, Exhibit “E”, and Exhibit “B”.**

23.12 **Waiver.** Failure of CITY to insist upon strict performance of any provision or condition of this Agreement, or to execute any right therein contained, shall not be construed as a



waiver or relinquishment for the future of any such provision, condition, or right, but the same shall remain in full force and effect.

23.13 **Attorneys' Fees.** In the event that either party brings suit for enforcement of this Agreement, each party shall bear its own attorney's fees and court costs, except as otherwise provided under the indemnification provisions set forth herein above.

23.14 **Protection of CITY Property.** At all times during the performance of this Agreement, CONTRACTOR shall protect CITY's property from all damage whatsoever on account of the work being carried on under this Agreement.

23.15 **Counterparts and Execution.** This Agreement may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Agreement by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other party through facsimile transmission, email, or other electronic delivery.

23.16 **Compliance with Statutes.** It shall be the CONTRACTOR's responsibility to be aware of and comply with all statutes, ordinances, rules, orders, regulations, and requirements of all local, City, state, and federal agencies as applicable.

23.17 **Compliance with Jessica Lunsford Act.** In addition, to any other background screening requirements that may be required in this Agreement and/or by statutes, ordinances, rules, orders, regulations, and requirements of all local, City, state, and federal agencies, CONTRACTOR shall comply with Chapter 1012, Florida Statutes, which requires Level II background screening for individuals who are vendors performing services at a Florida public school or for a public school district, if applicable.

SIGNATURE PAGE FOLLOWS



City of Pembroke Pines

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

CITY:

CITY OF PEMBROKE PINES, FLORIDA

APPROVED AS TO FORM:

DocuSigned by:
Jacob Horowitz
A563A1DDEFD5417...
Print Name: Jacob Horowitz
OFFICE OF THE CITY ATTORNEY

DocuSigned by:
Angelo Castillo
E2D2D4AA8795454...
BY: _____
MAYOR ANGELO CASTILLO

DocuSigned by:
Debra Rogers
A0580C001C3C437...
ATTEST: _____
DEBRA E. ROGERS, CITY CLERK

DocuSigned by:
Charles F. Dodge
47B966ECFDAD4AC...
BY: _____
CHARLES F. DODGE, CITY MANAGER

~~MARLENE D. GRAHAM, CITY CLERK~~=====

July 1, 2024

DocuSigned by:



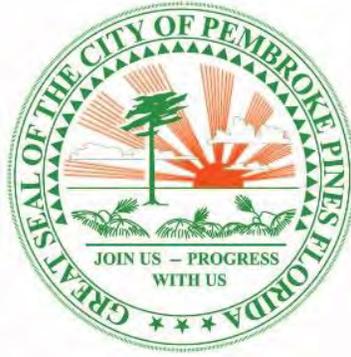
CONTRACTOR:

THE TRANSPORTATION AUTHORITY, LLC

Signed By: Richard A. Passero

Printed Name: RICHARD A. PASSERO

Title: PRESIDENT



Operation and Management of Transportation Services

Request for Proposals # AD-23-02

General Information		
Project Timeline	This contract shall be for an initial five-year period with two additional five-year renewal terms.	See Section 1.2
Evaluation of Proposals	Staff	See Section 1.7
Non-Mandatory Pre-Bid Meeting	9:00 a.m. on January 4, 2024 at the Public Services Building Large Conference Room, 8300 S. Palm Drive, Pembroke Pines, FL 33025.	See Section 1.8
Question Due Date	January 9, 2024	See Section 1.8
Proposals will be accepted until	2:00 p.m. on January 23, 2024	See Section 1.8
Proposal Security / Bid Bond	<input checked="" type="checkbox"/> Not required. <input type="checkbox"/> Required only for bidders that have a total cumulative base proposal amount that exceeds \$200,000. Proposal Security shall be in the amount of 5% of the total cumulative base amount proposed. <input type="checkbox"/> Required for every bidder, regardless of proposal amount. Proposal Security shall be in the amount of 5% of the total cumulative base amount proposed. <input type="checkbox"/> Required for every bidder, regardless of proposal amount. Proposal Security shall be in the amount of \$10,000 or 5% of the total cumulative base amount proposed, whichever is less.	See Section 4.1
100% Payment and Performance Bonds	<input checked="" type="checkbox"/> Not required. <input type="checkbox"/> Required, regardless of the awarded contract amount. <input type="checkbox"/> Required in the event that the awarded contract exceeds \$200,000.	See Section 4.2

THE CITY OF PEMBROKE PINES
PROCUREMENT DEPARTMENT
8300 SOUTH PALM DRIVE
PEMBROKE PINES, FLORIDA 33025
(954) 518-9020



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ATTACHMENTS

- Attachment A: Non-Collusive Affidavit
- Attachment B: Sample Insurance Certificate
- Attachment C: Specimen Contract – Contractual Services Agreement for Operation and Management of Transportation Services
- Attachment D: LSP Agreement with Areawide Council on Aging of Broward County, Inc.
- Attachment E: Interlocal Agreement with Broward County for Community Bus Service
- Attachment F: Community Bus Routes (Green, Gold, & Blue)
- Attachment G: Broward County School Calendar for 2023-24
- Attachment H: Current Vehicles Utilized for the School Transportation Program



City of Pembroke Pines

Attachment I: Current Vehicles Utilized for the Shuttle Bus Transportation Programs

Attachment J: Charter School General Bus Schedule

Attachment K: Pricing Submission Sheet - Labor Rates



SECTION 1 - INSTRUCTIONS

1.1 NOTICE

Notice is hereby given that the City Commission of the City of Pembroke Pines is seeking sealed proposals for:

RFP # AD-23-02 Operation and Management of Transportation Services

Solicitations may be obtained from the City of Pembroke Pines website at <http://www.ppines.com/index.aspx?NID=667> and on the <https://ppines.bonfirehub.com/> website.

If you have any problems downloading the solicitation, please contact the Bonfire Support at Support@GoBonfire.com.

If additional information help is needed with downloading the solicitation package please contact the Procurement Department at (954) 518-9020 or by email at purchasing@ppines.com. The Procurement Department hours are between 7:00 a.m. - 6:00 p.m. on Monday through Thursday and is located at 8300 South Palm Drive, Pembroke Pines, Florida 33025.

The City requires all questions relating to the solicitation be entered through the "Messages" section for the specific project on the <https://ppines.bonfirehub.com/> website. Under the "Messages" section, vendors will find the "Opportunity Q&A" tab in which they can ask their specific question(s). Responses to the questions will be provided online at https://ppines.bonfirehub.com. Such request must be received by the "Question Due Date" stated in the solicitation. The issuance of a response via Bonfire is considered an Addendum and shall be the only official method whereby such an interpretation or clarification will be made.

Proposals will be accepted until 2:00 p.m., Tuesday, January 23, 2024. Proposals must be **submitted electronically at <https://ppines.bonfirehub.com/>**. The sealed electronic proposals will be publicly opened at 2:30 p.m. by the City Clerk's Office, in the City Hall Administration Building, 4th Floor Conference Room located at 601 City Center Way, Pembroke Pines, Florida, 33025.

1.1.1 VIRTUAL BID OPENING

The bid opening for this project will be held in the **City Clerk's Office Conference Room** located on the 4th Floor in the Charles F. Dodge City Center/City Hall Administration Building at 601 City Center Way, Pembroke Pines, Florida, 33025 at **2:30 PM on the bid due date.**



City of Pembroke Pines

In light of public health concerns and to ensure accessibility for all, the City encourages interested parties, vendors, and the public to participate virtually via live streaming instead of attending the meeting in person. To virtually attend the bid opening, please use the Cisco Webex Meetings platform.

Virtual Meeting Details:

- WebEx Meeting Link: <https://ppines.webex.com/meet/purchasing>
- Cisco Webex Meeting Number: 717 019 586
- Join by Phone Number: +1-408-418-9388

The public may download the **Cisco Webex Meetings app** from <https://www.webex.com/downloads.html/>

To ensure an efficient meeting process, participants are requested to mute their audio and camera during the meeting. While the public is welcome to attend the virtual bid opening, **please note that active participation and commenting will not be allowed during the proceedings.**

For further information about the bid opening or assistance in accessing the virtual meeting, please contact:

Danny Benedit, Procurement Department
City of Pembroke Pines
8300 South Palm Drive,
Pembroke Pines, FL 33025
954-518-9022 or 954-518-9020
purchasing@ppines.com

1.2 PURPOSE

The purpose of this Request for Proposals (RFP) is to solicit proposals from vendors capable of operating, maintaining, and managing the City of Pembroke Pines Transportation Services for the City's Charter Schools, the Community Bus System and the Senior Transportation Program. The RFP invites qualified firms to submit documents demonstrating their ability to provide the services described in this document. In issuing this RFP, the City is seeking to ensure the overall efficiency and operation of the Transportation System by contracting with a Contractor having the resources to perform the required operation, maintenance, and management services.

The City's ultimate objective for operation of the Transportation System is to select a contractor who will provide a strong operations team, a strong technical support team, operate in compliance, improve maintenance, and provide efficiencies to the City and Charter School System.

The City is seeking a contract for a term of five years with two optional five-year renewal periods.



Proposers must submit proposals to provide services for **all** of the three following service areas; Charter School Transportation, Community Bus Services and the Senior Transportation Program.

1.3 BACKGROUND

The City of Pembroke Pines is located in southwest Broward County, Florida and is a full-service municipality that was incorporated in 1960, which serves a population of over 170,000 citizens. The City of Pembroke Pines is home to the largest municipal run Charter School System in the Nation, which provides pupil transportation services to their students. In addition, the City also has a Community Services Department which provides a Community Bus Program that provides transportation via fixed routes throughout the City along with a Senior Transportation Program. The City of Pembroke Pines is currently contracted with Transportation Authority to perform the Transportation Services for all three of these programs.

A) Charter School Transportation

During the early 1990's, the Broward County School District was the fifth largest district in the United States. The Mayor had a vision to find a solution to the severe overcrowding in the Pembroke Pines public schools. Working closely with the City Commission and the City Manager, their solution was to build the Pembroke Pines Charter School System.

The City currently has five (5) Charter School Campuses with an approximate population of 6,034 students at all of the campuses. The campus locations are:

1. East Campus – 10801 Pembroke Road, Pembroke Pines, FL 33025
2. West Campus – 1680 SW 184th Avenue, Pembroke Pines, FL 33029
3. Central Campus – 12350 Sheridan Street, Pembroke Pines, FL 33026
4. FSU Elementary Campus – 601 SW 172nd Avenue, Pembroke Pines, FL 33029
5. Academic Village Campus – 17189 Sheridan Street, Pembroke Pines, FL 33331

The Contractor will operate the City-owned fleet of 53 buses, five of which are wheelchair accessible, and provide transportation services to just under 2,500 students who live between 2.0 and 3.5 miles from the school. The size of the fleet and the number of students along with the proximity to the schools may change from time to time. The Contractor shall provide transportation services to students above the 3.5 miles with approval of the City.

The Charter School Transportation buses are normally in operation from 5:30 AM to 9:15 AM and from 1:00 PM to 5:15 PM, however due to various school sponsored activities, the hours of operation may fluctuate. The Contractor will provide general transportation of students to and from school, general school trips throughout the school day, after school trips for sports & extracurricular activities.



Due to the bus schedules at different campuses, the Charter School Transportation uses approximately 32 buses at a time to accommodate the schedules at the different sites. Please see **Attachment J "Charter School General Bus Schedule"** for more information regarding the Charter School Bus Routes.

Contractor shall utilize the City owned buses, at no cost to the Contractor, for uses approved by the City Administration and Charter Schools. The City may allow for the Contractor to utilize the City buses for private rentals to external entities, including summer camps, however all revenues from these activities will be collected by the City of Pembroke Pines and allocated to the City of Pembroke Pines Charter Schools. The Contractor will be responsible for coordinating services with these external entities.

B) Community Bus Services

In 1994, the City of Pembroke Pines entered into an interlocal agreement with Broward County Transit (BCT) to offer free community bus service to the community. The service seeks to increase the number of destinations within the city limits that can be reached through public transit. The Community Bus Service is designed to operate in conjunction with BCT routes. Community buses service residential areas freeing the larger BCT fixed-route buses to travel along major thoroughfares as part of a bus system network. While BCT routes serve mainly arterial corridors, community buses can penetrate into neighborhoods and create short-distance linkages between origins and destinations.

The City currently has an Interlocal Agreement (**Attachment E**) with Broward County for the Community Bus Service. The awarded contractor shall be required to comply with the Interlocal Agreement, as amended from time to time.

The Community Bus Program has designated stops along three fixed routes, the Green, Gold and Blue routes. As part of the City's ongoing commitment to serve the community, bus route modifications have been made to include other destinations within the city limits as well as enhance the service's on time performance. The modified bus routes are:

Effective Date	Route	Service Hours	Interval between successive buses
07/01/2016	Green	7:45 AM to 7:55 PM (Mon-Sat)	57 to 60 minutes
09/22/2016	Gold	7:00 AM to 7:21 PM (Mon-Sat)	45 minutes (East) / 65 minutes (West)
09/01/2017	Blue	8:00 AM to 3:25 PM (Tu, We, Fri)	70 minutes

The Community Bus Services Routes are attached to this RFP as **Attachment F**.

All service routes shall continue to maintain the county's required ridership threshold of 7.1 passengers per service hour and therefore guarantee the program's funding.



City of Pembroke Pines

The transportation hub for all of the Community Bus Routes is the Carl Shechter Southwest Focal Point Community Center (SWFP), which is located at 301 N.W. 103rd Avenue, Pembroke Pines, FL 33026.

The program utilizes approximately seven (7), Broward County owned, multi-passenger shuttle buses. All Community Bus Service buses are air-conditioned and wheelchair accessible, in compliance with the Americans with Disabilities Act (ADA). The Contractor shall utilize the Broward County owned buses at no cost, to provide these services for the term of the agreement.

The contractor **shall not** be allowed to utilize the Broward County owned buses for other services outside of the approved scope of work.

C) Senior Transportation Program

The City, through the Carl Shechter Southwest Focal Point Community Center (SWFP), is committed to providing services that enhance the quality of life for the public at large with special attention devoted to seniors residing in the local communities.

Since January 2002, the City has been a subcontractor to the Aging and Disability Resource Center of Broward County f/k/a the Areawide Council on Aging of Broward County, for providing transportation services as mandated by the 2002 Older Americans Act Title IIIB.

The City currently has an Agreement (**Attachment D**) with the Areawide Council on Aging of Broward County, Inc. The awarded contractor shall be required to comply with the Agreement, where applicable and as amended from time to time.

Free Senior Transportation service is provided to and from the SWFP to; medical/dental appointments, pharmacies, social agencies, legal agencies, post offices, banks, grocery stores, center sponsored field trips, as well as cultural and civic events. The Program provides shuttle services within the City limits and transportation for residents 60 years of age or older.

In addition, the Program provides the availability of transportation services to south Broward residents who are transportation disadvantaged and have physical, cognitive, emotional, visual or other disabilities that render them functionally unable to utilize the regular fixed-route service.

The Senior Transportation Program offers one-way and round-trip service within a designated area. The service area is generally bordered on the north by Griffin Road, on the east by Turnpike, on the south by Miramar Parkway, and on the west by U.S. 27. Strategically established routes ensure provision of subscription trips via a multi-load (shared ride) system to promote efficiency and consistency of service. Clients will



receive free door-to-door, driver-assisted service. Each one-way trip counts as a unit of service under the provisions of the Grant.

The Program provides transportation to Hollybrook Clubhouse, Douglas Gardens, Memorial Urgent Care Center, Memorial Hospital West, various grocery stores and restaurants, Lowes, Wal-Mart, Broward County Regional Library South Campus, Broward College, Pembroke Lakes Mall, HollyLakes, Century Village, etc.

Senior Transportation Program Statistical Summary	
Senior Transportation Program	Nutrition, Medical, Grocery, Banking, Personal, Field Trips
Avg. Yearly Ridership (1-Way Passenger Trips)	21,690 for the period of 07/01/2022-06/30/2023
Reporting Requirements	LSP Units Report (Total number of 1-way Passenger Trips Reported Monthly)
Contractual Service Area	Miramar Parkway South, Turnpike East, Griffin North, US 27 West

Contractor shall utilize the City owned buses, at no cost to the Contractor.

In addition, the Contractor may provide services for trips requested by City Departments for activities such as Transportation request for Town Hall meetings, Special Events, Recreation Department's Summer Camps, etc., provided such use is approved by City Administration ahead of time. The costs for these services will be allocated to the Department which receives the services, and the corresponding revenue will be allocated to the City of Pembroke Pines Community Services Department.

The Contractor will only be allowed to use the City owned buses for uses approved by the City. The City **may** allow the Contractor to utilize the City buses for private rentals to external entities, provided such use is approved by City Administration ahead of time. All revenues from these activities will be collected by the City of Pembroke Pines and allocated to the City of Pembroke Pines Community Services Department. The Contractor will be responsible for coordinating services with these external entities.

1.4 CONTRACT REQUIREMENTS

The service contract resulting from this RFP will require the contractor to be solely responsible for providing sufficient personnel, training, and labor necessary to provide a high quality service which shall include, but not be limited to, all transportation, scheduling, dispatching, vehicle servicing, vehicle maintenance, reporting, and monitoring of the Charter School Transportation, Community Bus Service, and Senior Transportation Programs.

1.4.1 COMPENSATION

*City of Pembroke Pines*

The City shall reimburse the Contractor for the "Cost of Work." The term "Cost of the Work" shall mean cost necessarily incurred by Contractor in the performance of their duties. The following list generally defines, but does not limit, the costs to be reimbursed under the awarded contract:

1. Wages of workers directly employed by Contractor to perform the work.
2. Wages or salaries of Contractor's supervisory and administrative personnel providing for the operation and management for the City's transportation services.
3. Costs paid by Contractor for taxes, insurance, contributions for benefits or other taxes required by law. The City shall pre-approve employee benefit plans.
4. Payment made by Contractor to Vendors in accordance with the requirements of the services provided.
5. Costs, including transportation and storage, of materials and equipment incorporated or to be incorporated in the work.
6. Insurance and bond premiums that can be directly attributed to this contract.
7. Sales, use or similar taxes imposed by a governmental authority that are related to the work.
8. Fees and assessments for permits, licenses and inspections for which Contractor is required to pay.
9. Information and technology costs related to the work and support of the same.
10. Legal, mediation and arbitration costs, including attorney's fees other than those arising from disputes between the City and Contractor reasonably incurred by Contractor in the performance of the work and with the City Administration's prior written approval; which approval shall not be unreasonably withheld; provided that no such costs may be included to the extent they are incurred as a result of the acts or omissions of Contractor.
11. Other costs incurred in the performance of the work if and to the extent approved in advance in writing by the City Administration.
12. Costs due to emergencies incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property.
13. Costs of repairing or correcting damaged or nonconforming work executed by Contractor's suppliers, provided that such damaged or nonconforming work was not caused by negligence or failure to fulfill a specific responsibility and only to the extent that the cost of repair or correction is not recoverable by Contractor from insurance sureties, or suppliers.
14. Miscellaneous expenses such as supplies, uniforms, costs of drug screening, drug tests, fingerprinting, background searches and trainings.
15. All other costs approved by the City Administration.

1.4.1(A) Minimum Wage

On November 3, 2020, Florida voters approved Florida Amendment 2, which amended Florida's constitution to gradually increase the state's minimum wage from \$8.56 an hour to \$15 an hour by the year 2026, according to the following schedule:



Effective Date	Minimum Wage	Increase \$	Increase %
Jan. 01, 2021	\$ 8.65	\$0.09	1.05%
Sep. 30, 2021	\$10.00	\$1.35	15.61%
Sep. 30, 2022	\$11.00	\$1.00	10.00%
Sep. 30, 2023	\$12.00	\$1.00	9.09%
Sep. 30, 2024	\$13.00	\$1.00	8.33%
Sep. 30, 2025	\$14.00	\$1.00	7.69%
Sep. 30, 2026	\$15.00	\$1.00	7.14%

As a result, the City recommends for the proposed contractors to propose hourly wages for the proposed positions under this contract to be at least \$15 per hour.

1.4.2 OFFICE SPACE AND EQUIPMENT TO BE FURNISHED BY THE CITY

The City shall furnish the following items to Contractor or Contractor's employees assigned to do the work, during the term of the contract:

1. School Buses and Shuttle Buses.
2. Fuel for the vehicles.
3. Office Space, Vehicle Maintenance Area and Bus Parking spaces located at 901 Poinciana Drive, Pembroke Pines, FL 33025 for the Contractor's on-site management.
4. One office at the Carl Shechter South West Focal Point Senior Center for the Contractor's Full-Time bi-lingual Scheduler that shall be responsible for communicating and scheduling trips with the riders.
5. Office furniture for Contractor's on-site management.
6. Telephone, utilities, communication services for on-site management facilities.

1.4.3 STAFFING

- A. **Qualified Employees:** Contractor shall take all necessary actions to assure that its employees performing services pursuant to this Agreement are qualified and appropriate individuals to perform such service, and that all bus drivers are fully qualified and licensed to operate buses in the State of Florida.
- B. **Physicals & Drug Tests:** Contractor shall conduct physicals and drug tests on its employees performing services under this Agreement upon employment and thereafter on a random basis, and shall comply with the guidelines of the Florida Department of Transportation for post-accident requirements (Drug and Breath Alcohol).
- C. **Driver's Experience & Licenses:** All employees operating a bus must have previous driving experience, possess a valid Commercial Drivers License, have completed at least forty (40) hours pre-employment classroom training; have completed at least twenty (20) hours pre-employment road testing.



CONTRACTOR shall assure that all its drivers, performing services for the City, shall complete at least eight (8) hours in-service road, reflex, and written testing on an annual basis. In addition, all drivers of the Shuttle Buses must be a registered Chauffer with Broward County.

- D. **Driving & Background Check:** Contractor shall obtain level two background checks for all vehicle operators from the State of Florida Department of Law Enforcement or other sources approved by the City. Contractor shall not employ a vehicle operator to perform service that does not meet the requirements of Florida law. Criminal background checks shall be conducted by Contractor at its own expense upon the employment of an individual to perform the services.
- E. **Jessica Lunsford Act:** Contractor must comply with the Jessica Lunsford Act. The law requires specific standards and procedures related to the background screening of individuals who provide contracted non-instructional services to Florida schools.
- F. **Uniforms and IDs:** All drivers shall wear a uniform shirt and carry an identification badge.
- G. **Omnibus Transportation Testing Act Compliance:** Throughout the term of the Agreement, Contractor shall be in compliance with and adhere to the Omnibus Transportation Testing Act of 1991, 49 CFR Part 40 (Procedures for Transportation Workplace Drug and Alcohol Testing Programs), 49 CFR Part 382 (Controlled Substances and Alcohol Use and Testing) and 49 CFR Part 391 (Driver Qualifications), all as may be amended from time to time.
- H. **Full-Time Bi-lingual Scheduler for the Senior Transportation Program:** The City shall provide one office, free of charge, at the Carl Shechter South West Focal Point Senior Center for the Contractor's Full-Time bi-lingual Scheduler that shall be responsible for communicating and scheduling trips with the riders. The bi-lingual scheduler will need to be able to speak English and Spanish and must be staffed from 7:00 am to 5:00 pm on Monday through Friday.

1.4.4 SAFETY

- A. **Safety Meetings & Training:** Contractor acknowledges that safety is of paramount importance in the performance of this Agreement, and hereby agrees to, on a regular basis, hold monthly safety meetings throughout the school year for school bus drivers, assure that all drivers complete in-service safety training on an annual basis, to include defensive driving, and to conduct safety checks on buses via a Pre-Trip report prior to a bus being placed in service.



- B. School Bus Inspections:** Contractor shall have all school buses inspected every twenty-five (25) attended school days by Broward County, as part of the ongoing inspection program requirement for all school bus contractors in Broward County. Each vehicle shall also be inspected daily by the assigned driver and document with a pre-trip report.
- C. Florida Administrative Code & School Bus Safety Inspection Manual:** Contractor agrees to comply with all applicable rules, regulations and statutes governing the operation of school buses, including but not limited to Chapter 6A-3, "Transportation" of the Florida Administrative Code, Section 1006.22, Florida Statutes, and the State of Florida School Bus Safety Inspection Manual, all as may be amended from time to time.

1.4.5 TRANSPORTATION ROUTES & SERVICES

1.4.5(A) Charter School Transportation

- A. Before & After School Routes:** Routes will change from year to year for the Charter School Transportation Service based on given school year's eligible students. Contractor is responsible for creating most efficient route to complete services in most responsible and timely manner. Routes must be turned in to City/School Administration, and approved, prior to the start of the school year.
- B. Changes in Routes:** Any changes to set routes must first be approved by the City. Notification must be sent to affected parties/schools if/when the new route has been approved.
- C. Bus Stops:**
1. Curb-to-curb services from designated pick-up to drop-off points and return must be provided to students.
 2. Students shall be loaded and unloaded at the pre-approved bus stop locations.
 3. Pick-up and delivery time schedule shall not vary more than 15 minutes.
 4. No student shall be delivered to school in excess of thirty (30) minutes prior to the beginning of each school day, or picked up from school in excess of thirty (30) minutes following the close of each school day.
- D. Time Length of Routes:** Routes shall be created to make sure that students are on the bus for no longer than 45 minutes.



E. **Other School Related Trips:** The contractor shall also be responsible for school trips made during and after school to various facilities, at no additional cost to the City. Trips include, but are not limited to:

1. School Trips to the Susan B. Katz Theater of the Performing Arts at the River of Grass Arts Park, YMCA, C.B. Smith Park, Pools, etc.
2. School Sports Trips
3. After School Trips
4. School Trips for Extracurricular Activities
5. Other School Sponsored Functions

F. **Non-School Related Trips:** The Contractor may utilize school buses to provide services for trips requested by City Departments and other entities, provided such use is approved by City Administration ahead of time. The costs for these services will be allocated to the Department which receives the services or the external entities that receive the service, and the corresponding revenue will be allocated to the City of Pembroke Pines Charter Schools. Examples of these trips include but are not limited to:

1. Recreation Department's Summer Camp Field Trips
2. Department's utilizing bus transportation for Pre-Bid Meetings.
3. Transportation for communities to Town Hall meetings.
4. Transportation for Special Events.
5. Summer Camps for external entities.
6. Any other trip as approved by the City's Administration.

Note – The City and current contractor support the use of School Buses for Summer activities to keep the school bus drivers working throughout the School's Summer break and also provide the Charter Schools with additional revenues.

1.4.5(B) Community Bus Services

A. **Routes:** The Community Bus Service Routes include the Gold, Green and Blue routes that are included in this document as **Attachment F**, and may be adjusted from time to time. Should there be a service disruption; Contractor shall have 45 minutes to restore normal service levels. Below is a summary of the various fixed routes, which may be amended by the City from time to time.

B. **Green Route:**

1. **Operates:** Monday through Saturday from 7:45am-7:55pm
2. **Travel Time:** 57 minutes and 60 minute intervals between successive bus arrivals.
3. **Service starts:** Heritage Lakes and extends east to Westfork Plaza.

**C. Gold Route:**

1. **Operates:** Monday through Saturday from 7:00am-7:21pm
2. **Travel Time:** 45 minute intervals between successive bus arrivals on the eastbound service and 65 minutes on the westbound service.
3. **Service starts:** The westbound route starts at Century Village and extends west to Walmart at SW 184 Avenue, while the eastbound route goes to the Southwest Focal Point Community Center (SWFP).

D. Blue West Route:

1. **Operates:** Tuesday, Wednesday and Friday from 8:00am-3:15pm
2. **Travel Time:** 70 minute intervals between successive bus arrivals.
3. **Service starts:** Southwest Focal Point Community Center (SWFP) and extends west to Century Village.

E. Blue East Route:

1. **Operates:** Tuesday, Wednesday and Friday from 9:00am-3:25pm
2. **Travel Time:** 70 minute intervals between successive bus arrivals.
3. **Service starts:** Pines Place and extends west to City Hall.

F. Changes in Routes:

1. Contractor acknowledges and agrees that it shall not deviate or make changes to the Routes established in **Attachment F** without the prior written consent of the City Administration.
2. In the event that service changes are necessitated by road closures or road construction/repair, interruptions due to hurricane or other natural disaster, the City may authorize service reductions on a temporary basis, without a prior public hearing, for a period not to exceed six (6) months. Contractor 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 to inquire further about the change or through which individual patrons may seek alternative format information.

G. Bus Stops:

1. Contractor must adhere to designated stops along the fixed routes - green, gold, and blue.
2. 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 Bus Services.



H. **Holiday Schedule:** The Community Bus Services routes do not operate on Sundays, during hurricane warnings, and on the following observed holidays:

1. New Year's Day
2. Martin Luther King Jr. Day
3. Presidents' Day
4. Memorial Day
5. Independence Day
6. Labor Day
7. Veterans' Day
8. Thanksgiving Day
9. Christmas Day

1.4.5(C) Senior Transportation Program

- A. **Routes:** The Senior Transportation program routes operate from Monday through Friday from 7:30 am to 4:30 pm. There are approximately 89 trips per day using approximately 8 vehicles on a daily basis. The Senior Transportation Program routes are created daily based on a given days demands (Citizen Reservations). Citizens are required to make a transportation reservation at least 48 hours in advance. Contractor is then responsible for creating most the efficient route to complete services in most responsible and timely manner.
- B. **Bus Stops:** Stops will depend on a given days schedule. Some of these stops include, but are not limited to: Hollybrook Clubhouse, Douglas Gardens, Memorial Urgent Care Center, Memorial Hospital West, various grocery stores and restaurants, Lowes, Wal-Mart, Broward County Regional Library South Campus, Broward College, Pembroke Lakes Mall, HollyLakes, and Century Village.
- C. **Non-Covered Trips:** The Contractor may utilize shuttle buses to provide services for trips requested by City Departments, provided such use is approved by City Administration ahead of time. The costs for these services will be allocated to the Department which receives the services or the external entity in which services are provided to, and the corresponding revenue will be allocated to the City of Pembroke Pines Community Services Department. Some examples of these trips are:
1. Recreation Department's Summer Camp Field Trips
 2. Department's utilizing bus transportation for Pre-Bid Meetings.
 3. Special Event Transportation
 4. Recreation & Cultural Arts Department's Trips to Studio 18
 5. Community Services Recreation Division's trips to various locations including Hard Rock Casino, Museum of Art, Butterfly World, etc.



6. City Tour for the Student Ambassador Program
7. Any other trip as approved by the City's Administration.

1.4.6 REPORTING AND RECORDKEEPING REQUIREMENTS

1.4.6(A) General

- A. **Contractor's Funding Responsibility:** Contractor will be responsible for any lost state or county funds resulting from the program not being in compliance due to the contractor or contractor's employees not properly following any applicable requirements.
- B. **Reporting and Recordkeeping:** The City receives funding from the State and County for Transportation Services. In order to comply with the requirements needed to receive this funding, the Contractor will be responsible for reporting and record keeping.
- C. **Transmission of Reports:** All reports shall be transmitted to the City, or the City shall be copied on any reports that are transmitted to any other entities related to funding, as determined by the City.

1.4.6(B) Charter School Transportation

- A. **Florida Education Finance Program:** Contractor must accurately prepare all documents required and associated with student transportation and submit them to each school, and/or the appropriate entity including but not limited to the Broward County of the State of Florida, in a timely manner for processing in order to comply with the Florida Education Finance Program (FEFP). Additional data, as requested by the City, shall be compiled by the Contractor and submitted to the City, upon the City's request.
- B. **Student Transportation Survey Information:** The contractor shall be responsible for generating ridership reports and providing them to the sponsoring school district for the Charter schools with students who are eligible and reported for Florida Education Finance Program transportation funding. The survey periods and reporting deadlines shall be established by the Florida Department of Education (FLDOE). The sponsoring school district will include these students in the survey data submitted to the FLDOE. The Contractor shall contact the transportation director in the applicable sponsoring school district prior to the survey regarding the district's reporting process and procedures and ensure compliance with the districts process and procedures.

1.4.6(C) Community Bus Services



- A. **Reports:** Contractor shall maintain complete and accurate records of all Community Bus Services provided. Contractor shall supply reports in compliance with the schedule and requirements set forth by any applicable agencies, including Broward County.

1.4.6(D) Senior Transportation Program

- A. **Client Information and Registration Tracking System (CIRTS):** Contractor must maintain records of confirmed daily riders. The clients are entered monthly into the States Database, Client Information and Registration Tracking System (CIRTS), and then a Monthly Units report is generated.
- B. **Unit Cost Methodology Report:** This semi-annual report compiles all expenses related to the Senior Transportation Program, and is due in in June and December.

1.4.7 OTHER GENERAL REQUIREMENTS

1.4.7(A) General

- A. **Live Telephone Answering Services:** The Contractor must have a live telephone answering service in place to receive phone calls.
- B. **Text Telephone (TTY) Number:** The Contractor shall at all times have and maintain a proper working Text Telephone (TTY) number. This allows people who are deaf, hard of hearing, or speech-impaired use the telephone to communicate, by allowing them to type messages back and forth to one another instead of talking and listening.
- C. **Communication with Drivers:** All vehicles used by the Contractor must be equipped with an electronic communication device capable of maintaining contact with the central dispatcher while in route.
- D. **Accidents:** All accidents shall be reported immediately to the Police Department and the City of Pembroke Pines designated Project Manager.
- E. **Laws, Rules, Regulations and Guidelines:** Contractor shall comply with any applicable laws, rules, regulations and guidelines set forth by any federal, state, and local agencies including, but not limited to, the Florida Department of Highway Safety and Motor Vehicles, Florida Department of Transportation, Broward County (Including the School Board, Transit Division, Areawide Council on Aging of Broward County, Inc.).
- F. **Non-Discrimination on the Basis of Disability:** Contractor while providing Services shall comply with all applicable laws and regulations relating to



nondiscrimination on the basis of disability, including, but not limited to the following:

1. 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.
2. 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.
3. 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.

To the extent that any terms in this RFP are inconsistent with the ADA, the requirements of the ADA shall control.

- G. **Vehicle Compliance:** Contractor shall be solely responsible for the operation of each vehicle in accordance with all federal, state, and local regulations; including but not limited to the discharge of pollutants while operating, cleaning, fueling and maintaining the vehicle(s). Contractor shall utilize every practicable safeguard so as to minimize the discharge of pollutants. Contractor shall be responsible for and pay any fines, penalties, or damages for any fuel or oil spillage or other contaminates resulting from the services provided.
- H. **Tipping Signs:** No vehicle shall have within it, or on its exterior, any sign which encourages, advertises for, or otherwise solicits driver tips.
- I. **Vehicle Number:** All vehicle(s) shall contain its assigned bus number in a minimum of four (4) inch numbers in the following locations:
1. Above or beside the passenger entrance door(s).
 2. On the exterior rear of the vehicle.
 3. On the exterior front of the vehicle.
 4. On the interior of the vehicle above the front windshield.
- J. **Vision:** Vision shall be unobstructed on all four (4) sides of the vehicle(s).



- K. **GPS & Ridership Tracking Equipment:** The vehicles do not currently have a GPS system, however the City may install a GPS system on each vehicle along with the ability for parents to track school buses via their phones, and the public to track shuttle buses via their phones. In addition, the system may be coupled with a system that can track the riders as they enter and leave the buses.
- L. **Advertisements:** Contractor shall not place advertisements of any kind or nature on any vehicle(s) without the prior written approval of the City. In the event that advertisements are allowed, all advertising shall conform to the Broward County Transit Division Advertising Guidelines and Regulations, as currently enacted or as may be amended from time to time. Advertising, if allowed by the City on any vehicle, shall not obstruct the driver's view and shall not obstruct the vehicle's top lights or other lights.

1.4.7(B) Community Bus Services

- A. **Minimum Required Passengers:** The City must maintain a minimum average of 7.1 passengers per Revenue Service Hour per Route during any rolling twelve (12) month period. A Revenue Service Hour is the time when a vehicle(s) is available to the general public, and there is an expectation of carrying Community Bus passengers. Revenue Service includes layover/recovery time but excludes deadhead and maintenance testing. Contractor shall monitor trends relating to any reductions in passengers per Revenue Service Hour and shall promptly notify the City of possible conditions or remedies which are needed to address the reductions in passengers.
- B. **Emergency Transportation Service:** In addition to the scheduled Community Bus Service as set forth in the RFP, Contractor, upon direction of the City, 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 the City. Fares shall not be collected from passengers during Emergency Transportation Service.
- C. **Emergency Response Plan:** Contractor 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, 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 the City thirty (30) days from the effective date of this Agreement.

- D. **Suspension of Operations:** Contractor may suspend all or a portion of Community Bus Service when said performance is made impossible, upon prior approval of the City. Depending on the nature of the event, Contractor shall request verbal or written approval from the City prior to suspending operations, if verbal approval is given based upon the circumstances, the verbal approval shall be memorialized in writing when circumstances permit.

1.4.8 MAINTENANCE & INSPECTION

1.4.8(A) General

- A. **Minimum Maintenance Standards:** Contractor shall maintain all vehicles used for service, at a minimum, in accordance with the manufacturer's and state/local vehicle maintenance standards. Contractor shall maintain the vehicle(s) and all its appliances and appurtenances, in a good state of repair and in efficient operating condition. Contractor shall be fully responsible for all maintenance and repair of vehicles, including, but not limited to, regularly scheduled routine maintenance, required inspections, and repairs.
- B. **Maintenance Process for Charter School Bus Operation:** Contractor shall provide their own mechanics to maintain the Charter School Buses at the City's Maintenance Facility located next to the Transportation Office at 901 Poinciana Drive, Pembroke Pines, FL 33025.
- C. **Maintenance Process for Shuttle Bus Operations:** The buses are currently maintained through the City's Fleet Maintenance Contract with Vera-Williamson Investments, Inc. dba Vera Cadillac Buick GMC or other vendors on an as-needed basis. The awarded vendor shall coordinate with the City on the best methods on maintaining the Shuttle Buses.
- D. **Maintenance & Inspection Records:** Contractor shall keep records of vehicle maintenance and inspections to document proper and efficient operation of the program. These records shall be made available to City as needed.
- E. **Daily Safety Inspections:** Contractor shall ensure that daily safety inspections are performed on each vehicle and piece of equipment utilized in the performance of Agreement prior to use thereof.



- F. **Preventative Maintenance Schedule:** Contractor shall develop a preventive maintenance schedule, which shall be approved by the City prior to initiating service.
- G. **Quarterly Inspections for Senior Transportation Program:** The Contractor is required to take the vehicles to Broward County for inspection every quarter. It is the responsibility of the Contractor to conduct a pre-inspection to ensure that the vehicle meets the County's inspection requirements.

1.5 PROPOSAL REQUIREMENTS

The <https://ppines.bonfirehub.com> website allows for vendors to complete, scan and upload their documents as part of the proposer's submittal on the website.

Prospective proposers interested in responding to this solicitation are requested to provide all of the information listed in this section. Submittals that do not respond completely to all of requirements specified herein may be considered non-responsive and eliminated from the process. Brevity and clarity are encouraged.

The Bonfire system utilizes "Questionnaires" to request the following information from prospective proposers.

1.5.1 Project Cost: Pricing Sheet / Bid Tables (15 points)

1. The vendor must download the City's Pricing Sheet (**Attachment K: Pricing Submission Sheet - Labor Rates**) and provide their pricing by updating the yellow highlighted cells and uploading the document in excel format under the Pricing Sheet / Bid Tables section on the Bonfire website.

1.5.2 Questionnaires

Tab 1 - Experience and Ability (25 points):

The relative experience and qualification of each applicant's proposed team, with respect to the project scope, will be judged and a relative rating assigned. This parameter expresses the general and specific project-related capability of the team and indicates the adequate depth and abilities of the organization which it can draw upon as needed. This will include management, technical, and support staff.

1. Explain your firm's interest in working on this project, a positive commitment to perform the required work and a description of the firm.
2. Describe the size of your firm.
3. Describe your firm's financial history, strength and stability.
4. Describe your firm's range of activities.



5. Describe the specialized experience and technical competence of the firm with respect to working on:
 - a. School Transportation Services
 - b. Community Bus Services
 - c. Senior Transportation Services
6. How has your firm demonstrated adaptability to diverse service models, especially considering the unique requirements of educational transportation, senior shuttles, and community services?
7. Do you have a minimum of five (5) years of experience with similar School and Shuttle Bus Transportation Services? Please provide proof of such experience.
8. The firm or person's must provide information on their proximity to and familiarity with the area in which the project is located.
9. Explain the availability and access to the firm's top level management personnel.
10. Please describe the past record of performance of the firm or person with respect to accessibility to clients, ability to meet schedules, communication and coordination skills.
11. List ongoing contracts/projects with their current status and projected termination dates.
12. How does your company plan to cover expenses while waiting for reimbursement from the City for approved expenses?
13. Provide a summary of your financial stability and capacity to manage the cash flow associated with the operation of transportation service.
14. What is your reputation compared to your peers in the market?
15. What is your reputation like among customers and how have you developed it?
16. How does your service differ from similar competitors'? How do you win and retain business?

Tab 2 - Previous Experience / References Form (12.5 points):

Provide specific examples of similar contracts for Transportation Services for School systems, Shuttle Bus for Seniors, and Community Service Bus transportation. Provide details on related projects (preferably where the team was the same). References should be from the last five years and should be capable of explaining and confirming your firm's capacity to successfully complete the scope of work outlined herein. As part of the proposal evaluation process, the City may conduct an investigation of references, including a record check or consumer affairs complaints. Proposers' submission of a proposal constitutes acknowledgment of the process and consent to investigate. The City is the sole judge in determining Proposers qualifications.

In regards to the References Form portion, you will have the ability to enter information for 5 different references including the Reference Contact Information and the specific Project Information.



In addition, **do not provide City of Pembroke Pines projects as any of your references and do not utilize any current City of Pembroke Pines employees as reference contacts.**

1. Previous Experience:

- a. How many clients have you provided Services for?
- b. What similar or related projects have you worked on within the past five years?
- c. What challenges did you face and how did you overcome them?
- d. How many of your clients are repeat clients?
- e. How long have you maintained relationships with your clients, and can you share insights into the nature of the collaboration over time?
- f. How much of your revenue is derived from managing projects similar to ours?
- g. Can you share instances where issues or challenges arose during previous projects, and how your firm addressed and resolved these issues to ensure a successful outcome?
- h. Highlight key success stories and achievements from your firm's experience in managing transportation services, showcasing positive outcomes and satisfied clients.
- i. How would your clients assess your firm's transparency in financial matters, such as billing processes, adherence to budgets, and overall fiscal responsibility?

2. References Form: Please provide references for your Services.

a. References Contact Information

- i. Name of Firm, City, County or Agency
- ii. Address
- iii. Contact Name
- iv. Contact Title
- v. Contact E-mail Address
- vi. Contact Telephone #

b. Project Information

- i. Name of Contractor Performing the work
- ii. Name and location of the project
- iii. Nature of the firm's responsibility on the project
- iv. Project duration
- v. Completion (Anticipated) Date
- vi. Size of project
- vii. Cost of project
- viii. Work for which staff was responsible

Tab 3 – Staffing and Training (20 points):



Address the critical role of qualified personnel and robust training programs.

1. Key Personnel Qualifications:

- a. Identify the contact person and supervisory personnel who will work on the projects.
- b. Provide summaries of key persons to be assigned to the project with emphasis on their qualifications and experience with similar work. Summaries should list qualifications, including education, experience, honors and awards received, and professional associations of which the firm and/or its personnel are members.

2. Driver Qualifications:

- a. What criteria do you use for hiring and retaining drivers? Include details on driver qualifications, experience, and any ongoing training programs.

3. Management Structure:

- a. Outline the management structure for overseeing transportation services. Specify roles and responsibilities at various levels within your organization.

4. Staffing:

- a. Describe Proposer's ability to satisfy all of the personnel qualifications. If Proposer cannot currently meet the requirements, explain how Proposer will attain the required key personnel. Key personnel includes all partners, project manager, and other key professional staff, such as a dispatcher, drivers, etc. that will perform work and/or services in this project.
- b. Include Proposer's assurance that the key personnel described in its proposal shall be available to perform the services described, and that the Proposer has sufficient reserve personnel to adequately perform the services described in the event of illness, accident, or other unforeseeable events of a similar nature. Describe Proposer's approach to ensure the availability of personnel at all times, including Proposer's contingency plan, if any.

5. Staffing Flexibility:

- a. How does your firm manage staffing levels to accommodate fluctuations in demand or unexpected circumstances, ensuring a responsive and reliable service?

6. Continuing Education Programs:

- a. Describe any continuing education or professional development programs in place for staff, with a focus on keeping them updated on industry best practices and evolving transportation technologies.

7. Customer Service Training:

- a. How do you train staff, especially drivers, in customer service skills to ensure a positive and respectful interaction with passengers and the community, while avoiding misconduct?

8. State Certified Classroom Instruction & Behind-the-Wheel Trainers:

- a. Please identify any existing staff that would be assigned to this contract that are State Certified Classroom Instruction and Behind-the-Wheel Trainers.



- b. If you don't currently have staff that are State Certified Classroom Instruction and Behind-the-Wheel Trainers, please identify the method in which you plan on utilizing to provide the necessary training to drivers.
- 9. Safety Training Programs:**
- a. Provide details on safety training programs for both drivers and support staff, emphasizing protocols for emergency situations and preventive measures. Note – Please upload a copy of the proposer's current training manual describing **(See section 1.5.4 for additional information)** describing Proposer's training on new and revised procedures. The information shall include but not limited to the following elements:
- i. Training program: number of hours and training curriculum
 - ii. Training of newly hired drivers
 - iii. Continuing education/training
 - iv. In-service training/on the job training
 - v. Training resources
 - vi. Training instructors
- 10. Employee Satisfaction Measures:**
- a. Share strategies for measuring and enhancing employee satisfaction within your organization, emphasizing its impact on service quality.
- 11. Recruitment Policy:**
- a. State Proposer's recruitment policy, procedures, methods and resources utilized for recruiting personnel, including conducting background investigations, verification of applicant's employment history, criminal and civil background checks, etc.
- b. Describe the proposer's ability to recruit personnel.
- 12. Turnover Rate and Retention Procedures:**
- a. Describe the Proposer's turnover rate and retention procedures implemented by the Proposer.
- 13. Employee Benefit Plan:**
- a. Describe the proposer's employee benefit plan, including what health benefits, insurance, retirement plans, paid time off, etc. that the proposer provides to their employees covered under this contract. Note – Please upload a copy of the plan **(See section 1.5.4 for additional information)**.

Tab 4 - Firm's Understanding and Approach to the Work (25 points):

The understanding that the applicant and consultants demonstrate as to the requirements and needs of the project, including an evaluation of the thoroughness demonstrated in analyzing and investigating the scope of the project.

- 1. Statement of Understanding:**
- a. Provide a narrative statement demonstrating an understanding of the overall intent of this solicitation, as well as the methods used to complete assigned tasks.
 - b. Please clearly describe all aspects of the project proposed.



- c. Include details of your approach and work plans.
- 2. Quality Assurance Plan:**
 - a. Describe Proposer's process and role of Proposer's key staff in developing, implementing and maintaining the Proposer's Quality Assurance Plan. Outline Proposer's plan to remediate performance deficiencies.
 - b. How do you ensure the quality and safety of your services?
 - c. What criteria do you use to measure your quality?
 - d. How often do you find mistakes or errors in your work and what is done to correct these errors, and what is the average correction time?
- 3. Service Customization:**
 - a. How will your firm customize transportation services to meet the specific needs of the City's Charter School system, Shuttle Bus for Seniors, and Community Service Bus? Provide a detailed plan for each.
- 4. Routing and Scheduling Optimization:**
 - a. Explain how your firm plans to optimize routing and scheduling to ensure timely and efficient transportation services. Highlight any algorithms or tools used for this purpose.
- 5. Data Analytics for Performance Monitoring:**
 - a. How do you utilize data analytics to monitor the performance of transportation services? Provide examples of key performance indicators (KPIs) and how they contribute to continuous improvement.
- 6. Maintenance Management System:**
 - a. Detail the maintenance management system that you plan to utilize for the Charter School Bus Program ensuring reliability and minimizing downtime. Include preventive maintenance measures and scheduling.
 - b. Detail the maintenance management system that you plan to utilize for both the Shuttle Bus Programs ensuring reliability and minimizing downtime. Include preventive maintenance measures and scheduling.
 - c. What feedback have you received from clients regarding the overall quality of maintenance services provided, including factors like safety, efficiency, and customer satisfaction?
- 7. Fuel Efficiency Measures:**
 - a. Explain measures that would be taken to enhance fuel efficiency to minimize fuel consumption and reduce environmental impact.
- 8. Emergency Response Protocols:**
 - a. Outline the emergency response protocols your firm has in place for various scenarios, ensuring the safety and well-being of passengers and community members.
 - b. Describe your experience in planning for reunification services with clients and/or providing reunification services in the event of a disaster or emergency. If applicable, provide examples of successful reunification efforts in previous transportation management projects.
 - c. Outline your plan for conducting evacuation drills.



- d. Address the frequency in which evacuation drills will be performed. (For example, address if evacuation drills will be performed at least twice per year, per bus.)
 - e. Describe how you ensure the participation and preparedness of both drivers and passengers during evacuation drills.
- 9. Incident Reporting and Analysis:**
- a. How do you handle incident reporting and analysis? Provide information on how your firm investigates and learns from safety incidents to continuously improve services.
- 10. Accessibility for Vulnerable Populations:**
- a. Describe measures taken to ensure the safety and accessibility of transportation services for vulnerable populations, such as seniors or individuals with disabilities.
- 11. Safety Standards:**
- a. Detail the safety standards and protocols implemented to ensure the well-being of passengers, drivers, and the community. Include any certifications or safety initiatives your firm follows.
 - b. How often do the vehicles and/or drivers get into accidents, and what is done to address these issues?
- 12. Regular Safety Audits:**
- a. How often does your firm conduct safety audits, and what are the key components of these audits to ensure ongoing compliance with safety standards?
 - b. How do you assess and analyze loading and unloading zones for safety and efficiency?
 - c. Provide examples of how you have optimized loading and unloading zones in previous transportation management projects.
- 13. Adaptability to Changing Demands:**
- a. How does your management plan accommodate fluctuations in service demand or unexpected changes, ensuring flexibility and responsiveness to the City's needs?
- 14. Regulatory Compliance:**
- a. How does your firm ensure compliance with local, state, and federal regulations in transportation services? Share experiences in navigating regulatory requirements.
- 15. Contractual Compliance:**
- a. How does your firm ensure compliance with contractual obligations, and what measures are in place to address any potential breaches or discrepancies?
- 16. Ethical Business Practices:**
- a. How does your firm promote and enforce ethical business practices within the organization, ensuring transparency, integrity, and responsible conduct?
- 17. Readiness and Timeline:**
- a. Describe Proposer's ability and readiness to begin providing services as requested herein, assuming a start date of **June 1st, 2024**.



- b. Identify if the proposer anticipates a need to hire additional staff, implement new training schedule, etc., to provide services under this contract. Proposer should include a time-line to get this accomplished.

18. Concerns:

- a. Identify any issues or concerns of significance that may be appropriate.

19. Proposal Effectiveness:

- a. A brief statement must be included which explains why your proposal would be the most effective and beneficial to the City of Pembroke Pines.

1.5.3 Other Completed Questionnaires

1. **Contact Information Form**
2. **Proposer's Background Information**
3. **Vendor Registration Checklist**

1.5.4 Other Completed Documents

1. **Attachment A: Non-Collusive Affidavit**
2. **Employee Benefit Plan**
 - a. Provide a copy of your employee benefit plan, including what health benefits, insurance, retirement plans, paid time off, etc. that the proposer provides to their employees covered under this contract.
3. **Current Training Program Manual**
 - a. Provide a copy of the proposer's current training manual describing Proposer's process for providing and conducting training on new and revised procedures. Note – The information shall include, but shall not be limited to the following elements:
 - i. Training program: number of hours and training curriculum
 - ii. Training of newly hired drivers
 - iii. Continuing education/training
 - iv. In-service training/on the job training
 - v. Training resources
 - vi. Training instructors

1.5.5 Optional Documentation

1. **Trade Secrets:**
 - a. The Proposer's response to this solicitation is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of



Florida Public Records Law, Florida Statutes Chapter 119.07 (“Public Records Law”). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this solicitation and the Contract to be executed for this solicitation, subject to the provisions of Chapter 119.07 of the Florida Statutes.

- b. Any language contained in the Proposer’s response to the solicitation purporting to require confidentiality of any portion of the Proposer’s response to the solicitation, except to the extent that certain information is in the City’s opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 (“Public Records Laws”), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer’s response to the solicitation constitutes a Trade Secret.
- c. EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE SOLICITATION AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE SOLICITATION OR ANY PART THEREOF AS COPYRIGHTED. ALL DOCUMENTS THAT THE FIRM PURPORTS TO BE CONFIDENTIAL, PROPRIETARY OR A TRADE SECRET SHALL BE UPLOADED TO THE BONFIRE WEBSITE AS A SEPARATE ATTACHMENT, IN THIS SECTION, CLEARLY IDENTIFYING THE EXEMPTION BEING CLAIMED UNDER FLORIDA STATUTES 119.07.
- d. The city’s determination of whether an exemption applies shall be final, and the proposer agrees to defend, indemnify, and hold harmless the city and the city’s officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the city’s treatment of records as public records.

2. **Financial Statements:**

- a. The City is **not** requesting the vendor to submit any financial statements for this project and prefers if the vendor does not submit financial statements. In addition, if the City needs a copy of the vendor’s financial statements, the City can contact the vendor after the bid due date to request those documents. However, if the vendor does submit the financial statements, they should be uploaded in this section.



- b. Any claim of confidentiality on financial statements must be asserted at the time of submittal. The firm must identify the specific statute that authorizes the exemption from the Public Records Law. Please note that the financial statement exemption provided for in Section 119.071(1)c, Florida Statutes only applies to submittals in response to a solicitation for a "public works" project.

3. Additional Information:

- a. Please provide any additional information that you deem necessary to complete your proposal in this section, if it has not been requested in another section.

1.6 VENDOR REGISTRATION DOCUMENTS

The <https://ppines.bonfirehub.com/> website will allow vendors to update their information and documents on an as-needed basis. This process is intended to make the bidding process easier for vendors that bid on multiple City projects. This process will allow vendors to complete and submit the following standard forms and documents at any time prior to bidding on a project. In addition, the vendors will be able to utilize these same forms without the need to re-fill and re-submit the forms each time they bid on a City project. In the event that the City does not have one of the forms or documents listed below for your company, the City may reach out to your company after the bid has closed to obtain the document(s).

Furthermore, please make sure to update this information on an as-needed basis so that all pertinent information is accurate, such as local business tax receipts, and any other relevant information.

The following documents can be completed prior to the bidding process through the <https://ppines.bonfirehub.com/> website and do not need to be attached to your submittal as the Bonfire website will automatically include it.

1.6.1 Vendor Information Form

1.6.2 Form W-9 (Rev. October 2018)

- a. Previously dated versions of this form will delay the processing of any payments to the selected vendor.

1.6.3 Company Profile Form

1.6.4 Sworn Statement on Public Entity Crimes Form

1.6.5 Equal Benefits Certification Form

**1.6.6 Vendor Drug-Free Workplace Certification Form****1.6.7 Scrutinized Company Certification****1.6.8 E-Verify System Certification Statement**

- a. Effective January 1, 2021, pursuant to Section 448.095, Florida Statutes, the City may not enter into a contract with a vendor/contractor/subcontractor unless that vendor/contractor/subcontractor is registered with and uses the E-Verify system administered by the U.S. Department of Homeland Security (“DHS”).
- b. Contractor shall also require 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.

1.6.9 Veteran Owned Small Business Preference Certification

- a. If claiming Veteran Owned Small Business Preference Certification, business must attach the “Determination Letter” from the United States Department of Veteran Affairs Center for Verification and Evaluation notifying the business that they have been approved as a Veteran Owned Small Business (VOSB).
- b. The Veteran Owned Small Business Preference Certification form must be completed by/for the proposer; the proposer **WILL NOT** qualify for Veteran Owned Small Business Preference based on their sub-contractors’ qualifications.

1.6.10 Local Business Tax Receipts**1.6.11 Certification Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters for Expenditure of Federal Funds**

- a. **Lobbying:**
 - i. As required by 7 CFR Part 3018, for persons entering into a contract, grant or cooperative agreement over **\$100,000** involving the expenditure of Federal funds, the Contractor must complete the **Certification Regarding Lobbying**.
 - ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal contract, grant, loan, or cooperative



agreement, the Contractor shall also complete and submit the **Standard Form - LLL, "Disclosure Form to Report Lobbying,"** in accordance with its instructions.

b. Debarment, Suspension and Other Responsibility Matters:

- i. Where the Contractor is unable to certify to any of the statements in the certification for **Debarment, Suspension and Other Responsibility Matters**, he or she shall **provide an explanation.**

1.6.12 Minority-Owned Business Enterprise

1.6.13 Woman-Owned Business Enterprise

1.6.14 HUBZone-Certified Small Businesses / Labor Surplus Area Firms

1.7 EVALUATION OF PROPOSALS & PROCESS OF SELECTION

- A. Staff will evaluate all responsive proposals received from proposers who meet or exceed the bid requirements contained in this solicitation. Evaluations shall be based upon the information and references contained in the proposals as submitted. **As such, the Proposal should be as comprehensive as possible; clearly describing the details of services that the Proposer intends to provide.**
- B. The City will convene an Evaluation Committee and brief its members on the scope of the project and the services required. The Evaluation Committee will evaluate proposals based on the following criteria:

Criteria	Points
Project Cost	15 points
Experience and Ability	25 points
Previous Experience / References Form	12.5 points
Staffing and Training	20 points
Firm's Understanding and Approach to the Work	25 points
Veteran Owned Small Business Preference*	2.5 points
Total Points	100 points

**Please note that Veteran Owned Small Business (VOSB) is used to evaluate the submittals received from proposers and are assigned point totals, a preference of two and a half (2.5) points of the total evaluation point shall be given to the Veteran Owned Small Businesses. Vendors must submit the attached Veteran Owned Small Business Preference Certification Form in order to qualify for these evaluation points.*

All other vendors shall receive zero (0) points.



- C. The Evaluation Committee shall have the option to short-list the proposers based on the criteria listed above. In addition, the Evaluation Committee may schedule a meeting for the firms to make presentations and answer questions of clarification as part of its evaluation. As part of this process, the firms shall have officials of the appropriate management level present and representing the firm. The project manager should be available. The firm shall be prepared to present an overall briefing regarding the manner in which the contractual obligations will be accomplished. Please note that this does not limit the Evaluation Committee from utilizing other options that maybe available to the Committee.
- D. The Evaluation Committee will make a recommendation to the City Commission for award of contract. The contract shall be awarded to the most responsive/responsible proposer(s) whose proposal is determined to be the most advantageous to the City taking into consideration the evaluation criteria.

1.7.1 SCORING FOR PROJECT COST CRITERIA

The Evaluation Committee will utilize the following when calculating the weighted score of each vendor related to the **Project Cost** criteria.

The Lowest Project Cost Proposal will be divided by Proposer "X" Cost Proposal times the Maximum Available Points for the Pricing Criteria = Proposer "X" Cost Score.

Example:

Firm "A" cost proposal is \$10,000 and is the lowest cost proposal

Firm "B" cost proposal is \$15,000

Firm "C" cost proposal is \$20,000

Maximum Points Available for the "Project Cost" criteria: 25

Calculation:

Firm "A": Lowest price and receives 25 points

Firm "B": $\$10,000/\$15,000 \times 25$ points = 16.67 points

Firm "C": $\$10,000/\$20,000 \times 25$ points = 12.50 points

1.8 TENTATIVE SCHEDULE OF EVENTS

Event	Time &/or Date
Issuance of Solicitation (Posting Date)	December 13, 2023
Non-Mandatory Pre-Bid Meeting	9:00 a.m. on January 4, 2024
Question Due Date	January 9, 2024
Anticipated Date of Issuance for the Addenda with Questions and Answers	January 15, 2024



Proposals will be accepted until	2:00 p.m. on January 23, 2024
Proposals will be opened at	2:30 p.m. on January 23, 2024
Evaluation of Proposals by Evaluation Committee	February 2024
Recommendation of Contractor to City Commission award	March 20, 2024

1.8.1 NON-MANDATORY PRE-BID MEETING / SITE VISIT

There will be a non-mandatory scheduled pre-bid meeting on **January 4, 2024 at 9:00 a.m.** Meeting location will be at the Public Services Building, Large Conference Room, located at 8300 S. Palm Drive, Pembroke Pines, FL 33025. After the initial portion of the non-mandatory meeting, the group will go to the Bus Depot Facility. Note - Contractors may be required to sign in at any of the meetings to show proof of attendance.

1.9 SUBMISSION REQUIREMENTS

Bids/proposals **must be submitted electronically** at <https://ppines.bonfirehub.com/> on or before **2:00 p.m. on January 23, 2024.**

Please note vendors should be registered on Bonfire under the name of the organization that they are operating as and it should match the organization name on the documents that they are submitting and utilizing when responding to the solicitation.

In addition, the vendor must complete any questionnaires on the <https://ppines.bonfirehub.com/> website and provide any additional information requested throughout this solicitation. Any additional information requested in the solicitation should be scanned and uploaded.

The City recommends for proposers to submit their proposals as soon as they are ready to do so. Please allow ample time to submit your proposals on the <https://ppines.bonfirehub.com/> website. Proposals may be modified or withdrawn prior to the deadline for submitting Proposals. Bonfire Support is happy to help you with submitting your proposal and to ensure that you are submitting your proposals correctly, but we ask that you contact Support@GoBonfire.com with ample time before the bid closing date and time.

PLEASE DO NOT SUBMIT ANY PROPOSALS VIA MAIL, E-MAIL OR FAX.

1.10 FREQUENTLY ASKED QUESTIONS (FAQs)

1.10.1 GENERAL QUESTIONS

Question # 1	Does Section 13(c)/5333(b) apply to this contract?
Answer	No.



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1.10.2 INSURANCE QUESTIONS

Question # 1	Would the City consider removing the requirement for "Professional Liability/Errors & Omissions Insurance"?
Answer	No, this is required.

Question # 2	The existing contractor currently provides insurance to their employees and it is my understanding that the total payroll is reimbursable, can you provide us with the cost for the health insurance for each employee?
Answer	That is correct, under the current contract the total payroll is reimbursable, however the proposer should determine their own costs to provide wages and benefits, including health insurance, to their employees. In addition, the proposer should determine their own employee benefit plans and structure.

1.10.3 FUEL

Question # 1	Is fuel provided by the city for the vehicles?
Answer	Yes, fuel will be provided by the City from the City's existing Fueling tanks located adjacent to the Bus Depot.

Question # 2	It is my understanding that Broward County who provides the Community Buses has announced that all replacement vehicles in the future will have dedicated only Propane Vehicles. Will the City of Pembroke Pines have a Propane Facility in order to fuel these vehicles in the near future?
Answer	The City does not currently have a Propane Facility to fuel vehicles. However, the City is exploring the ability and cost to install a propane fueling facility.

1.10.4 COMMUNITY BUS SERVICES – PEAK NUMBER OF VEHICLES USED

Question # 1	Please provide the peak number of vehicles used to operate each route for the Community Bus Service.
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Answer	Green Route - 2. Gold Route - 3. Blue Route - 2.
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1.10.5 COMMUNITY BUS SERVICES - RIDERSHIP

Question # 1	What is the annual ridership for the Community Shuttle Program?
Answer	150,484

1.10.6 COMMUNITY BUS SERVICES – STOP ANNUNCIATORS

Question # 1	Do the provided Community Bus Service coaches have stop annunciators?
Answer	Drivers announce major stops and intersections using the P/A system.

1.10.7 AUTOMATIC BUS WASHER

Question # 1	Please indicate whether there is an automatic bus washer at the City provided facility.
Answer	No, the City does not have an automatic bus washer at the City facilities.

1.10.8 VEHICLE CAMERAS & CHILD SAFETY ALARM

Question # 1	Are the current fleet of School Buses equipped with the required cameras and Child Safety Alarm?
Answer	The City owned school buses are currently equipped with the required cameras and Child Safety Alarm. Child check mate is the Child Safety System which is currently used.

1.10.9 SPARE VEHICLES

Question # 1	How many spare vehicles are there in your fleet?
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Answer	In the event that buses are out of service for repair or inspection, during peak times, the City generally has approximately fifteen spare Charter School Buses and twelve Shuttle Buses. For the Community Bus Service Program, the County will provide loaner buses, if available, in the event that a bus is down for repair, etc.
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1.10.10 CHARTER SCHOOL TRANSPORTATION – ROUTES

Question # 1	Please confirm the current method of routing used for the charter school bus program. Is an electronic routing package used?
Answer	The current contractor has not previously utilized an electronic routing package for the Charter School Bus Program, and currently creates routes manually. However, the current contractor recently started the process to implement the “Transfinder” School Bus Routing Software. In addition, the City and Contractor are also working to implement the Reaxium School Bus and Student Tracker system.

1.10.11 SCHOOL TRANSPORTATION – ON BUS ATTENDANTS

Question # 1	Does your Charter School Transportation Program require any additional employee on the buses besides the bus driver? For example, some schools have attendants, matrons, aides, etc. that are on the bus during pupil transportation.
Answer	No.

1.10.12 SENIOR TRANSPORTATION DISPATCH/SCHEDULING

Question # 1	Regarding Senior Transportation Services: Is the Contractor responsible for eligibility determination? Does the Contractor have responsibility for reservations? Is there a scheduling and dispatch software currently in use? If so, does the City own the licenses for this software? Will licenses for this software be provided to the Contractor? In the alternative, will the City/County be willing to accept a proposal including a different dispatch and scheduling software program?
Answer	Yes, the Senior Transportation program requires use of contractual guidelines to determine eligibility of clients. Contractor is responsible for making reservations, scheduling trips, and



	performing dispatching duties. Scheduling/Dispatching software currently in use is Easy Rides software. City currently pays for annual maintenance/licenses.
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1.10.13 BROWARD COUNTY TRAINING

Question # 1	Please provide the required number of County-provided training and safety meetings for all employees, along with the number of hours each employee will have to attend the County's training program.
Answer	The requirements may fluctuate based on requirements from the County, therefore proposer should confirm with the County.

1.10.14 LABOR UNION

Question # 1	Are the employees represented by a Union?
Answer	No, the current employees are not part of a labor union.

1.10.15 CHARTER SCHOOL OPERATIONAL HOURS

Question # 1	Please provide the number for days that each charter school operates. Please provide the average hours for each driver to operate the AM and PM service for each charter school.
Answer	The City of Pembroke Pines follows the School Board of Broward County's School Calendar. Charter School operates 180 school days, and the rest of the schedule is dependent on trips. The drivers average 7.5 hours daily. The office is open every day except for weekends. The hours of operation are generally from 5:30 AM to 9:00 AM and from 1:00 PM to 5:00 PM, but it also depends on route time. Please see attachment J " Charter School General Bus Schedule " for additional information. In addition, there may be school sponsored activities that may happen outside of the normal operating hours.

1.10.16 LIVING WAGE ORDINANCE

Question # 1	Does the City have a living wage ordinance? In addition, would Broward County's living wage ordinance apply to this contract?
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Answer	The City does not have a living wage ordinance, and Broward County's living wage ordinance would not apply to these services.
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1.10.17 UPGRADES & ENHANCEMENTS

Question # 1	Will the contractor be able to propose upgrades or other solutions in lieu of existing systems?
Answer	Yes.

1.10.18 SERVICE DAYS

Question # 1	Please provide the total number of days of service for the different services.
Answer	<p>The Charter School Transportation operates for approximately 180 school days per year, this includes the typical Broward County School Calendar days and field trips on weekends. There are also field trips during the winter break, spring break, and summer break.</p> <p>Community Bus Services - Green Route & Gold Routes - Operates Monday through Saturday. Assuming that there are 52 weeks per year, there would be approximately 312 days of operation, not including days off for holidays.</p> <p>Community Bus Services – Blue Route - Operates Tuesdays, Wednesdays, and Fridays. Assuming that there are 52 weeks per year, there would be approximately 156 days of operation, not including days off for holidays.</p> <p>The Senior Transportation Program - Operates Monday through Friday. Assuming that there are 52 weeks per year, there would be approximately 260 days of operation, not including days off for holidays.</p>

1.10.19 STAFFING

Question # 1	Can the contractor provide its own call center staff (dispatch, scheduling, coordinator) in a shared work / call center environment?
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City of Pembroke Pines

Answer	Yes, however the contractor must also have a bi-lingual scheduler, at the South West Focal Point Senior Center, that will need to be able to speak English and Spanish and must be staffed from 7:00 am to 5:00 pm on Monday through Friday, as stated in the RFP.
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SECTION 2 - INSURANCE REQUIREMENTS

2.1 INDEMNIFICATION:

Yes No

- ✓ 2.1.1 General Indemnification: The CONTRACTOR shall indemnify and hold harmless the CITY 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 this Agreement by the CONTRACTOR or its employees, agents, servants, partners, principals or subcontractors. The 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 attorneys' fees which may issue thereon. The CONTRACTOR expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the 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.

Yes No

- ✗ 2.1.2 Indemnification for Design Professionals and Construction Contracts: The CONTRACTOR shall indemnify and hold harmless the CITY, its officers and employees from any and all liability, losses or damages, including reasonable attorneys' fees and costs of defense, which the CITY, its officers and employees, may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature to the extent such claims are caused by negligence, recklessness, or intentional wrongful conduct of the CONTRACTOR and other persons employed or utilized by CONTRACTOR during performance of this Agreement. The 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 attorneys' fees which may issue thereon. The CONTRACTOR expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the 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.

2.2 CONTRACTOR shall not commence work under this Agreement until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the CITY nor shall the CONTRACTOR allow any subcontractor to commence work on any subcontract until all similar such insurance required of the subcontractor has been obtained and similarly approved.

2.3 Certificates of Insurance, reflecting evidence of the required insurance, shall be filed with the CITY's Risk Manager prior to the commencement of this Agreement. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. The insurance company shall be rated no less than "A" as to management, and no less than "Class VI" as to financial



strength according to the latest edition of Best's Insurance Guide published by A.M. Best Company.

2.4 Certificates of Insurance shall provide for thirty (30) days' prior written notice to the CITY in case of cancellation or material changes in the policy limits or coverage states. If the carrier cannot provide thirty (30) days' notice of cancellation, either the CONTRACTOR or their Insurance Broker must agree to provide notice.

2.5 Insurance shall be in force until all obligations required to be fulfilled under the terms of the Agreement are satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, the CONTRACTOR shall furnish, at least forty-five (45) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The CONTRACTOR shall neither commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. CONTRACTOR shall be liable to CITY for any lapses in service resulting from a gap in insurance coverage.

2.6 REQUIRED INSURANCE

CONTRACTOR shall be required to obtain all applicable insurance coverage, as indicated below, prior to commencing any work pursuant to this Agreement:

Yes No

✓ 2.6.1 Comprehensive General Liability Insurance written on an occurrence basis including, but not limited to: coverage for bodily injury and property damage, personal & advertising injury, products & completed operations, and contractual liability. Coverage must be written on an occurrence basis, with limits of liability no less than:

1. Each Occurrence Limit - \$1,000,000
2. Fire Damage Limit (Damage to rented premises) - \$100,000
3. Personal & Advertising Injury Limit - \$1,000,000
4. General Aggregate Limit - \$2,000,000
5. Products & Completed Operations Aggregate Limit - \$2,000,000

Products & Completed Operations Coverage shall be maintained for the later of three (3) years after the delivery of goods/services or final payment under the Agreement. *(For Construction projects: Increase to ten (10) years and include a Designated Construction Project(s) General Aggregate Limit)*

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.



Yes No

- 2.6.2 Workers' Compensation and Employers' Liability Insurance covering all employees, and/or volunteers of the CONTRACTOR engaged in the performance of the scope of work associated with this Agreement. In the case any work is sublet, the CONTRACTOR shall require the subcontractors similarly to provide Workers' Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. Coverage for the CONTRACTOR and all subcontractors shall be in accordance with applicable state and/or federal laws that may apply to Workers' Compensation Insurance with limits of liability no less than:

1. Workers' Compensation: Coverage A – Statutory
2. Employers Liability: Coverage B \$500,000 Each Accident
\$500,000 Disease – Policy Limit
\$500,000 Disease – Each Employee

If CONTRACTOR claims to be exempt from this requirement, CONTRACTOR shall provide CITY proof of such exemption along with a written request for CITY to exempt CONTRACTOR, written on CONTRACTOR letterhead.

Yes No

- 2.6.3 Comprehensive Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the performance of work under this Agreement, with a combined single limit of liability for bodily injury and property damage no less than:

1. Any Auto (Symbol 1)
Combined Single Limit (Each Accident) - \$3,000,000
2. Hired Autos (Symbol 8)
Combined Single Limit (Each Accident) - \$3,000,000
3. Non-Owned Autos (Symbol 9)
Combined Single Limit (Each Accident) - \$3,000,000

If work under this Agreement includes transportation of hazardous materials, policy shall include pollution liability coverage equivalent to that provided by the latest version of the ISO pollution liability broadened endorsement for auto and the latest version of the ISO Motor Carrier Act endorsement, equivalents or broader language.

Yes No

- 2.6.3.1 If CONTRACTOR requests reduced limits under a Personal Auto Liability Policy and it is agreed to by the CITY, coverage shall include Bodily Injury limits of \$100,000 per person/\$300,000 per occurrence and Property Damage limits of \$300,000 per occurrence

Yes No

- 2.6.4 Umbrella/Excess Liability Insurance in the amount of **\$2,000,000.00** as determined appropriate by the CITY depending on the type of job and exposures contemplated. Coverage must be follow form of the General Liability, Auto Liability and Employer's



City of Pembroke Pines

Liability. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment pursuant to this Agreement.

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

Yes No

2.6.5 Professional Liability/Errors & Omissions Insurance with a limit of liability no less than **\$1,000,000** per wrongful or negligent act. This coverage shall be maintained for a period of no less than three (3) years after the delivery of goods/services final payment pursuant to this Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY. *(Limit to align with size and scope of the Agreement and exposure inherent with operation/services being performed. For Construction projects: Increase to ten (10) years.)*

Yes No

2.6.6 Environmental/Pollution Liability insurance shall be required with a limit of no less than \$1,000,000 per wrongful act. Coverage shall include: CONTRACTOR's completed operations, sudden, accidental and gradual pollution conditions. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment pursuant to this Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY. *(Limit to align with size and scope of the Agreement and exposure inherent with operation/services being performed. For Construction projects: Increase to ten (10) years)*

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

Yes No

2.6.7 Cyber Liability including Network Security and Privacy Liability with a limit of liability no less than \$1,000,000 per loss. Coverage shall include liability arising from: theft, dissemination and/or use of confidential information stored or transmitted in electronic form, unauthorized access to, use of, or tampering with computer systems, including hacker attacks or inability of an authorized third party to gain access to your services, including denial of service, and the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network, or similar computer-related property and the data, software and programs thereon. If vendor is collecting credit card information, it shall cover all PCI breach expenses. Coverage is to include the various state monitoring and state required remediation as well as meet the various state notification requirements. This coverage shall be maintained for a period of no less than the later of three (3) years after delivery of goods/services or final payment of the Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY.

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.



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Yes No

- 2.6.8 Crime Coverage shall include employee dishonesty, forgery or alteration, and computer fraud in an amount of no less than \$1,000,000 per loss. If CONTRACTOR is physically located on CITY's premises, a third-party fidelity coverage extension shall apply.

Yes No

- 2.6.9 Garage Liability & Garage-keepers Legal Liability for those that manage parking lots for the CITY or service CITY vehicles. Coverage must be written on an occurrence basis, with limits of liability no less than \$1,000,000 per Occurrence, including products & completed operations. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment of this Agreement.

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

Yes No

- 2.6.10 Liquor Liability for those in the business of selling, serving or furnishing of any alcoholic beverages, whether licensed or not, shall carry a limit of liability of no less than \$1,000,000 per occurrence. Coverage shall be maintained for the later of three (3) years after the delivery of goods/services or final payment under the Agreement.

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

Yes No

- 2.6.11 Sexual Abuse & Molestation for any agreement involving a vulnerable population. Limits shall be no less than \$500,000 per occurrence. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment of this Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY. *(Limit to align with size and scope of the Agreement and exposure inherent with operation/services being performed.)*

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

Yes No

- 2.6.12 Builder's Risk Insurance shall be "All Risk" for one hundred percent (100%) of the completed value of the project that is the subject of this Agreement with a deductible of not more than five percent (5%) for Named Windstorm and \$20,000 per claim for all other perils. The Builder's Risk Insurance shall include interests of the CITY, the CONTRACTOR and subcontractors of the project. The CONTRACTOR shall include a separate line item for all costs associated with the Builder's Risk Insurance Coverage for the project. The CITY reserves the right at its sole discretion to utilize the CONTRACTOR's Builder's Risk Insurance or for the CITY to purchase its own Builder's



Risk Insurance for the Project. Prior to the CONTRACTOR purchasing the Builder's Risk insurance for the project, the CONTRACTOR shall allow the CITY the opportunity to analyze the CONTRACTOR's coverage and determine who shall purchase the coverage. Should the CITY utilize the CONTRACTOR's Builder's Risk Insurance, the CONTRACTOR shall be responsible for all deductibles. If the CITY chooses to purchase the Builder's Risk Coverage on the project, the CONTRACTOR shall provide the CITY with a change order deduct for all premiums and costs associated with the Builder's Risk insurance in their schedule. Should the CITY choose to utilize the CITY's Builder's Risk Program, the CITY shall be responsible for the Named Windstorm Deductible and the CONTRACTOR shall be responsible for the All Other Perils Deductible.

If and when 100% is not available or reasonable, the CITY Risk Manager is to make the determination as to what limits are appropriate for the given project.

Yes No

2.6.13 Other Insurance

2.7 REQUIRED ENDORSEMENTS

2.7.1 The City of Pembroke Pines shall be named as an Additional Insured on each of the Liability Policies required herein.

2.7.2 Waiver of all Rights of Subrogation against the CITY.

2.7.3 Thirty (30) Day Notice of Cancellation or Non-Renewal to the CITY.

2.7.4 CONTRACTOR's policies shall be Primary & Non-Contributory.

2.7.5 All policies shall contain a "severability of interest" or "cross liability" clause without obligation for premium payment of the CITY.

2.7.6 The City of Pembroke Pines shall be named as a Loss Payee on all Property and/or Inland Marine Policies as their interest may appear.

2.8 Any and all insurance required of the CONTRACTOR pursuant to this Agreement must also be required by any subcontractor in the same limits and with all requirements as provided herein, including naming the CITY as an additional insured, in any work that is subcontracted unless such subcontractor is covered by the protection afforded by the CONTRACTOR and provided proof of such coverage is provided to CITY. The CONTRACTOR and any subcontractors shall maintain such policies during the term of this Agreement.

2.9 The CITY reserves the right to require any other additional types of insurance coverage and/or higher limits of liability it deems necessary based on the nature of work being performed under this Agreement.

2.10 The insurance requirements specified in this Agreement are minimum requirements and in no way reduce any liability the CONTRACTOR has assumed in the indemnification/hold harmless section(s) of this Agreement.



SECTION 3 - GENERAL TERMS & CONDITIONS

3.1 EXAMINATION OF CONTRACT DOCUMENTS

Before submitting a Proposal, each Proposer should (a) consider federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost or performance of the work, (b) study and carefully correlate the Proposer's observations with the Proposal Documents; and (c) notify the Purchasing Manager of all conflicts, errors and discrepancies, if any, in the Proposal Documents.

The Proposer, by and through the submission of a Proposal, agrees that Proposer shall be held responsible for having familiarized themselves with the nature and extent of the work and any local conditions that may affect the work to be done and the services, equipment, materials, parts and labor required.

3.2 CONFLICT OF INSTRUCTIONS

If a conflict exists between the General Conditions and Instructions stated herein and specific conditions and instructions contained in specifications, the specifications shall govern.

3.3 ADDENDA or ADDENDUM

A formal solicitation may require an Addendum to be issued. An addendum in some way may clarify, correct or change the original solicitation (i.e. due date/time, specifications, terms, conditions, line item). Vendors submitting a proposal should check the Bonfire website for any addenda issued. Vendors are cautioned not to consider verbal modifications to the solicitation, as the addendum issued through Bonfire will be the only official method whereby changes will be made.

3.4 INTERPRETATIONS AND QUESTIONS

If the Proposer is in doubt as to the meaning of any of the Proposal Documents, is of the opinion that the Conditions and Specifications contain errors or contradictions or reflect omissions, or has any question concerning the conditions and specifications, the Proposer shall submit a question for interpretation or clarification. The City requires all questions relating to the solicitation be entered through the "Messages" section for the specific project on the <https://ppines.bonfirehub.com/> website. Under the "Messages" section, vendors will find the "Opportunity Q&A" tab in which they can ask their specific question(s). Responses to the questions will be provided online at <https://ppines.bonfirehub.com>. Such request must be received by the "Question Due Date" stated in the solicitation. Questions received after "Question Due Date" shall not be answered. Interpretations or clarifications in response to such questions will be issued via Bonfire. The issuance of a response via Bonfire is considered an Addendum and shall be the only official method whereby such an interpretation or clarification will be made.

Bonfire Support is also available to assist proposers with submitting their proposal and to ensure that proposers are submitting their proposals correctly. Proposers should ensure that they contact Bonfire support at Support@GoBonfire.com with ample time before the bid closing date and time.

For all other questions related to this solicitation, please contact the Purchasing Department at purchasing@ppines.com.

3.5 RULES, REGULATIONS, LAWS, ORDINANCES and LICENSES

The awarded contractor shall observe and obey all laws, ordinances, rules, and regulations of the federal, state, and CITY, which may be applicable to the service being provided. The awarded firm shall have or be responsible for obtaining all necessary



permits or licenses required, if necessary, in order to provide this service.

Proposer warrants by submittal that prices quoted here are in conformity with the latest federal price guidelines, if any.

3.6 WARRANTIES FOR USAGE

Whenever a bid is sought, seeking a source of supply for a specified time for materials or service, the quantities or usage shown are estimated only. No guarantee or warranty is given or implied by the City as to the total amount that may or may not be purchased from any resulting contracts. These quantities are for proposer's information only and will be used for tabulation and presentation of bid.

3.7 BRAND NAMES

If and wherever in the specifications a brand name, make, name of manufacturer, trade name, or vendor catalog number is mentioned, it is for the purpose of establishing a grade or quality of material only. Since the City does not wish to rule out other competition and equal brands or makes, the phrase "OR EQUAL" is added. However, if a product other than that specified is bid, Proposers shall indicate on their proposal and clearly state the proposed substitution and deviation. It is the **vendor's responsibility** to provide any necessary documentation and samples within their bid submittal to prove that the product is equal to that specified. Such samples are to be furnished before the date of bid opening, unless otherwise specified. Additional evidence in the form of documentation and samples may be requested if the proposed brand is other than that specified. The City retains the right to determine if the proposed brand shall be considered as an approved equivalent or not.

3.8 QUALITY

All materials used for the manufacture or construction of any supplies, materials, or equipment covered by this bid shall be new,

the latest model, of the best quality, and highest grade workmanship, unless otherwise noted.

3.9 SAMPLES

Samples, when requested, must be furnished before, or at the bid opening, unless otherwise specified, and delivered free of expense to the City and if not used in testing or destroyed, will upon request within thirty (30) days of bid award be returned at the proposer's expense.

3.10 ESTIMATED QUANTITIES

No guarantee is expressed or implied as to the total quantity of commodities/services to be purchased pursuant to this solicitation. Estimated quantities will be used for comparison and ranking purposes only. The City is not obligated to contract for a given amount of commodities/services subsequent to the award of this solicitation. The City reserves the right to issue separate purchase orders as needed, issue a blanket purchase order, and release partial quantities, or any combination of the preceding as deemed necessary by the City.

3.11 DEVELOPMENT COSTS

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

3.12 PRICING

Prices should be stated in units of quantity specified in the bidding specifications. In case of discrepancy in computing the amount of the bid, the unit prices quoted will govern.

Proposer warrants by virtue of bidding that prices, terms, and conditions quoted in his bid will be firm for acceptance for a period of ninety (90) days from date of bid opening



unless otherwise stated by the City or proposer.

3.13 DELIVERY POINT

All items shall be delivered F.O.B. destination, and delivery cost and charges included in the bid price. Failure to do so may be cause for rejection of bid.

3.14 TAX EXEMPT STATUS

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

3.15 CONTRACT TIME

By virtue of the submission of the Proposal, Proposer agrees and fully understands that the completion time of the work of the Contract is an essential and material condition of the Contract and that time is of the essence. The Successful Proposer agrees that all work shall be prosecuted regularly, diligently and uninterrupted at such rate of progress as will ensure full completion thereof within the time specified. Failure to complete the work within the time period specified shall be considered a default.

In addition, time will be of the essence for any orders placed as a result of this bid. Purchaser reserves the right to cancel such orders, or part thereof, without obligation if delivery is not made at the time(s) or place(s) specified.

3.16 COPYRIGHT OR PATENT RIGHTS

Proposer warrants that there have been no violations of copyrights or patent rights in manufacturing, producing, or selling other goods shipped or ordered as a result of this bid, and seller agrees to hold the purchaser harmless from any and all liability, loss or expense occasioned by such violation.

3.17 PUBLIC ENTITY CRIMES

“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 on a contract to provide any 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 be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.”

The Public Entity Crime Affidavit Form, in the Vendor Registration module on the Bonfire website, includes documentation that shall be executed by an individual authorized to bind the Proposer. The Proposer 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. In the event there is any misrepresentation or lack of compliance with the mandates of Section 287.133 or Section 287.134, respectively, Florida Statutes. The City in the event in such termination, shall not incur any liability to the Proposer for any goods, services or materials furnished.

3.18 CONFLICT OF INTEREST

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

3.19 FACILITIES



The City reserves the right to inspect the Proposer's facilities at any time with prior notice.

3.20 ENVIRONMENTAL REGULATIONS

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

3.21 SIGNATURE REQUIRED

All proposals must be signed with the firm name and by an officer or employee having authority to bind the company or firm by his signature. FAILURE TO PROPERLY SIGN PROPOSAL SHALL INVALIDATE SAME, AND IT MAY NOT BE CONSIDERED FOR AWARD.

The individual executing this Bid on behalf of the Company warrant to the City that the Company is authorized to do business in the State of Florida, is in good standing and that Company possesses all of the required licenses and certificates of competency required by the State of Florida and Broward County to provide the goods or perform the services herein described.

The signed bid shall be considered an offer on the part of the proposer or contractor, which offer shall be deemed accepted upon approval by the City Commission of the City of Pembroke Pines and in case of default on

the part of the proposer or contractor after such acceptance, the City of Pembroke Pines may take such action as it deems appropriate including legal action for damages or specific performance.

3.22 MANUFACTURER'S CERTIFICATION

The City of Pembroke Pines reserves the right to request from proposer separate manufacturer certification of all statements made in the proposal.

3.23 MODIFICATION OR WITHDRAWAL OF PROPOSAL

The City recommends for proposers to submit their proposals as soon as they are ready to do so. Please allow ample time to submit your proposals on the Bonfire website. Proposals may be modified or withdrawn prior to the deadline for submitting Proposals.

3.24 PUBLIC BID; BID OPENING AND GENERAL EXEMPTIONS

All submittals received by the deadline will be recorded, and will subsequently be publicly opened on the same business day at 2:30 p.m. at the office of the City Clerk, 4th Floor, 601 City Center Way, Pembroke Pines, Florida, 33025.

All Proposals received from Proposers in response to the solicitation will become the property of CITY and will not be returned to the Proposers. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of CITY. Proposers are requested to identify specifically any information contained in their Proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

Pursuant to Section 119.071 of the Florida Statutes, sealed bids, proposals, or replies received by a Florida public agency shall



remain exempt from disclosure until an intended decision is announced or until 30 days from the opening, whichever is earlier.

Therefore, proposers will not be able to procure a copy of their competitor's bids until an intended decision is reached or 30 days has elapsed since the time of the bid opening.

However, pursuant to Section 255.0518 of the Florida Statutes, when opening sealed bids that are received pursuant to a competitive solicitation for **construction or repairs on a public building or public work**, the entity shall:

- (a) Open the sealed bids at a public meeting.
- (b) Announce at that meeting the name of each bidder and the price submitted in the bid.
- (c) Make available upon request the name of each bidder and the price submitted in the bid.

For solicitations that are **not** for **"construction or repairs on a public building or public work"** the City shall not reveal the prices submitted in the bids until an intended decision is announced or until 30 days from the opening, whichever is earlier.

3.25 RESERVATIONS FOR REJECTION AND AWARD

The City of Pembroke Pines reserves the right to accept or reject any and all bids or parts of bids, to waive irregularities and technicalities, and to request rebids. The City also reserves the right to award a contract on such items(s) or service(s) the City deems will best serve its interests. All bids shall be awarded to the most responsive/responsible proposer, provided the (City) may for good cause reject any bid or part thereof. It further reserves the right to award a contract on a split order basis, or such combinations as shall best serve the interests of the City unless otherwise specified. No premiums, rebates or gratuities permitted, either with, prior to, or

after award. This practice shall result in the cancellation of said award and/or return of items (as applicable) and the recommended removal of proposer from bid list(s).

3.26 BID PROTEST

Any protests or challenges to this competitive procurement shall be governed by Section 35.38 of the City's Code of Ordinances.

3.27 INDEMNIFICATION

The Successful Proposer shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the subsequent indemnifications including, but not limited to, reasonable attorney's fees (including appellate attorney's fees) and costs.

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

Additional indemnification requirements may be included under Special Terms and Conditions and/or as part of a specimen contract included in the solicitation package.

General Indemnification: To the fullest extent permitted by laws and regulations, Successful Proposer shall indemnify, defend, save and hold harmless the CITY, its officers, agents and employees, harmless from any and all claims, damages, losses, liabilities and expenses, direct, indirect or consequential arising out of or in consequential arising out of or alleged to have arisen out of or in consequence of the products, goods or services furnished by or operations of the Successful Proposer or his subcontractors, agents, officers, employees



or independent contractors pursuant to or in the performance of the Contract.

Indemnification for Design Professionals and Construction Contracts: The Successful Proposer shall indemnify and hold harmless the CITY, its officers and employees, from any and all liability, losses or damages, including reasonable attorneys' fees and costs of defense, which the CITY, its officers and employees, may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature to the extent such claims are caused by the negligence, recklessness, or intentional wrongful conduct of the Successful Proposer and other persons employed or utilized by the Successful Proposer during performance of the resulting Agreement.

Patent and Copyright Indemnification: Successful Proposer agrees to indemnify, defend, save and hold harmless the CITY, its officers, agents and employees, from all claims, damages, losses, liabilities and expenses arising out of any alleged infringement of copyrights, patent rights and/or the unauthorized or unlicensed use of any invention, process, material, property or other work manufactured or used in connection with the performance of the Contract, including its use by CITY.

3.28 DEFAULT PROVISION

In the case of default by the proposer or contractor, the City of Pembroke Pines may procure the articles or services from any other sources and hold the proposer or contractor responsible for any excess costs occasioned or incurred thereby.

The City shall be the sole judge of nonperformance, which shall include any failure on the part of the successful Proposer to accept the Award, to furnish required documents, and/or to fulfill any portion of the contract within the time stipulated. Upon default by the successful Proposer to meet any terms of this agreement, the City will notify the Proposer five (5) days (weekends

and holidays excluded) to remedy the default. Failure on the Contractor's part to correct the default within the required five (5) days shall result in the contract being terminated and upon the City notifying in writing the Contractor of its intentions and the effective date of the termination. The following shall constitute default:

A. Failure to perform the Work required under the contract and/or within the time required or failing to use the subcontractor, entities and personnel as identified and set forth, and to the degree specified in the contract.

B. Failure to begin the Work under this Bid within the time specified.

C. Failure to perform the Work with sufficient Workers and equipment or with sufficient materials to ensure timely completion.

D. Neglecting or refusing to remove materials or perform new Work where prior Work has been rejected as non-conforming with the terms of the contract.

E. Becoming insolvent, being declared bankrupt, or committing act of bankruptcy or insolvency, or making an assignment renders the successful Proposer incapable of performing the Work in accordance with and as required by the contract.

F. Failure to comply with any of the terms of the contract in any material respect.

In the event of default of a contract, the successful Proposer shall pay all attorney's fees and court costs incurred in collecting any damages. The successful Proposer shall pay the City for any and all costs incurred in ensuing the completion of the project.

Additional provisions may be included in the specimen contract.

3.29 ACCEPTANCE OF MATERIAL

The material delivered under this proposal shall remain the property of the seller until a



physical inspection and actual usage of this material and/or services is made and thereafter accepted to the satisfaction of the City and must comply with the terms herein, and be fully in accord with specifications and of the highest quality. In the event the material and/or services supplied to the City are found to be defective or do not conform to specifications, the City reserves the right to cancel the order upon written notice to the seller and return product to seller at the sellers expense.

3.30 LOCAL GOVERNMENT PROMPT PAYMENT ACT

The City complies with Florida Statute 218.70, Local Government Prompt Payment Act.

3.31 SCRUTINIZED COMPANIES LIST

In accordance with Florida Statute 287.135, 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:

- (a) Any amount of, 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, 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 contract, the company:
 1. 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; or
 2. Is engaged in business operations in Syria.

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.

3.32 PUBLIC RECORDS; TRADE SECRET, PROPRIETARY AND CONFIDENTIAL SUBMITTALS

The Proposer's response to this solicitation is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this solicitation and the Contract to be executed for this solicitation, subject to the provisions of Chapter 119.07 of the Florida Statutes.

Any language contained in the Proposer's response to the solicitation purporting to require confidentiality of any portion of the Proposer's response to the solicitation, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the solicitation constitutes a Trade Secret.



Any claim of confidentiality on financial statements must be asserted at the time of submittal. The firm must identify the specific statute that authorizes the exemption from the Public Records Law. Please note that the financial statement exemption provided for in Section 119.071(1)c, Florida Statutes only applies to submittals in response to a solicitation for a "public works" project.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE SOLICITATION AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE SOLICITATION OR ANY PART THEREOF AS COPYRIGHTED. ALL DOCUMENTS THAT THE FIRM PURPORTS TO BE CONFIDENTIAL, PROPRIETARY OR A TRADE SECRET SHALL BE UPLOADED TO THE BONFIRE WEBSITE AS A SEPARATE ATTACHMENT CLEARLY IDENTIFYING THE EXEMPTION BEING CLAIMED UNDER FLORIDA STATUTES 119.07.

The city's determination of whether an exemption applies shall be final, and the proposer agrees to defend, indemnify, and hold harmless the city and the city's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the city's treatment of records as public records.

3.33 PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES

It is hereby made part of this solicitation that the submission of any bid response to this advertised request constitutes a bid made under the same or similar terms and conditions, for the same price, or better price, to other government agencies if agreeable by the proposer and the government agency.

At the option of the vendor/contractor, the use of the contract resulting from this

solicitation may be extended to other governmental agencies, including the State of Florida, its agencies, political subdivisions, counties, and cities.

Each governmental agency allowed by the vendor/contractor to use this contract shall do so independently of any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods or services ordered, received, and accepted. No agency receives any liability by virtue of this bid and subsequent contract award.

3.34 CONE OF SILENCE

Prohibited Communication: In accordance with the Cone of Silence Ordinance, Section 35.40 of the City's Code of Ordinances, during the course of a sealed competitive solicitation, a cone of silence shall be in effect between:

(1) Any person or entity that seeks a contract, contract amendment, award, recommendation, or approval related to a sealed competitive solicitation or that is subject to being evaluated or having its response evaluated in connection with a sealed competitive solicitation, including a person or entity's representative; and

(2) The City Manager or any person or group of persons appointed or designated by the City Commission or the City Manager to evaluate, select, or make a recommendation to the City Commission or the City Manager regarding a sealed competitive solicitation, including any member of the selection/evaluation committee.

Effective Dates: A cone of silence shall be in effect during a sealed competitive solicitation process beginning upon the advertisement for the sealed competitive solicitation or during such other procurement activities as declared by the City Commission, and shall terminate at the time the City Commission takes final action or gives final approval of a contract, rejects all bids or responses to the sealed competitive



solicitation, or takes other action which ends the sealed competitive solicitation process.

Permitted Communication: The cone of silence shall not apply to:

(1) Written or oral communications with legal counsel for the city, the Procurement Department staff for the city, and the person or persons designated in the sealed competitive solicitation as the contact person for clarification or information related to the sealed competitive solicitation.

(2) Public presentations, asking questions, or providing feedback at pre-bid meetings, site visits or conferences or at a selection, evaluation or negotiation meeting related to the sealed competitive solicitation.

(3) Contract negotiations with the selected entity.

Violations: Any action in violation of this section shall be cause for disqualification of the bid or the proposal.

3.35 E-VERIFY

Contractor certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

1) Definitions for this Section:

a) "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. "Contractor" includes, but is not limited to, a vendor or consultant.

b) "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.

c) "E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

2) Registration Requirement; Termination:

Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

a) All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and

b) All persons (including subvendors / subconsultants / subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Pembroke Pines. The Contractor acknowledges and agrees that registration and 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 Pembroke Pines; and

c) The Contractor shall 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 registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require 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 twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. 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 one (1) year after the date of termination.

3.36 JESSICA LUNSFORD ACT

Background screening requirements for Contractor's performing services for or at City's Charter Schools. (1) Except as provided in §§1012.467 or 1012.468, Florida Statutes, non-instructional school employees or contractual personnel who (i) are permitted access on school grounds when students are present, (ii) who have direct contact with students or, (iii) who have access to or control of school funds must meet level 2 screening requirements as described in §1012.32, Florida Statutes. Contractual personnel shall include any Contractor, individual, or entity under contract with the City engaged to perform services for or at City's Charter Schools.

(2) Every 5 years following employment or entry into a resulting contract in a capacity described in subsection (1), each person who is so employed or under contract with the City must meet level 2 screening requirements as described in §1012.32, Florida Statutes, at which time the City shall request the Department of Law Enforcement to

forward the fingerprints to the Federal Bureau of Investigation for the level 2 screening. If, for any reason following employment or entry into a resulting contract in a capacity described in subsection (1), the fingerprints of a person who is so employed or under contract with the City are not retained by the Department of Law Enforcement under §1012.32(3)(a) and (b), Florida Statutes, the person must file a complete set of fingerprints with the City. Upon submission of fingerprints for this purpose, the City shall request the Department of Law Enforcement to forward the fingerprints to the Federal Bureau of Investigation for the level 2 screening, and the fingerprints shall be retained by the Department of Law Enforcement under §1012.32(3)(a) and (b), Florida Statutes. The cost of the state and federal criminal history check required by level 2 screening shall be borne by the Contractor, or the person fingerprinted. Under penalty of perjury, each person who is employed or engaged to perform a resulting contract in a capacity described in subsection (1) must agree to inform his or her employer or the party with whom he or she is under contract within 48 hours if convicted of any disqualifying offense while he or she is employed or under a resulting contract in that capacity. (3) If it is found that a person who is employed or under contract in a capacity described in subsection (1) does not meet the level 2 requirements, the person shall be immediately suspended from working in that capacity and shall remain suspended until final resolution of any appeals.

3.37 PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL OR IDEOLOGICAL



City of Pembroke Pines

**INTERESTS IN GOVERNMENT
CONTRACTING**

Bidders are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the City will not request documentation of or consider a Bidder's social, political, or ideological interests when determining if the Bidder is a responsible Bidder. Bidders are further notified that the City's governing body may not give preference to a Bidder based on the Bidder's social, political, or ideological interests.



SECTION 4 - SPECIAL TERMS & CONDITIONS

4.1 PROPOSAL SECURITY

Proposal Security Amount:

Yes No

x A Proposal Security shall not be required for this project.

Yes No

x A Proposal Security shall be required, only for bidders that have a total cumulative base proposal amount that exceeds \$200,000. Proposal Security shall be in the amount of 5% of the total cumulative base amount proposed.

Yes No

x A Proposal Security shall be required for every bidder, regardless of proposal amount. Proposal Security shall be in the amount of 5% of the total cumulative base amount proposed.

Yes No

x A Proposal Security shall be required for every bidder, regardless of proposal amount. Proposal Security shall be in the amount of \$10,000 or 5% of the total cumulative base amount proposed, whichever is less.

Note - Contingency is not to be counted in the total amount the proposal security is based on.

Proposal Security Requirements: For projects in which Proposal Securities are required, each Proposal must be accompanied by a certified or cashier's check or by a Bid Bond made payable to the City of Pembroke Pines on an approved form, duly executed by the Proposer as principal and having as surety thereon a surety company acceptable to CITY and authorized to write such Bond under the laws of the State of Florida. The agent or attorney in fact or other officer who signs a Bid Bond

for a surety company must file with such bond a certified copy of their power of attorney authorizing them to do so.

Scanned Proposal Security: For projects in which Proposal Securities are required, Proposers must submit a scanned copy of their Proposal Security (certified check, cashier's check or a Bid Bond) with their bid submittal through Bonfire.

Physical Proposal Security: For projects in which Proposal Securities are required, Proposers should also submit their original Proposal Security (certified check, cashier's check or a Bid Bond) at time of the bid due date, or they may be deemed as non-responsive. The original Proposal Security should be in a sealed envelope, plainly marked "**BID SECURITY - IFB # PSPW-23-17 Roof Replacement for Various City Buildings**" and sent to the:

City of Pembroke Pines,
City Clerk's Office, 4th Floor,
601 City Center Way,
Pembroke Pines, Florida, 33025.

Opportunity to Cure: In the event that the proposer fails to submit the scanned and/or the physical proposal security, in the City's sole discretion, the City may allow the proposer to furnish the proposal security within 3 days of written notice of deficiency.

Successful Proposer: The Proposal Security of the Successful Proposer will be retained until such Proposer has executed the Contract and furnished the required insurance, payment and performance bonds, whereupon the Proposal Security will be returned. If the Successful Proposer fails to execute and deliver the Contract and furnish the required insurance and bonds within fifteen (15) calendar days of the Notice of Award, CITY may annul the Notice of Award and the entire sum of the Proposal Security shall be forfeited.



Three Lowest Proposers: The Proposal Security of the three (3) lowest Proposers will be returned within seven (7) calendar days after CITY and the Successful Proposer have executed the written Contract or if no such written Contract is executed within ninety (90) calendar days after the date of the Proposal opening, upon the demand of any Proposer at any time thereafter, provided that the Proposer has not been notified of the acceptance of their Proposal.

All Other Proposers: Proposal Security of all other Proposer will be returned within seven (7) calendar days after the proposal opening.

4.2 PAYMENT AND PERFORMANCE BONDS

Payment and Performance Bond Amount:

Yes No

Payment and Performance Bonds shall not be required for this project.

Yes No

Regardless of the awarded contract amount, two (2) separate bonds (Payment and Performance Bonds) are required, and both must be approved by the City. The penal sum stated in each bond shall be 100% of the contract price.

Yes No

In the event that the awarded contract exceeds \$200,000, two (2) separate bonds (Payment & Performance Bonds) are required, and both must be approved by the City. The penal sum stated in each bond shall be 100% of the contract price.

Note - Contingency is not to be counted in the total amount the payment and performance bonds are based on.

Coverage Period: The surety company shall only cover the period of performance /

construction and not the labor warranty nor the manufacturer's warranty periods.

Successful Proposer: Within fifteen (15) calendar days after Notice of Award and in any event prior to commencing work, the Contractor shall execute and furnish to City a performance bond and a payment bond.

Minimum Requirements of Surety: Each bond shall be written by a corporate surety, having a resident agent in the State of Florida and having been in business with a record of successful continuous operation for at least five (5) years. The surety shall hold a current certificate of authority from the Secretary of Treasury of the United States as an acceptable surety on federal bonds in accordance with United States Department of Treasury Circular No. 570. If the amount of the Bond exceeds the underwriting limitation set forth in the circular, in order to qualify, the net retention of the surety company shall not exceed the underwriting limitation in the circular and the excess risks must be protected by coinsurance, reinsurance, or other methods, in accordance with Treasury Circular 297, revised September 1, 1978 (31DFR, Section 223.10, Section 223.11). Further, the surety company shall provide City with evidence satisfactory to City, that such excess risk has been protected in an acceptable manner. The surety company shall have at least the following minimum qualification in accordance with the latest edition of A.M. Best's Insurance Guide, published by Alfred M. Best Company, Inc., Ambest Road, Oldwick, New Jersey 08858:

B+ to A+

Performance Bond: The performance bond shall be conditioned that the Contractor performs the contract in the time and manner prescribed in the contract.

Payment Bond: The payment bond shall be conditioned that the Contractor promptly make payments to all persons who supply the Contractor with labor, materials and



supplies used directly or indirectly by the Contractor in the prosecution of the work provided for in the Contract and shall provide that the surety shall pay the same in the amount not exceeding the sum provided in such bonds, together with interest at the maximum rate allowed by law; and that they shall indemnify and save harmless the City to the extent of any and all payments in connection with the carrying out of said Contract which the City may be required to make under the law.

Recordation of Bonds with the County: Pursuant to the requirements of Section 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.

4.3 TAX SAVER PROGRAM

The Contractor shall cooperate on certain projects to allow the City to avail itself of a sales tax savings program.

4.4 LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

Contractor agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State, County and City orders, statutes, ordinances, rules and regulations which may pertain to the Services required under the Agreement, including but not limited to:

A. NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

The City and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or

liabilities to the City, Contractor, or any other party (whether or not a party to that Contract) pertaining to any matter resulting from the underlying Contract.

Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

B. ACCESS BY THE GRANTEE, SUBGRANTEE, FEDERAL GRANTOR AGENCY AND COMPTROLLER GENERAL

The Contractor shall allow access by the grantee, sub grantee, Federal grantor agency and Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts and transcriptions.

C. EQUAL EMPLOYMENT OPPORTUNITY

The Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or subgrantees).

All contractors and subcontractors performing work in connection with this Contract shall provide equal opportunity for employment because of race, religion, color, age, sex, national origin, sexual preference, disability or marital status. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, 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 a conspicuous place available for employees and applicants for employment, such notices as may be required by any authority having jurisdiction over the Work setting forth the provisions of the nondiscrimination law.

D. DAVIS-BACON & RELATED ACTS

If construction, alteration or repair of public buildings or public works project is **funded or assisted under one or more Federal statute**, the Davis-Bacon prevailing wage provisions may apply to the project if any of the applicable statutes requires payment of Davis-Bacon wage rates.

The Davis-Bacon Act requires that each contract over \$2,000 to which the United States or the District of Columbia is a party for the construction, alteration, or repair of public buildings or public works shall contain a clause setting forth the minimum wages to be paid to various classes of laborers and mechanics employed under the contract. Under the provisions of the Act, contractors or their subcontractors are to pay workers employed directly upon the site of the work no less than the locally prevailing wages and fringe benefits paid on projects of a similar character.

In addition to the Davis-Bacon Act itself, Congress has added prevailing wage provisions to approximately 60 statutes which assist construction projects through grants, loans, loan guarantees, and insurance. These "related Acts" involve construction in such areas as transportation, housing, air and water pollution reduction, and health. Davis-Bacon wage determinations are to be used in accordance with the provisions of Regulations, 29 CFR Part 1, Part 3, and Part 5.

E. COPELAND ANTI-KICKBACK ACT

(1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA or other administering Federal agency 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 contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

F. CONTRACT WORK HOURS AND SAFETY STANDARDS

The Contractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3702-3704) as supplemented by Department of Labor regulations (29 CFR Part 5).

G. FEDERAL CLEAN AIR AND WATER ACTS

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

H. SUSPENSION AND DEBARMENT



Non-federal entities are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR part 180. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

a. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

b. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

c. This certification is a material representation of fact relied upon by the City. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

I. ANTI-LOBBYING

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

This provision is applicable to all Federal-aid construction contracts and to all related sub-contracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or



employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

J. RECYCLED PRODUCTS / RECOVERED MATERIALS

The Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including, but not limited to, the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

K. MINORITY / WOMEN'S / LABOR SURPLUS FIRMS PARTICIPATION

In accordance with the requirements as stated in C.F.R. 200.321, the City 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.

If subcontracts are to be let, through a prime contractor, that contractor is required to take the affirmative steps listed in items (1) through (5) below to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are 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;

(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.

L. COMPLIANCE WITH STATE ENERGY POLICY AND CONSERVATION ACT

CONTRACTOR shall comply with all mandatory standards and policies relating to energy efficiency contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).



M. REPORTING & RETENTION OF RECORDS

Pursuant to 44 CFR 13.36(i)(7), CONTRACTOR shall comply with federal requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41, if applicable. Furthermore, both parties shall provide the U.S. Department of Housing and Urban Development, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representative access to any books, documents, papers, and records of CONTRACTOR which are directly pertinent to this contract for the purpose of making audits, examinations, excerpts, and transcriptions. Also, both Parties agree to provide FEMA Administrator or his authorized representative access to construction or other work sites pertaining to the work being completed under the Agreement. Notwithstanding any other requirement set forth in this solicitation or the resulting agreement, all required records shall be retained for at minimum three (3) years after final payments and all other pending matters are closed.

N. RIGHTS TO INVENTIONS

CONTRACTOR agrees that if this Agreement results in any copyrightable materials or inventions, the Federal Government reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use the copyright of said materials or inventions for Federal Government purposes.

O. NO OBLIGATION BY THE FEDERAL GOVERNMENT

The federal government is not a party to this contract and is not subject to any obligations or liabilities to the non-federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

P. DHS SEAL, LOGO, AND FLAGS

CONTRACTOR shall not use DHS(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific federal pre-approval.

Q. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that federal financial assistance will be used to fund the Agreement only. CONTRACTOR will comply with all applicable federal law, regulations, executive orders, policies, procedures, and directives.

R. FRAUDULENT STATEMENTS

CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 applies to CONTRACTOR's actions pertaining to this Agreement.

S. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

(1) Prohibitions. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

Unless an exception applies, the CONTRACTOR and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

(i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of



any system, or as critical technology of any system; (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(2) **Exceptions.** This Section does not prohibit CONTRACTOR from providing: (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles. By necessary implication and regulation, the prohibitions also do not apply to: (i) Covered telecommunications equipment or services that: i. Are not used as a substantial or essential component of any system; and ii. Are not used as critical technology of any system. (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(3) **Reporting requirement.** In the event CONTRACTOR identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the

information required of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

The CONTRACTOR shall report the following information: (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended. (ii) Within ten (10) business days of submitting the information required of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services. The CONTRACTOR shall insert the substance of this clause, including this in all subcontracts and other contractual instruments.

T. DOMESTIC PREFERENCE FOR PROCUREMENTS

As appropriate, and to the extent consistent with law, the CONTRACTOR should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: 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. Manufactured products mean 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.

U. LICENSE AND DELIVERY OF WORKS SUBJECT TO COPYRIGHT AND DATA RIGHTS

If applicable, the CONTRACTOR grants to CITY, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, CONTRACTOR will identify such data and grant to the CITY or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, CONTRACTOR will deliver to the CONTRACTOR data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by CONTRACTOR.

V. PERSONALLY IDENTIFIABLE INFORMATION

In accordance with 2 C.F.R. §200.303, regarding internal controls of a non-Federal entity, CONTRACTOR must guarantee the protection of all Personally Identifiable Information (PII) obtained. The program will

enact necessary measures to ensure PII of all applicants is safeguarded as to avoid release of private information. If a CONTRACTOR or employee should experience any loss or potential loss of PII, the CITY shall be notified immediately of the breach or potential breach.

W. RIGHTS IN DATA

Except if otherwise agreed to in writing, the CITY shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials and documents discovered or produced by CONTRACTOR pursuant to the terms of this solicitation, including but not limited to reports, memoranda or letters concerning the research and reporting tasks required.

X. INSPECTION AND ACCEPTANCE

(a) The CITY has the right to review, require correction, if necessary, and accept the work products produced by the CONTRACTOR. Such review(s) shall be carried out within thirty (30) days so as to not impede the work of the CONTRACTOR. Any product of work shall be deemed accepted as submitted if the CITY does not issue written comments and/or required corrections within thirty (30) days from the date of receipt of such product from the CONTRACTOR.

(b) The CONTRACTOR shall make any required corrections promptly at no additional charge and return a revised copy of the product to the CITY within seven (7) days of notification or a later date if extended by the CITY.

(c) Failure by the CONTRACTOR to proceed with reasonable promptness to make necessary corrections shall be a default. If the CONTRACTOR's submission of corrected work remains unacceptable, the CITY may terminate the resulting contract (or the task order involved) or reduce the



contract price or cost to reflect the reduced value of services received.

Y. DOCUMENTATION OF COSTS

All costs shall be supported by properly executed payrolls, time records, invoices, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents, pertaining in whole or in part to the Agreement, shall be clearly identified and regularly accessible.

Z. DRUG FREE WORKPLACE

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 USC 701 et seq.), 7 CFR Part 3017, Subpart F, Section 3017-600, Purpose. The January 31, 1989, regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691).

**AA. ADMINISTRATIVE,
CONTRACTUAL OR LEGAL
REMEDIES**

If the Contractor fails to perform to the City's satisfaction any material requirement of the contract or is in violation of a material provision of the contract, the City shall provide written notice to the Contractor requesting that the breach or noncompliance be remedied within a set time frame outlined in the contract. Such provisions protect the Federal/State sponsor's interests and ensure the Contractor is fully aware of its responsibilities, as well as the remedies that will be available to the City and Federal/State sponsor for nonperformance. "Nonperformance" by the Contractor is any failure to follow the terms of the contract.

BB. PROHIBITIONS OF GRATUITIES

By submission of a bid, the Contractor certifies that no employee of the Contractor has or shall benefit financially or materially from such bid or resulting contract. Any resulting contract issued as a result of this solicitation may be terminated at such time as it is determined that gratuities of any kind were either offered or received by any of the aforementioned persons.



City of Pembroke Pines

NON-COLLUSIVE AFFIDAVIT

BIDDER is the

_____,
(Owner, Partner, Officer, Representative or Agent)

BIDDER is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

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

Neither the said BIDDER nor any of its officers, partners, owners, agents, representative, employees or parties in interest, including this affidavit, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other BIDDER, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communications, or conference with any BIDDER, firm, or person to fix the price or prices in the attached Bid or any other BIDDER, or to fix any overhead, profit, or cost element of the Bid Price or the Bid Price of any other BIDDER, or to secure through any collusion conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Contract;

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

Printed Name/Signature _____

Title _____

Name of Company _____

ACORD CERTIFICATE OF LIABILITY INSURANCE

Exhibit "A"
DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

YOUR COMPANY NAME HERE

INSURER A:
INSURER B,
INSURER C,
INSURER D,
INSURER E,

Companies providing coverage

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> policy <input type="checkbox"/> project <input type="checkbox"/> loc	Must Include General Liability			EACH OCCURRENCE	\$
					FIRE DAMAGE (Any one fire)	\$
				MED EXP (Any one person)	\$	
				PERSONAL & ADV INJURY	\$	
				GENERAL AGGREGATE	\$	
				PRODUCTS - COMP/OP AGG	\$	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	SAMPLE CERTIFICATE				
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
					OTHER THAN EA ACC	\$
					AUTO ONLY: AGG	\$
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE	\$
					AGGREGATE	\$
						\$
						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS	OT-ER
					E.L. EACH ACCIDENT	\$
					E.L. DISEASE - EA EMPLOYEE	\$
					E.L. DISEASE - POLICY LIMIT	\$
	OTHER					

Certificate must contain wording similar to what appears below

"THE CERTIFICATE HOLDER IS NAMED AS ADDITIONALLY INSURED WITH REGARD TO GENERAL LIABILITY"

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCL

CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION

City of Pembroke Pines
601 City Center Way
Pembroke Pines FL 33025

City Must Be Named as Certificate Holder

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE, THE CANCELLATION MUST BE IN WRITING AND MUST BE RECEIVED BY THE INSURER AT LEAST 30 DAYS WRITTEN LEFT.

AUTHORIZED REPRESENTATIVE



City of Pembroke Pines

**CONTRACTUAL SERVICES AGREEMENT FOR
OPERATION AND MANAGEMENT OF TRANSPORTATION SERVICES
BETWEEN THE CITY OF PEMBROKE PINES
AND {---Company Name---}**

THIS IS AN AGREEMENT (“Agreement”), dated _____, by and between:

CITY OF PEMBROKE PINES, a municipal corporation of the State of Florida with a business address of **601 City Center Way, Pembroke Pines, Florida 33025** (hereinafter referred to as the "CITY")

and

{---Company Name---}, {---Corporation Type---}, as listed with the Florida Division of Corporations, authorized to do business in the State of Florida, and with a business address of {---Street1---}{---Street2---}, {---City---}, {---State/Province---} {---Postal Code---} (hereinafter referred to as the “CONTRACTOR”). CITY and CONTRACTOR may hereinafter be referred to collectively as the "Parties."

WITNESSETH:

In consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, CITY and CONTRACTOR agree as follows:

**ARTICLE 1
PREAMBLE**

In order to establish the background, context and form of reference for this Agreement, and to generally express the objectives and intentions of the respective parties herein, the following statements, representations, and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow, and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

1.1 On {---Solicitation Advertisement Date---}, the CITY advertised its notice to bidders of the CITY's desire to hire a firm to provide {---Solicitation Service Description---} as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof, for the said bid entitled:

**{---Solicitation Type Abbreviation---} # {---Solicitation Number---}
“{---Solicitation Title---}”**

1.2 On {---Bid Opening Date---}, the bids were opened at the offices of the City Clerk.



City of Pembroke Pines

1.3 On _____, the CITY Commission awarded the bid to CONTRACTOR and authorized the proper CITY officials to negotiate and enter into an agreement with CONTRACTOR to render the services more particularly described herein below.

1.4 Negotiations pertaining to the services to be performed by the CONTRACTOR were undertaken and this Agreement incorporates the results of such negotiation.

ARTICLE 2

SERVICES AND RESPONSIBILITIES

2.1 CONTRACTOR hereby agrees to perform the services for the {---**Solicitation Service Description**---}, at location address ("Property") as more particularly described in and in accordance with the CITY's "{---**Solicitation Type Abbreviation**---} # {---**Solicitation Number**---}", attached hereto and made a part hereof as **Exhibit "A"**, CONTRACTOR's response thereto, attached hereto and made a part hereof as **Exhibit "B"**. CONTRACTOR agrees to perform all services required pursuant to this Agreement, the Sealed Bid Package, Addenda to this Agreement, and Commission award complete with proposal form.

2.2 CONTRACTOR shall furnish all services, labor, equipment, and materials necessary and as may be required in the performance of this Agreement, except as otherwise specifically provided for herein, and all work performed under this Agreement shall be done in a professional manner.

2.3 All drivers must meet the minimum requirements set forth in **Exhibit "A"**. CONTRACTOR shall ensure that daily safety inspections are performed on each vehicle and piece of equipment utilized in the performance of this Agreement prior to use thereof. CONTRACTOR shall further ensure that all vehicles comply with the most current State of Florida Department of Education, School Bus Safety Inspection Manual, Florida Department of Highway Safety and Motor Vehicles, Florida Department of Transportation, Broward County, including the School Board, Transit Division and Areawide Council on Aging of Broward County, Inc., the Jessica Lunsford Act, when applicable.

2.4 CONTRACTOR shall maintain a full-time mechanic possessing a current and valid State of Florida School Bus Safety Inspection Certificate. A copy of the mechanics Safety Inspection Certificate shall be furnished to CITY upon request.

2.5 CONTRACTOR shall, in addition to the Senior and Community transportation services, provide student transportation services for elementary, middle, and high school students in accordance with this Agreement. Door-to-door pickup service may be required in response to CITY's request. Transportation may also be required for other events. Rider safety is of paramount importance in the performance of all CONTRACTOR's transportation services through the term of this Agreement.

2.6 With regards to the Student Transportation Services. CONTRACTOR shall comply with all federal, state and local governmental regulations and guidelines for transportation of



City of Pembroke Pines

passengers, including all Federal Vehicle Safety Standards and School Bus Specifications in effect the year the school bus was manufactured. CONTRACTOR shall also comply with any applicable Board of Education guidelines and regulations governing the transportation of passengers, seniors and students.

2.7 CONTRACTOR hereby represents to CITY, with full knowledge that CITY is relying upon these representations when entering into this Agreement with CONTRACTOR, that CONTRACTOR has the professional expertise, experience and manpower to perform the services to be provided by CONTRACTOR pursuant to the terms of this Agreement. CONTRACTOR assumes professional and technical responsibility for performance of its services to be provided hereunder in accordance with recognized professional standards.

2.8 CONTRACTOR hereby represents to CITY that CONTRACTOR is properly licensed by the applicable federal, state, and local agencies to provide the services under this Agreement. Furthermore, CONTRACTOR agrees to maintain such licenses during the term of this Agreement. If CONTRACTOR's license is revoked, suspended, or terminated for any reason by any governmental agency, CONTRACTOR shall notify the CITY immediately.

2.9 CONTRACTOR shall comply with any and all Federal, State, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to CONTRACTOR, its employees, agents or subcontractors, if any, with respect to the work and services described herein. A violation of any federal, state, or local law or regulation may be cause for breach, allowing the CITY to terminate this Agreement.

2.10 The CITY vehicle inventory is provided in **Exhibit "A"**, which is attached hereto and made a part hereof. This inventory may increase or decrease in the future due to fleet changes. CONTRACTOR shall maintain a sufficient vehicle inventory to perform the services provided in this Agreement at all times, and for this reason shall notify CITY within five (5) business days of any changes in the vehicle inventory. The vehicle inventory list within **Exhibit "A"** shall contain the following information on each vehicle:

- Year of Manufacture
- Model
- Make
- Vehicle Identification Number (VIN)
- Bus Number
- Capacity
- Most Recent Inspection Date
- Whether Vehicle is Wheelchair-Lift Accessible or Not

2.9 CONTRACTOR shall gain prior written approval from the CITY prior to engaging any subconsultants, subcontractors, or other professional associates to perform in connection with this Agreement. Any subcontract with a subcontractor or subconsultant shall afford to the CONTRACTOR rights against the subcontractor or subconsultant which correspond to those rights afforded to the CITY against the CONTRACTOR herein, including but not limited to those rights of



City of Pembroke Pines

termination as set forth herein. No reimbursement shall be made to the CONTRACTOR for any subconsultants that have not been previously approved by the CITY for use by the CONTRACTOR.

ARTICLE 3 **TERM AND TERMINATION**

3.1 CONTRACTOR shall perform the **Operation and Management of Transportation Services** as identified in **Exhibit "A"** attached hereto and made part hereof, for an initial {---Initial Contract Length---} period commencing on «Commencement_Date» and ending on «Expiration_Date».

3.2 This Agreement may be renewed for {---Renewal Terms---} upon mutual consent of the Parties, evidenced by a written amendment to this Agreement extending the term thereof.

3.3 **Post Contractual Obligations.** In the event that the term of this agreement expires, the CONTRACTOR agrees to continue providing services, at the current rates, on a month-to-month basis until the CITY establishes a new contract for services.

3.4 **Termination for Convenience.** This Agreement may be terminated by CITY for convenience, upon providing {---Termination for Convenience---} of written notice to CONTRACTOR for such termination in which event CONTRACTOR shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that CONTRACTOR abandons this Agreement or causes it to be terminated, CONTRACTOR shall indemnify CITY against loss pertaining to this termination.

3.5 **Default by CONTRACTOR.** In addition to all other remedies available to CITY, this Agreement shall be subject to cancellation by CITY for cause, should CONTRACTOR neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of **thirty (30) calendar days** after receipt by CONTRACTOR of written notice of such neglect or failure.

ARTICLE 4 **COMPENSATION AND METHOD OF PAYMENT**

4.1 The CITY shall make monthly payments to CONTRACTOR for services performed in accordance with **Exhibit "A"** and correctly invoiced.

4.2 All payments shall be governed by the Local Government Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes.

4.3 **Method of Billing and Payment.** The CITY shall within thirty (30) calendar days, from the date the CITY approves the Application for Payment, pay the CONTRACTOR the amount approved by the CITY Administration.

Payment will be made to CONTRACTOR at:



{---Company Name---}
 {---Payment Street 1---}, {---Payment Street 2---}
 {---Payment City---}, {---Payment State/Province---} {---Payment Postal Code--}

ARTICLE 5
CHANGES IN SCOPE OF WORK

5.1 CITY or CONTRACTOR may request changes that would increase, decrease, or otherwise modify the Scope of Services, as described herein. These changes may affect the monthly compensation accordingly. Such changes or additional services must be in accordance with the provisions of the Code of Ordinances of the CITY, and must be contained in a written amendment, executed by the Parties hereto, with the same formality, equality and dignity herewith prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work. In no event will the CONTRACTOR be compensated for any work which has not been described either herein or in a separate written agreement executed by the Parties hereto.

5.2 While requesting changes that would increase, decrease, or otherwise modify the scope of services CONTRACTOR shall continue work, however, in no event will CONTRACTOR be compensated for any work that has not been described either herein, in a purchase order, or separate written agreement executed by the parties hereto.

ARTICLE 6
RESERVED

ARTICLE 7
INDEMNIFICATION

7.1 CONTRACTOR shall indemnify and hold harmless the CITY, its officers, agents, assigns, employees, consultants, separate contractors, any of their subcontractors, and sub-subcontractors from and against claims, demands, or causes of action whatsoever, and the resulting losses, damages, costs and expenses, including but not limited to attorneys' fees, including paralegal expenses, liabilities, damages, orders, judgments, or decrees, sustained by the CITY arising out of or resulting from performance of this Agreement, the failure of CONTRACTOR to take out and maintain insurance as required under this Agreement, and any negligent act or omission of CONTRACTOR, its employees, agents, partners, principals, subcontractors, and officers. The 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 attorneys' fees which may issue thereon.

7.2 Upon completion of all services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive indefinitely.



7.3 CITY reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of CONTRACTOR.

7.4 CONTRACTOR shall be liable for any accident, loss, injury or damages to persons and/or property arising out of and/or resulting from CONTRACTOR's performance of the work required by this Agreement.

7.5 Nothing contained herein is intended nor shall be construed to waive CITY's rights and immunities under the common law or Section 768.28, Florida Statutes, as may be amended from time to time.

ARTICLE 8 **INSURANCE**

8.1 CONTRACTOR expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the 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 required.

8.2 CONTRACTOR AND ALL SUBCONTRACTORS, SHALL NOT BE ALLOWED TO commence work under this AGREEMENT until the Contractor has obtained all insurance required by this Insurance Section, including the purchase of a Policy of Insurance naming the City of Pembroke Pines as an Additional Named Insured, which Insurance Policy and its terms must be agreed to and approved in writing by the Risk Manager for the City of Pembroke Pines, nor shall any SUBCONTRACTOR be allowed to commence work under this AGREEMENT until the SUBCONTRACTOR complies with the Insurance requirements required by this Insurance Section, including the duty to purchase a Policy of Insurance which names the City of Pembroke Pines as an Additional Named Insured, which Insurance Policy and its terms are agreed to and approved in writing by the Risk Manager for the City of Pembroke Pines.

8.3 Certificates of Insurance, reflecting evidence of the required insurance, shall be filed with the CITY's Risk Manager prior to the commencement of this Agreement. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. The insurance company shall be rated no less than "A" as to management (B" + is acceptable for Workers Compensation insurance), and no less than "Class VI" as to financial strength according to the latest edition of Best's Insurance Guide published by A.M. Best Company.

8.4 Certificates of Insurance shall provide for thirty (30) calendar days' prior written notice to the CITY in case of cancellation or material changes in the policy limits or coverage states. If the carrier cannot provide thirty (30) calendar days' notice of cancellation, either the CONTRACTOR or their Insurance Broker must agree to provide notice.



8.5 Insurance shall be in force until all obligations required to be fulfilled under the terms of the Agreement are satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, the CONTRACTOR shall furnish, at least forty-five (45) calendar days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The CONTRACTOR shall neither commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. CONTRACTOR shall be liable to CITY for any lapses in service resulting from a gap in insurance coverage.

8.6 REQUIRED INSURANCE

CONTRACTOR shall be required to obtain all applicable insurance coverage, as indicated below, prior to commencing any work pursuant to this Agreement:

Yes No

✓ 8.6.1 Comprehensive General Liability Insurance written on an occurrence basis including, but not limited to: coverage for bodily injury and property damage, personal & advertising injury, products & completed operations, and contractual liability. Coverage must be written on an occurrence basis, with limits of liability no less than:

1. Each Occurrence Limit - \$1,000,000
2. Fire Damage Limit (Damage to rented premises) - \$100,000
3. Personal & Advertising Injury Limit - \$1,000,000
4. General Aggregate Limit - \$2,000,000
5. Products & Completed Operations Aggregate Limit - \$2,000,000

Products & Completed Operations Coverage shall be maintained for the later of three (3) years after the delivery of goods/services or final payment under the Agreement. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

✓ 8.6.2 Workers' Compensation and Employers' Liability Insurance covering all employees, and/or volunteers of the CONTRACTOR engaged in the performance of the scope of work associated with this Agreement. In the case any work is sublet, the CONTRACTOR shall require the subcontractors similarly to provide Workers' Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. Coverage for the CONTRACTOR and all subcontractors shall be in accordance with applicable state and/or federal laws that may apply to Workers' Compensation Insurance with limits of liability no less than:

1. Workers' Compensation: Coverage A – Statutory
2. Employers Liability: Coverage B \$500,000 Each Accident
\$500,000 Disease – Policy Limit
\$500,000 Disease – Each Employee



If CONTRACTOR claims to be exempt from this requirement, CONTRACTOR shall provide CITY proof of such exemption for CITY to exempt CONTRACTOR.

Yes No

8.6.3 Comprehensive Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the performance of work under this Agreement, with a combined single limit of liability for bodily injury and property damage no less than:

1. Any Auto (Symbol 1)
Combined Single Limit (Each Accident) - \$3,000,000
2. Hired Autos (Symbol 8)
Combined Single Limit (Each Accident) - \$3,000,000
3. Non-Owned Autos (Symbol 9)
Combined Single Limit (Each Accident) - \$3,000,000

If work under this Agreement includes transportation of hazardous materials, policy shall include pollution liability coverage equivalent to that provided by the latest version of the ISO pollution liability broadened endorsement for auto and the latest version of the ISO Motor Carrier Act endorsement, equivalents or broader language.

Yes No

8.6.3.1 If CONTRACTOR requests reduced limits under a Personal Auto Liability Policy and it is agreed to by the CITY, coverage shall include Bodily Injury limits of \$100,000 per person/\$300,000 per occurrence and Property Damage limits of \$300,000 per occurrence.

Yes No

8.6.4 Umbrella/Excess Liability Insurance in the amount of \$_____ as determined appropriate by the CITY depending on the type of job and exposures contemplated. Coverage must be follow form of the General Liability, Auto Liability and Employer's Liability. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment pursuant to this Agreement. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

8.6.5 Professional Liability/Errors & Omissions Insurance with a limit of liability no less than \$1,000,000 per wrongful or negligent act. This coverage shall be maintained for a period of no less than three (3) years after the delivery of goods/services final payment pursuant to this Agreement. Retroactive date, if any, to be no later than the first calendar day of service to the CITY.

Yes No

8.6.6 Environmental/Pollution Liability insurance shall be required with a limit of no less than \$1,000,000 per wrongful act. Coverage shall include: CONTRACTOR's completed operations, sudden, accidental and gradual pollution conditions. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment pursuant to this Agreement. Retroactive date, if any, to be no later than the first calendar day of service to the CITY. **The City of Pembroke Pines**



must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

Yes No

8.6.7 Cyber Liability including Network Security and Privacy Liability with a limit of liability no less than \$1,000,000 per loss. Coverage shall include liability arising from: theft, dissemination and/or use of confidential information stored or transmitted in electronic form, unauthorized access to, use of, or tampering with computer systems, including hacker attacks or inability of an authorized third party to gain access to your services, including denial of service, and the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network, or similar computer-related property and the data, software and programs thereon. If vendor is collecting credit card information, it shall cover all PCI breach expenses. Coverage is to include the various state monitoring and state required remediation as well as meet the various state notification requirements. This coverage shall be maintained for a period of no less than the later of three (3) years after delivery of goods/services or final payment of the Agreement. Retroactive date, if any, to be no later than the first calendar day of service to the CITY. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

8.6.8 Crime Coverage shall include employee dishonesty, forgery or alteration, and computer fraud in an amount of no less than \$1,000,000 per loss. If CONTRACTOR is physically located on CITY's premises, a third-party fidelity coverage extension shall apply.

Yes No

8.6.9 Garage Liability & Garage-keepers Legal Liability for those that manage parking lots for the CITY or service CITY vehicles. Coverage must be written on an occurrence basis, with limits of liability no less than \$1,000,000 per Occurrence, including products & completed operations. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment of this Agreement. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

8.6.10 Liquor Liability for those in the business of selling, serving or furnishing of any alcoholic beverages, whether licensed or not, shall carry a limit of liability of no less than \$1,000,000 per occurrence. Coverage shall be maintained for the later of three (3) years after the delivery of goods/services or final payment under the Agreement. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

8.6.11 Sexual Abuse & Molestation for any agreement involving a vulnerable population. Limits shall be no less than \$500,000 per occurrence. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services



or final payment of this Agreement. Retroactive date, if any, to be no later than the first calendar day of service to the CITY. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

 ✕

8.6.12 Builder's Risk Insurance shall be "All Risk" for one hundred percent (100%) of the completed value of the project that is the subject of this Agreement with a deductible of not more than five percent (5%) for Named Windstorm and \$20,000 per claim for all other perils. The Builder's Risk Insurance shall include interests of the CITY, the CONTRACTOR and subcontractors of the project. The CONTRACTOR shall include a separate line item for all costs associated with the Builder's Risk Insurance Coverage for the project. The CITY reserves the right at its sole discretion to utilize the CONTRACTOR's Builder's Risk Insurance or for the CITY to purchase its own Builder's Risk Insurance for the Project. Prior to the CONTRACTOR purchasing the Builder's Risk insurance for the project, the CONTRACTOR shall allow the CITY the opportunity to analyze the CONTRACTOR's coverage and determine who shall purchase the coverage. Should the CITY utilize the CONTRACTOR's Builder's Risk Insurance, the CONTRACTOR shall be responsible for all deductibles. If the CITY chooses to purchase the Builder's Risk Coverage on the project, the CONTRACTOR shall provide the CITY with a change order deduct for all premiums and costs associated with the Builder's Risk insurance in their schedule. Should the CITY choose to utilize the CITY's Builder's Risk Program, the CITY shall be responsible for the Named Windstorm Deductible and the CONTRACTOR shall be responsible for the All Other Perils Deductible.

If and when 100% is not available or reasonable, the CITY Risk Manager is to make the determination as to what limits are appropriate for the given project.

Yes No

 ✕

8.6.13 Other Insurance

8.7 REQUIRED ENDORSEMENTS

8.7.1 The City of Pembroke Pines shall be named as an Additional Insured on each of the Liability Policies required herein.

8.7.2 Waiver of all Rights of Subrogation against the CITY.

8.7.3 Thirty (30) calendar day Notice of Cancellation or Non-Renewal to the CITY.

8.7.4 CONTRACTOR's policies shall be Primary & Non-Contributory.

8.7.5 All policies shall contain a "severability of interest" or "cross liability" clause without obligation for premium payment of the CITY.

8.7.6 The City of Pembroke Pines shall be named as a Loss Payee on all Property and/or Inland Marine Policies as their interest may appear.

8.8 Any and all insurance required of the CONTRACTOR pursuant to this Agreement must also be required by any subcontractor in the same limits and with all requirements as provided herein, including naming the CITY as an additional insured, in any work that is subcontracted unless such subcontractor is covered by the protection afforded by the CONTRACTOR and provided proof of



such coverage is provided to CITY. The CONTRACTOR and any subcontractors shall maintain such policies during the term of this Agreement.

8.9 The CITY reserves the right to require any other additional types of insurance coverage and/or higher limits of liability it deems necessary based on the nature of work being performed under this Agreement.

8.10 The insurance requirements specified in this Agreement are minimum requirements and in no way reduce any liability the CONTRACTOR has assumed in the indemnification/hold harmless section(s) of this Agreement.

ARTICLE 9 **NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT**

During the performance of the Agreement, neither the CONTRACTOR nor any subcontractors shall discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. CONTRACTOR will take affirmative action to ensure that employees are treated during employment, without regard to their race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. CONTRACTOR shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. CONTRACTOR further agrees that CONTRACTOR will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

ARTICLE 10 **INDEPENDENT CONTRACTOR**

This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the CONTRACTOR is an independent contractor under this Agreement and not the CITY's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. The CONTRACTOR shall retain sole and absolute discretion in the judgment of the manner and means of carrying out CONTRACTOR's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of CONTRACTOR, which policies of CONTRACTOR shall not conflict with CITY, State, Federal, or United States policies, rules or regulations relating to the use of CONTRACTOR's funds provided for herein. The CONTRACTOR agrees that it is a separate and independent enterprise from the CITY, that it has full opportunity to find other business, that it has made its own investment in its business,



City of Pembroke Pines

and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the CONTRACTOR and the CITY and the CITY will not be liable for any obligation incurred by CONTRACTOR, including but not limited to unpaid minimum wages and/or overtime premiums.

ARTICLE 11
AGREEMENT SUBJECT TO FUNDING

This agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Pembroke Pines in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

ARTICLE 12
UNCONTROLLABLE FORCES

12.1 Neither CITY nor CONTRACTOR shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, pandemic, acts of God, war, riot, civil disturbance, sabotage, and governmental actions.

12.2 Neither party shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

ARTICLE 13
GOVERNING LAW AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida as now and hereafter in force. The venue for any and all actions or claims arising out of or related to this Agreement shall be in Broward County, Florida.

ARTICLE 14
SIGNATORY AUTHORITY

CONTRACTOR shall provide CITY with copies of requisite documentation evidencing that the signatory for CONTRACTOR has the authority to enter into this Agreement.



ARTICLE 15

DEFAULT OF CONTRACT & REMEDIES

15.1 **Damages.** CITY reserves the right to recover any ascertainable actual damages incurred as a result of the failure of CONTRACTOR to perform in accordance with the requirements of this Agreement, or for losses sustained by CITY resultant from CONTRACTOR's failure to perform in accordance with the requirements of this Agreement.

15.2 **Correction of Work.** If, in the judgment of CITY, work provided by CONTRACTOR does not conform to the requirements of this Agreement, CITY reserves the right to require that CONTRACTOR correct all deficiencies in the work to bring the work into conformance without additional cost to CITY, and / or replace any personnel who fail to perform in accordance with the requirements of this Agreement. CITY shall be the sole judge of non-conformance.

15.3 **Default of Contract.** The occurrence of any one or more of the following events shall constitute a default and breach of this Agreement by CONTRACTOR:

15.3.1 The abandonment, unnecessary delay, refusal of, or failure to comply with any of the terms of this Agreement or neglect, or refusal to comply with the instructions of the CITY Administrators relative thereto.

15.3.2. The failure by CONTRACTOR to observe or perform any of the terms, covenants, or conditions of this Agreement to be observed or performed by CONTRACTOR, where such failure shall continue for a period of seven (7) calendar days after written notice thereof by CITY to CONTRACTOR; provided, however, that if the nature of CONTRACTOR's default is such that more than seven (7) calendar days are reasonably required for its cure, then CONTRACTOR shall not be deemed to be in default if CONTRACTOR commences such cure within said seven (7) calendar day period and thereafter diligently prosecutes such cure to completion.

15.3.3. The assignment and/or transfer of this Agreement or execution or attachment thereon by CONTRACTOR or any other party in a manner not expressly permitted hereunder.

15.3.4. The making by CONTRACTOR of any general assignment or general arrangement for the benefit of creditors, or the filing by or against CONTRACTOR of a petition to have CONTRACTOR adjudged a bankruptcy, or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against CONTRACTOR, the same is dismissed within sixty (60) calendar days); or the appointment of a trustee or a receiver to take possession of substantially all of CONTRACTOR's assets, or for CONTRACTOR's interest in this Agreement, where possession is not restored to CONTRACTOR within thirty (30) calendar days; for attachment, execution or other judicial seizure of substantially all of CONTRACTOR's assets, or for CONTRACTOR's interest in this Agreement, where such seizure is not discharged within thirty (30) calendar days.



City of Pembroke Pines

15.4 **Remedies in Default.** In case of default by CONTRACTOR, CITY shall notify CONTRACTOR, in writing, of such abandonment, delay, refusal, failure, neglect, or default and direct CONTRACTOR to comply with all provisions of this Agreement. A copy of such written notice shall be mailed to the Surety on the Performance Bond, if applicable. If the abandonment, delay, refusal, failure, neglect or default is not cured within seven (7) calendar days of when notice was sent by CITY, CITY may declare a default of the Agreement and notify CONTRACTOR of such declaration of default and terminate the Agreement. The Surety on the Performance Bond shall within ten (10) days of such declaration of default, rectify or cause to be rectified any mismanagement or breach of service in the Agreement and assume the work of CONTRACTOR and proceed to perform services under the Agreement, at its own cost and expense.

15.4.1. Upon such declaration of default, all payments remaining due CONTRACTOR at the time of default, less all sums due CITY for damages suffered, or expenses incurred by reason of default, shall be due and payable to Surety. Thereafter the Surety shall receive monthly payments equal to those that would have been paid by the CONTRACTOR had the CONTRACTOR continued to perform the services under the Agreement.

15.4.2. CITY may complete the Agreement, or any part thereof, either by day labor or re-letting a contract for the same, and procure the equipment and the facilities necessary for the completion of the Agreement, and charge the cost of same to CONTRACTOR and/or the Surety together with the costs incident thereto to such default.

15.4.3. In the event CITY completes the Agreement at a lesser cost than would have been payable to CONTRACTOR under this Agreement, if the same had been fulfilled by CONTRACTOR, CITY shall retain such differences. Should such cost to CITY be greater, CONTRACTOR shall pay the amount of such excess to the CITY.

15.4.4 Notwithstanding the other provisions in this Article, CITY reserves the right to terminate the Agreement at any time, whenever the service provided by CONTRACTOR fails to meet reasonable standards of the trade after CITY gives written notice to the CONTRACTOR of the deficiencies as set forth in the written notice within fourteen calendar (14) calendar days of the receipt by CONTRACTOR of such notice from CITY.

ARTICLE 16 **BANKRUPTCY**

It is agreed that if CONTRACTOR is adjudged bankrupt, either voluntarily or involuntarily, then this Agreement shall terminate effective on the date and at the time the bankruptcy petition is filed.

ARTICLE 17 **MERGER; AMENDMENT**

This Agreement constitutes the entire Agreement between CONTRACTOR and CITY, and all negotiations and oral understandings between the Parties are merged herein. This Agreement can



be supplemented or amended only by a written document executed by both CONTRACTOR and CITY with the same formality and equal dignity herewith.

ARTICLE 18 **DISPUTE RESOLUTION**

In the event that a dispute, if any, arises between CITY and CONTRACTOR relating to this Agreement, performance or compensation hereunder, CONTRACTOR shall continue to render service in full compliance with all terms and conditions of this Agreement as interpreted by CITY regardless of such dispute. CONTRACTOR expressly recognizes the paramount right and duty of CITY to provide adequate maintenance of CITY's Property, and further agrees, in consideration for the execution of this Agreement, that in the event of such a dispute, if any, it will not seek injunctive relief in any court, but will negotiate with CITY for an adjustment on the matter or matters in dispute and, upon failure of said negotiations to resolve the dispute, may present the matter to a court of competent jurisdiction in an appropriate suit therefore instituted by it or by CITY.

ARTICLE 19 **PUBLIC RECORDS**

19.1 The City of Pembroke Pines is public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

19.1.1 Keep and maintain public records required by the CITY to perform the service;

19.1.2 Upon request from the CITY's custodian of public records, provide the CITY 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 Chapter 119, Florida Statutes, or as otherwise provided by law;

19.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, CONTRACTOR shall destroy all copies of such confidential and exempt records remaining in its possession after the CONTRACTOR transfers the records in its possession to the CITY; and

19.1.4 Upon completion of the contract, CONTRACTOR shall transfer to the CITY, at no cost to the CITY, all public records in CONTRACTOR's possession. All records stored electronically by the CONTRACTOR must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

19.2 The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the CITY shall enforce the Default in accordance with the provisions set forth herein.



City of Pembroke Pines

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

**CITY CLERK
601 CITY CENTER WAY, 4th FLOOR
PEMBROKE PINES, FL 33025
(954) 450-1050
mgraham@ppines.com**

**ARTICLE 20
SCRUTINIZED COMPANIES**

20.1 CONTRACTOR, its 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 with Syria. In accordance with Section 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 any agency or local governmental entity for goods or services of:

20.1.1 Any amount if, at the time 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 Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

20.1.2 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:

20.1.2.1 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 Section 215.473, Florida Statutes; or

20.1.2.2 Is engaged in business operations in Syria.

**ARTICLE 21
EQUAL BENEFITS FOR EMPLOYEES**

21.1 CONTRACTOR certifies that it is aware of the requirements of Section 35.39 of the CITY's Code of Ordinances and certifies that it is aware of the requirements of Section 35.39 of the CITY's Code of Ordinances and certifies that (**check only one box below**):

*City of Pembroke Pines*

- CONTRACTOR currently complies with the requirements of Section 35.39 of the CITY's Code of Ordinances; or
- CONTRACTOR will comply with the conditions of Section 35.39 of the CITY's Code of Ordinances; or
- CONTRACTOR will not comply with the conditions of Section 35.39 of the CITY's Code of Ordinances; or
- CONTRACTOR does not comply with the conditions of Section 35.39 of the CITY's Code of Ordinances because of the following allowable exemption (**check only box below**):
 - CONTRACTOR does not provide benefits to employees' spouses in traditional marriages; or
 - CONTRACTOR provides an employee the cash equivalent of benefits because CONTRACTOR is unable to provide benefits to employees' Domestic Partners or spouses despite making reasonable efforts to provide them. To meet this exception, CONTRACTOR shall provide a notarized affidavit that it has made reasonable efforts to provide such benefits. The affidavit shall state the efforts taken to provide such benefits and the amount of the cash equivalent. Case equivalent means the amount of money paid to an employee with a Domestic Partner or spouse rather than providing benefits to the employee's Domestic Partner or spouse. The case equivalent is equal to the employer's direct expense of providing benefits to an employee's spouse; or
 - CONTRACTOR is a religious organization, association, society, or any non-profit charitable or educational institution or organization operated, supervised, or controlled by or in conjunction with a religious organization, association, or society; or
 - CONTRACTOR is a governmental agency.

21.2 Except where federal or state law mandates to the contrary, a contractor awarded a contract pursuant to a competitive solicitation shall provide benefits to Domestic Partners and spouses of its employees, irrespective of gender, on the same basis as it provides benefits to employees' spouses in traditional marriages.

21.3 CONTRACTOR shall provide the City Manager and his/her designee, access to its records for the purpose of audits and/or investigations to ascertain compliance with the provisions of this Article, and upon request shall provide evidence that the CONTRACTOR is in compliance with the provisions of this Article upon the renewal of this AGREEMENT or when the City Manager or his/her designee receives a complaint or has reason to believe CONTRACTOR may not be in compliance with the provisions of this Article. Records shall include but not be limited to providing the City Manager and his/her designee with certified copies of CONTRACTOR's records pertaining to its benefits policies and its employment policies and practices.



21.4 CONTRACTOR must conspicuously make available to all employees and applicants for employment the following statement:

“During the performance of a contract with the City of Pembroke Pines, Florida, the CONTRACTOR will provide Equal Benefits to its employees with spouses, as defined by Section 35.39 of the City of Pembroke Pines Code of Ordinances, and its employees with Domestic Partners and all Married Couples”.

If CONTRACTOR has questions regarding the application of Section 35.39 of the City of Pembroke Pines Code of Ordinances to CONTRACTOR’s duties pursuant to this Agreement, contact Human Resources at (954) 954-392-2092 or drotstein@ppines.com.

21.5 By executing this Agreement, CONTRACTOR certifies that it agrees to comply with the above and Section 35.39 of the City of Pembroke Pines Code of Ordinances, as may be amended from time to time.

ARTICLE 22

EMPLOYMENT ELIGIBILITY

22.1 **E-Verify.** CONTRACTOR certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

22.1.1 Definitions for this Section.

22.1.1.1 “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.

22.1.1.2 “Contractor” includes, but is not limited to, a vendor or consultant.

22.1.1.3 “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.

22.1.1.4 “E-Verify system” means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

22.2 **Registration Requirement; Termination.** Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment



eligibility of:

22.2.1 All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and

22.2.2 All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Pembroke Pines. The Contractor acknowledges and agrees that registration and 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 Pembroke Pines; and

22.2.3 The Contractor shall 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 registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require 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 twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. 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 one (1) year after the date of termination.

ARTICLE 23

FEDERAL REQUIREMENTS

Notwithstanding anything to the contrary set forth herein, CONTRACTOR shall comply with the applicable federal requirements set forth in 2 C.F.R. Part 200, as may be applicable. In the event of any conflicts, the provisions of 2 C.F.R. Part 200 shall prevail. Any reference made to CONTRACTOR in this section shall also apply to any subcontractor under the terms of this Agreement. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses:

23.1 **Equal Employment Opportunity**. During the performance of this contract, CONTRACTOR agrees as follows:

23.1.1 CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. 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

*City of Pembroke Pines*

compensation; and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

23.1.2 CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of 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.

23.1.3 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 CONTRACTOR's legal duty to furnish information.

23.1.4 CONTRACTOR will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of CONTRACTOR's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

23.1.5 CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

23.1.6 CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

23.1.7 In the event of CONTRACTOR's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this Agreement may be canceled, terminated or suspended in whole or in part and CONTRACTOR may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24,



City of Pembroke Pines

1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

23.1.8 CONTRACTOR will include the provisions of paragraphs (23.1.1) through (23.1.8) 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, so that such provisions will be binding upon each subcontractor or vendor. CONTRACTOR will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided*, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

The CITY 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*, that if the CITY 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 CITY further 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 CITY further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, 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 CITY 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 CITY under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such CITY; and refer the case to the Department of Justice for appropriate legal proceedings.

23.2 **Davis-Bacon Act.** CONTRACTOR shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor Regulations (29 CFR Part 5). In accordance with the statute, CONTRACTOR must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by



the Secretary of Labor. In addition, CONTRACTOR must be required to pay wages not less than once a week.

23.3 **Copeland “Anti-Kickback” Act.** CONTRACTOR shall comply with the Copeland “Anti-Kickback” Act, (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). CONTRACTOR must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. CITY must report all suspected or reported violations to the Federal awarding agency.

23.4 **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701- 3708).** Where applicable, pursuant to 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5) CONTRACTOR must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.

23.4.1 **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.

23.4.2 **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (23.4.1) of this section the CONTRACTOR and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (23.4.1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (23.4.1) of this section.

23.4.3 **Withholding for unpaid wages and liquidated damages.** CITY shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by CONTRACTOR or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract



subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (23.4.2) of this section.

23.4.4 **Subcontracts.** CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (23.4.1) through (23.4.4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (23.4.1) through (23.4.4) of this section.

23.5 CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401- 7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251- 1387). CITY will report violations to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

23.5.1 **Clean Air Act.** 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. CONTRACTOR agrees to report each violation to CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

23.5.2 **Federal Water Pollution Control Act.** CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. CONTRACTOR agrees to report each violation to the CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. CONTRACTOR agrees to include these requirements in each subcontract exceeding one hundred fifty thousand dollars (\$150,000) financed in whole or in part with Federal assistance.

23.6 **Suspension and Debarment.** This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000, as such CONTRACTOR is required to verify that none of the contractor's agents, principals (defined at 2 C.F.R. § 180.995), or affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

23.6.1 CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by CITY. If it is later determined that CONTRACTOR did not comply



with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to State and CITY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

23.6.2 The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

23.7 **Byrd Anti-Lobbying Amendment, as amended (31 U.S.C. § 1352).** CONTRACTOR shall file the required certification pursuant to 31 U.S.C. 1352. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

23.8 **Compliance with State Energy Policy and Conservation Act.** CONTRACTOR shall comply with all mandatory standards and policies relating to energy efficiency contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

23.9 **Procurement of Recovered Materials.** The CITY and CONTRACTOR 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.

23.10 **Reporting.** Pursuant to 44 CFR 13.36(i)(7), CONTRACTOR shall comply with federal requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41, if applicable. Furthermore, both parties shall provide the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representative access to any books, documents, papers, and records of CONTRACTOR which are directly pertinent to this contract for the purpose of making audits, examinations, excerpts, and transcriptions. Also, both Parties agree to provide FEMA Administrator or his authorized representative access to construction or other work sites pertaining to the work being completed under the Agreement.

23.11 **Rights to Inventions.** CONTRACTOR agrees that if this Agreement results in any copyrightable materials or inventions, the Federal Government reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use the copyright of said



materials or inventions for Federal Government purposes.

23.12 **No Obligation by the Federal Government**. The federal government is not a party to this contract and is not subject to any obligations or liabilities to the non-federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

23.13 **DHS Seal, Logo, and Flags**. CONTRACTOR shall not use DHS(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific federal pre-approval.

23.14 **Compliance with Federal Law, Regulations, and Executive Orders**. This is an acknowledgement that federal financial assistance will be used to fund the Agreement only. CONTRACTOR will comply with all applicable federal law, regulations, executive orders, policies, procedures, and directives.

23.15 **Fraudulent Statements**. CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 applies to CONTRACTOR's actions pertaining to this Agreement.

23.16 **Prohibition on Contracting for Covered Telecommunications Equipment or Services**. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause.

23.16.1 **Prohibitions**.

23.16.1.1 Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

23.16.1.2 Unless an exception in paragraph 23.16.3 of this clause applies, the CONTRACTOR and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

23.16.1.2.1 Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

23.16.1.2.2 Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or



essential component of any system, or as critical technology of any system;

23.16.1.2.3 Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

23.16.1.2.4 Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

23.16.2 **Exceptions.**

23.16.2.1 This clause does not prohibit CONTRACTOR from providing: (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

23.16.2.2 By necessary implication and regulation, the prohibitions also do not apply to: (i) Covered telecommunications equipment or services that: i. Are not used as a substantial or essential component of any system; and ii. Are not used as critical technology of any system. (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

23.16.3 **Reporting requirement.**

23.16.3.1 In the event CONTRACTOR identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph 23.16.3.2 of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

23.16.3.2 The CONTRACTOR shall report the following information pursuant to paragraph 23.16.3.1 of this clause: (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known);



brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended. (ii) Within ten (10) business days of submitting the information in paragraph 23.16.3.1 of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services. The CONTRACTOR shall insert the substance of this clause, including this in all subcontracts and other contractual instruments.

23.17 **Domestic Preference for Procurements.** As appropriate, and to the extent consistent with law, the CONTRACTOR should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: *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. *Manufactured products* mean 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.

23.18 **Affirmative Socioeconomic Steps.** If subcontracts are to be let, CONTRACTOR is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

23.19 **License and Delivery of Works Subject to Copyright and Data Rights.** If applicable, the CONTRACTOR grants to CITY, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, CONTRACTOR will identify such data and grant to the CITY or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, CONTRACTOR will deliver to the CONTRACTOR data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by CONTRACTOR.

ARTICLE 24 **MISCELLANEOUS**



City of Pembroke Pines

24.1 **Ownership of Documents.** Reports, surveys, studies, and other data provided in connection with this Agreement are and shall remain the property of CITY, whether or not the project for which they are made is completed.

24.2 **Legal Representation.** It is acknowledged that each party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement, and accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both Parties.

24.3 **Records.** CONTRACTOR shall keep such records and accounts and require any and all subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which CONTRACTOR expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by CITY and shall be kept for a period of ten (10) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by CITY of any fees or expenses based upon such entries. All records shall be maintained and available for disclosure, as appropriate, in accordance with Chapter 119, Florida Statutes.

24.4 **Assignments; Amendments.** This Agreement, and any interests herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONTRACTOR without the prior written consent of CITY. For purposes of this Agreement, any change of ownership of CONTRACTOR shall constitute an assignment which requires CITY approval. However, this Agreement shall run to the benefit of CITY and its successors and assigns. It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

24.5 **No Contingent Fees.** CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

24.6 **Notice.** Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, CONTRACTOR and CITY designate the following as the respective places for giving of notice:

CITY

Charles F. Dodge, City Manager



City of Pembroke Pines

City of Pembroke Pines
601 City Center Way, 4th Floor
Pembroke Pines, Florida 33025
Telephone No. (954) 450-1040

Copy To: Samuel S. Goren, City Attorney
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308
Telephone No. (954) 771-4500
Facsimile No. (954) 771-4923

CONTRACTOR {--Primary Contact Name--}, {--Primary Contact Title--}
{--Company Name--}
{--Street1--}, {--Street2--}
{--City---}, {--State/Province--} {---Postal Code--}
E-mail: {--E-mail--}
Telephone No: {--Phone--}
Cell phone No: {--Primary Contact Cell Phone Number--}
Facsimile No: {--Fax--}

24.7 **Binding Authority**. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

24.8 **Headings**. Headings herein are for the convenience of reference only and shall not be considered in any interpretation of this Agreement.

24.9 **Exhibits**. Each exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits, if not physically attached, should be treated as part of this Agreement and are incorporated herein by reference.

24.10 **Severability**. If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

24.11 **Entire Agreement and Conflicts**. This Agreement is intended by the parties hereto to be final expression of this Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made. In the event of a conflict between this Agreement, **Exhibit "A"**, and **Exhibit "B"**, this Agreement shall prevail, followed by **Exhibit "A"**, and then **Exhibit "B"**.



24.12 **Waiver**. Failure of CITY to insist upon strict performance of any provision or condition of this Agreement, or to execute any right therein contained, shall not be construed as a waiver or relinquishment for the future of any such provision, condition, or right, but the same shall remain in full force and effect.

24.13 **Attorneys' Fees**. In the event that either party brings suit for enforcement of this Agreement, each party shall bear its own attorney's fees and court costs, except as otherwise provided under the indemnification provisions set forth herein above.

24.14 **Protection of CITY Property**. At all times during the performance of this Agreement, CONTRACTOR shall protect CITY's property from all damage whatsoever on account of the work being carried on under this Agreement.

24.15 **Counterparts and Execution**. This Agreement may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Agreement by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other party through facsimile transmission, email, or other electronic delivery.

24.16 **Compliance with Statutes**. It shall be the CONTRACTOR's responsibility to be aware of and comply with all statutes, ordinances, rules, orders, regulations and requirements of all local, City, state, and federal agencies as applicable.

24.17 **Services to be Performed at CITY Schools**. CONSULTANT shall comply with Chapter 1012, Florida Statutes, which requires Level II background screening for individuals who are vendors performing services at a Florida public school or for a public school district, if applicable.

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HAS BEEN INTENTIONALLY LEFT BLANK



City of Pembroke Pines

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

CITY:

CITY OF PEMBROKE PINES, FLORIDA

APPROVED AS TO FORM:

BY: _____

Print Name: _____
OFFICE OF THE CITY ATTORNEY

MAYOR FRANK C. ORTIS

ATTEST:

BY: _____

MARLENE D. GRAHAM, CITY CLERK

CHARLES F. DODGE, CITY MANAGER

CONTRACTOR:

{---Company Name---}

Signed By: _____

Printed Name: _____

Title: _____

July 1, 2023 – June 30, 2024

Contract JL023-10-2024

LOCAL SERVICES PROGRAM

THIS CONTRACT is entered into between the Areawide Council on Aging of Broward County, Inc., hereinafter referred to as the "Council", and **City of Pembroke Pines, Florida / Southwest Focal Point Senior Center**, hereinafter referred to as the "Contractor", and collectively referred to as the "Parties." This Contract is subject to all provisions contained in the Master Contract executed between the Council and the Contractor, and its successor, as revised or renewed from time to time, incorporated herein by reference.

WITNESSETH THAT:

WHEREAS, the Council has determined that it is in need of certain services as described herein; and **WHEREAS**, the Contractor has demonstrated that it has the requisite expertise and ability to faithfully perform such services as an independent Contractor of the Council.

NOW THEREFORE, in consideration of the services to be performed and payments to be made, together with the mutual covenants and conditions hereinafter set forth, the Parties agree as follows:

1. Purpose of Contract:

The purpose of this Contract is to provide services in accordance with the terms and conditions specified in this Contract including all attachments, forms, exhibits and references incorporated, which constitute the contract document.

2. Incorporation of Documents within the Contract:

This Contract will incorporate attachments, proposal(s), area plan(s), grant agreements, relevant Department of Elder Affairs handbooks, manuals, or desk books and Master Contract, as an integral part of the Contract, except to the extent that the Contract explicitly provides contrary. In the event of conflict in language among any of the documents referenced above, the specific provisions and requirements of the Contract document(s) shall prevail over inconsistent provisions in the proposal(s) or other general materials not specific to this Contract document and identified attachments.

3. Term of Contract:

This Contract when executed will have an effective date of July 1, 2023. It will end at midnight, Eastern Standard time on June 30, 2024.

4. Contract Amount:

The Council agrees to pay for contracted services according to the terms and conditions of this Contract in an amount not to exceed **\$216,155.00** or the rate schedule, subject to the availability of funds. Any costs or services paid for under any other contract or from any other source are not eligible for payment under this Contract.

5. Background Screening

The Contractor shall ensure that the requirements of Section 430.0402 and Chapter 435, F.S., as amended, are met regarding background screening for all persons who meet the definition of a direct service provider and who are not exempt from the State of Florida, Department of Elder Affairs' level 2 background screening pursuant to Section 430.0402(2)-(3), F.S. The Contractor must also comply with any applicable rules promulgated by the State of Florida, Department of Elder Affairs and the Agency for Health Care Administration regarding implementation of Section 430.0402 and Chapter 435, F.S.

5.1 To demonstrate compliance with this provision, Contractor shall submit Background Screening Affidavit of Compliance, ATTACHMENT IX of this Contract, annually, by January 5. Further

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information concerning the procedures for background screening is found at <https://elderaffairs.org/about-us/background-screening/>

6. Nondiscrimination-Civil Rights Compliance

6.1 The Contractor shall execute assurances as stated in the Assurances-Non-Construction Programs, ATTACHMENT VII of this Contract, that it will not discriminate against any person in the provision of services or benefits under this Contract or in employment because of age, race, religion, color, disability, national origin, marital status or sex in compliance with state and federal law and regulations. The Contractor further assures that all contractors, subcontractors, subgrantees, or others with whom it arranges to provide services or benefits in connection with any of its programs and activities are not discriminating against clients or employees because of age, race, religion, color, disability, national origin, marital status or sex.

6.2 During the term of this Contract, the Contractor shall complete and retain on file a timely, complete, and accurate Civil Rights Compliance Checklist, ATTACHMENT VIII of this Contract.

6.3 The Contractor shall establish procedures pursuant to federal law to handle complaints of discrimination involving services or benefits through this Contract. These procedures will include notifying clients, employees, and participants of the right to file a complaint with the appropriate federal or state entity.

6.4 If this Contract contains federal funds, these assurances are a condition of continued receipt of or benefit from federal financial assistance, and are binding upon the Contractor, its successors, transferees, and assignees for the period during which such assistance is provided. The Contractor further assures that all subcontractors, vendors, or others with whom it arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees in violation of the above statutes, regulations, guidelines, and standards. In the event of failure to comply, the Contractor understands that the Council may, at its discretion, seek a court order requiring compliance with the terms of this assurance or seek other appropriate judicial or administrative relief, including but not limited to, termination of and denial of further assistance.

7. Provision of Services:

The Contractor shall provide services in the manner described in ATTACHMENT I of this Contract.

8. Official Payee and Representatives (Names, Addresses, and Telephone Numbers):

a.	The Contractor name, as shown on page 1 of this Contract, and mailing address of the official payee to whom the payment will be made is:	City of Pembroke Pines, Florida / Southwest Focal Point Senior Center 301 NW 103 rd Avenue Pembroke Pines, FL 33026
b.	The name of the contact person and street address where financial and administrative records are maintained is:	Jay Shechter, Project Director City of Pembroke Pines, Florida / Southwest Focal Point Senior Center 301 NW 103 rd Avenue Pembroke Pines, FL 33026

July 1, 2023 – June 30, 2024

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c.	The name, address, and telephone number of the representative of the Contractor responsible for the administration of the program under this Contract is:	Jay Shechter, Project Director City of Pembroke Pines, Florida / Southwest Focal Point Senior Center 301 NW 103 rd Avenue Pembroke Pines, FL 33026 954-450-6888
d.	The section and location within the Council where the Request for Payment and Receipt and Expenditure forms are to be mailed or e-mailed is:	Areawide Council on Aging of Broward County, Inc. 5300 Hiatus Road, Sunrise, FL 33351 fiscal@adrebroward.org
e.	The name, address, and telephone number of the Program Specialist for the Council for this Contract is:	Ingrid Schenk Areawide Council on Aging of Broward County, Inc. 5300 Hiatus Road, Sunrise, FL 33351 (954) 745-9567
Upon change of representatives (names, addresses, telephone numbers) by either party, notice will be provided in writing to the other party and the notification attached to the originals of this Contract.		

9. All Terms and Conditions Include:

This Contract and its ATTACHMENTS I-IX, any exhibits referenced in said attachments, together with any documents incorporated by reference, contain all the terms and conditions agreed upon by the Parties. There are no provisions, terms, conditions, or obligations other than those contained herein, and this Contract shall supersede all previous communications, representations or agreements, either written or verbal between the Parties. By signing this Contract, the Parties agree that they have read and agree to the entire Contract.

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July 1, 2023 – June 30, 2024

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IN WITNESS THEREOF, the parties hereto have caused this 40 page contract to be executed by their undersigned officials as duly authorized.

CONTRACTOR:

**City of Pembroke Pines, Florida / Southwest
Focal Point Senior Center**

**Areawide Council on Aging of Broward
County, Inc.**

BOARD PRESIDENT OR AUTHORIZED
DESIGNEE

DocuSigned by:
Charles F. Dodge
47B9B6ECF0AD4AC
SIGNED BY:

Charles F. Dodge

NAME:

City Manager

TITLE:

August 9, 2023

DATE:

FEDERAL ID NUMBER: 59-0908106

FISCAL YEAR-END DATE: September 30

Approved as to Legal Form:

DocuSigned by:
Jacob Horowitz
A563A1DDEFD5417
Jacob Horowitz

Charlotte Mother-Taylor
SIGNED BY:

Charlotte Mother-Taylor
NAME:

CEO
TITLE:

8/14/23
DATE:

July 1, 2023 – June 30, 2024

Contract JL023-10-2024

ATTACHMENT I

STATEMENT OF WORK
LOCAL SERVICE PROGRAM

SECTION I: SERVICES TO BE PROVIDED

A. DEFINITIONS OF TERMS AND ACRONYMS

1. Contract Acronyms

Activities of Daily Living (ADLs)
Assessed Priority Consumer List (APCL)
Client Information and Registration Tracking System (CIRTS)
Code of Federal Regulations (CFR)
Corrective Action Plan (CAP)
Department of Elder Affairs (DOEA)
Florida Administrative Code (F.A.C)
Florida Statutes (F.S.)
Instrumental Activities of Daily Living (IADLs)
Local Services Program (LSP)
Notice of Instruction (NOI)
Planning and Service Area (PSA)
Service Provider Application (SPA)
Summary of Programs and Services (SOPS)
United States Code (U.S.C.)

2. Program Specific Terms

Department of Elder Affairs Programs and Services Handbook (DOEA Handbook). An official document of DOEA. The DOEA Handbook includes program policies, procedures, and standards applicable to agencies which are recipients of DOEA-funded programs, and providers of program-funded services. An annual update is provided through a NOI.

Functional Assessment: A comprehensive, systematic, and multidimensional review of a person's ability to remain living independently in the least restrictive living arrangement.

NOI: DOEA's established method to communicate to the Contractor and subcontractor the requirements to perform specific tasks or activities in a particular manner. NOIs are located on the DOEA website at <https://elderaffairs.org/newsroom/notices-of-instruction-2021>

Program Highlights: Success stories, quotes, testimonials, or human-interest vignettes that are used in the Summary of Programs and Services (SOPS) to demonstrate how programs and services help elders, families, and caregivers.

Proviso: Language used in a general appropriations bill to qualify or restrict the way in which a specific appropriation is to be expended.

Service Provider Application (SPA): A plan developed by the Contractor outlining a comprehensive and coordinated service delivery system in its PSA in accordance with the Section

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306 of the Older Americans Act (42 U.S.C. Section 3026) and Council instructions. The SPA includes performance measures and unit rates per service offered.

Service Provider Application (SPA) Update: A revision to the SPA wherein the Contractor provides HCE-specific data for the Council to enter into CIRTS. An update may also include other revisions to the SPA as instructed by the Council.

Summary of Programs and Services (SOPS): A document produced by the DOEA and updated yearly to provide the public and the Legislature with information about programs and services for Florida's elders.

B. GENERAL DESCRIPTION

1. General Statement

The LSP provides long-term care alternatives enabling elders to maintain an acceptable quality of life in their own homes and to avoid or delay nursing home placement.

2. Local Service Program (LSP) Mission Statement

The LSP provides community-based services to preserve elders' independence, support caregivers, and target at-risk persons. Through the provision of meals, transportation, caregiver support, in-home services, expanded respite, adult day care, or other services authorized by proviso, the LSP assists elders to live in the least restrictive environment that meets their needs.

3. Authority

The relevant authority governing LSP program include:

- a. Sections 430.201 through 430.207, F.S.,
- b. The State of Florida General Appropriations Act; and
- c. The Catalog of State Financial Assistance (CSFA) Number 65.009.

4. Scope of Service

The Contractor is responsible for the programmatic, fiscal, and operational management of LSP. LSP services shall be provided in a manner consistent with the Contractor's current SPA and the current DOEA Handbook, which are hereby incorporated by reference. The Contractor agrees to be bound by all subsequent amendments and revisions to the DOEA Handbook, and the Contractor agrees to accept all such amendments and revisions via a NOI.

5. Major Program Goals

The major goals of the LSP are to ensure that:

- a. LSP services are provided to individuals who need long-term care alternatives to maintain an acceptable quality of life in their own home; and
- b. Nursing home placement is delayed or avoided because of the services provided in this program.

C. CLIENTS TO BE SERVED

1. General Eligibility

The LSP Program provides long-term care alternatives which assist elders in delaying or avoiding nursing home placement.

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2. Client Eligibility

Clients eligible to receive services under this Contract must:

- a. Be at least 60 years of age or older, unless otherwise specified in the proviso authorizing the service; and
- b. Not be enrolled in any Medicaid capitated long-term care program, except consumers in need of Legal Assistance services and Congregate Nutrition Services, including transportation to and from congregate meal sites, provided through providers following Older Americans Act (OAA) program guidelines.

3. Targeted Groups

Priority for services provided under this Contract shall be given to those eligible persons assessed to be at risk of placement in an institution or as otherwise specified in the authorizing proviso.

4. Client Determination

The Council shall have final authority for the determination of client eligibility.

SECTION II: MANNER OF SERVICE PROVISION**A. SERVICE TASKS**

In order to achieve the goals of the LSP program, the Contractor shall perform the following tasks:

1. Client Eligibility Determination

The Contractor shall ensure that applicant data is evaluated to determine eligibility. Eligibility to become a client is based on meeting the requirements described in this ATTACHMENT I, Section I.C.2 and Section I.C.3, of this Contract.

2. Assessment and Prioritization of Service Delivery for New Clients

The Contractor shall ensure the following criteria are used, to prioritize new clients for service delivery in the sequence below. It is not the intent of the Council to remove existing clients from services in order to serve new clients being assessed and prioritized for service delivery.

- a. Imminent Risk Individuals: Individuals in the community whose mental or physical health condition has deteriorated to the degree that self-care is not possible, there is no capable caregiver, and nursing home placement is likely within one (1) month or very likely within three (3) months.
- b. Regardless of referral source, individuals determined through the DOEA's functional assessment to be at a higher levels of frailty and risk of nursing home placement shall be given first priority.

3. Program Services

The Contractor shall ensure the provision of program services is consistent with the Contractor's current SPA, as updated and approved by the Council, and the current DOEA Handbook.

B. Staffing Requirements**1. Staffing Levels**

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The Contractor shall dedicate its own staff necessary to meet the obligations of this Contract and ensure that subcontractors dedicate adequate staff accordingly.

2. Professional Qualifications

The Contractor shall ensure that the staff responsible for performing any duties or functions within this Contract have the qualifications as specified in the DOEA Handbook.

3. Service Times

The Contractor shall ensure the availability of the services listed in this Contract are appropriate to meet client service needs, at a minimum, during normal business hours, or as otherwise specified in proviso. Normal business hours are defined as Monday through Friday, 8:00am to 5:00pm local time.

4. Use of Subcontractors

If this Contract involves the use of a subcontractor or third party, then the Contractor shall not delay the implementation of its contract with the subcontractor. If any circumstances occur that may result in a delay for a period of sixty (60) days or more of the initiation of the subcontract or in the performance of the subcontractor, the Contractor shall notify the Council's Program Specialist and the Council's Chief Financial Officer in writing of such delay.

The Contractor shall not permit a subcontractor to perform services related to this Contract without having a binding subcontractor contract executed. In accordance with Paragraph 25 of the Master Contract, the Council will not be responsible or liable for any obligations or claims resulting from such action.

a. Copies of Subcontracts

The Contractor shall submit a copy of all subcontracts to the Council's Program Specialist within thirty (30) days of the subcontract being executed.

b. Monitoring the Performance of Subcontractors

The Contractor shall perform at least one monitoring per year of each subcontractor, subrecipient, vendor, and/or consultant paid from funds provided under this Contract. The Contractor shall perform fiscal, administrative and programmatic monitoring of each subcontractor to ensure contractual compliance, fiscal accountability, programmatic performance, and compliance with applicable state and federal laws and regulations. The Contractor shall monitor to ensure that time schedules are met, the budget and scope of work is accomplished within the specified time periods and other performance goals stated in this Contract are achieved.

c. Copies of Subcontractor Monitoring Reports

The Contractor shall forward a copy of all subcontractor monitoring reports to the Council's Contract manager within thirty (30) days of the report being issued to the subcontractors, subrecipients, vendors, and/or consultants.

C. DELIVERABLES

The following section provides the specific quantifiable units of deliverables and source documentation required to evidence the completion of the task specified in this Contract.

1. Delivery of Service to Eligible Clients

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The Contractor shall ensure the provision of the services to address the diverse needs of functionally impaired elders. The Contractor shall ensure performance and reporting of the following services per the Contractor's current approved Service Provider Application (SPA), the current DOEA Handbook, proviso language and ATTACHEMTN I, Section II.A.1. through Section II.A.3, of this Contract. Documentation of service delivery must include a report consisting of the following:

- a. Number of clients served;
- b. Number of service units provided by service; and
- c. Rate per service unit with calculations that equal the total invoice amount.

2. Services and Units of Services

The Contractor shall ensure the provision of described in this Contract is performed in accordance with the current DOEA Handbook and the service tasks described in ATTACHMENT I, Section II.A, of this Contract. Units of service will be paid pursuant to the rate established in the SPA as updated, as shown in ATTACHMENT IV, Budget Summary as approved by the Council.

3. Administrative Responsibilities

The Contractor shall provide management and oversight of LSP Program operations in accordance with the current DOEA Handbook and the approved Contractor's Service Provider Application. Management and oversight of LSP Program operations include the following:

- a. Developing a Service Provider Application and updating it annually, at a minimum, as directed by the Council;
- b. Establishing vendor agreements at the PSA level, when applicable for LSP services according to manuals, rules, and agreement procedures of DOEA Handbook;
- c. Providing technical assistance and training to subcontractors and vendors to ensure provision of quality services;
- d. Monitoring and evaluating subcontractors and vendors for fiscal, administrative, and programmatic compliance;
- e. Appropriately and timely submitting payments to subcontractors;
- f. Arranging in-service training for staff and/or subcontractors at least annually;
- g. Establishing procedures for handling client complaints and ensuring that subcontractors develop and implement complaint procedures to process and resolve client dissatisfaction with services. Complaint procedures shall address the quality and timeliness of services, subcontractor and direct service worker complaints, and any other issues related to complaints (other than termination, suspension or reduction in services) that require the grievance process as described in Appendix D of the current DOEA Handbook. The complaint procedures shall include notification to all clients of the complaint procedure and include tracking the date, nature of complaint, and the determination of each complaint;
- h. Ensuring compliance with CIRTIS regulations;

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- i. Monitoring performance objective achievements specific to authorizing proviso in accordance with targets set by the Council and/or DOEA; and
- j. Conducting annual client satisfaction surveys to evaluate and improve service delivery.

D. REPORTS

The Contractor shall respond within ten (10) business days or within deadlines established by the Council, to the Council's request for routine and/or special requests for information and ad hoc reports. The Contractor must establish due dates for any subcontractors that permit the Contractor to meet the Council's and/or the DOEA's reporting requirements.

1. Service Provider Application (SPA) Update and All Revisions Thereto

The Contractor is required to submit SPA and an annual update, wherein the Council enters LSP specific data, into the Client Information and Registration Tracking System (CIRTS). The Contractor may also be required to submit revisions to the SPA as instructed by the Council.

2. Client Information and Registration Tracking System (CIRTS)

The Contractor shall ensure timely input of LSP specific data into the CIRTS. To ensure CIRTS data accuracy, the Contractor shall use CIRTS generated reports, which include the following:

- a. Client Reports
- b. Monitoring Reports
- c. Services Reports
- d. Miscellaneous Reports
- e. Fiscal Reports
- f. Outcome Measurement Reports

3. Service Costs Reports

The Contractor is required to submit to the Council a semi-annual and annual service cost reports, which reflect actual costs of providing each service by program. This report provides information for planning and negotiating unit rates. The semi-annual service cost report encompassing the six months ending 12/31/2023 is due on February 16, 2024. The annual service cost report encompassing the twelve months ending 6/30/2024 is due on August 16, 2024, which will be forward to DOEA.

4. Surplus/Deficit Report

The Contractor will submit a consolidated surplus/deficit report in a format provided by the Council to the Council's Program Specialist by the 5th of each month. This report is for all agreements and/or contracts between the Contractor and the Council. The report will include the following:

- a. A list of all services and their current status regarding surplus or deficit;
- b. The Contractor's detailed plan on how the surplus or deficit spending exceeding the threshold of plus or minus one percent (+/- 1%) will be resolved;

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- c. Recommendations to transfer funds to resolve surplus/deficit spending;
- d. Input from the Contractor's Board of Directors, or governing body, on resolution of spending issues, if applicable

5. Program Highlights

The Contractor shall submit brief written narratives to the Council for publication in the Program Highlight sections of the DOE's Summary of Programs and Services (SOPS), which is hereby incorporated by reference. To include any subsequent revisions thereof. The narratives shall reference specific events that have occurred since the last submission of Program Highlight narratives, including new success stories, quotes, testimonials, or human-interest vignettes. The narratives shall be written for a general audience, with no acronyms or technical terms. For all agencies or organizations that are referenced in the narratives, the Contractor shall provide a brief description of their mission or role. The active tense shall be consistently used in the narratives to identify the specific individuals or entities that performed the activities described in the narratives. The Contractor shall review and edit narratives for clarity, readability, relevance, specificity, human interest, and grammar prior to submitting them to the Council.

E. RECORDS AND DOCUMENTATION

1. Requests for Payment

The Contractor will maintain documentation to support payment requests that shall be available to the Council or authorized individuals upon request. Such documentation will be provided upon request to the Council or the Department of Financial Services.

2. CIRT'S Address Validation

The Contractor shall work with the Council to ensure that client addresses are correct in CIRT'S for disaster preparedness efforts. At least annually, and more frequently as needed, the Council will provide direction on how to validate CIRT'S addresses to ensure they can be mapped. The Contractor will receive a list of unmatched addresses that cannot be mapped, and the Contractor will be responsible for correcting the address and send a list to the Council with confirmed addresses. The Council will use this information to update maps, client rosters, and unmatched addresses and disseminate this information.

3. CIRT'S Data and Maintenance

The Contractor shall ensure the collection and maintenance of client and service information on a monthly basis from the Client Information and Registration Tracking System (CIRT'S) or any such system designated by the Council. Maintenance includes valid exports and backups of all data and systems according to Council standards.

4. Data Integrity and Back up Procedures

The Contractor and subcontractors, among other requirements, must anticipate and prepare for the loss of information processing capabilities. The routine backing up of all data and software is required to recover from losses or outages of the computer system. Data and software essential to the continued operation of Contractor functions must be backed up. The security controls over the backup resources will be as stringent as the protection required of the primary resources. A copy of the backed up data be stored in a secure, offsite location.

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5. Policies and Procedures for Records and Documentation

The Contractor shall maintain written policies and procedures for computer system backup and recovery and shall have the same requirement in its contracts and/or agreements with subcontractors. These policies and procedures will be made available to the Council upon request.

F. PERFORMANCE SPECIFICATIONS**1. Outcomes and Outputs (Performance Measures)**

The Contractor must:

- a. Ensure the prioritization of clients and provision of services to clients in accordance with ATTACHMENT I, Section II.A.1. through Section II.A.3. and Section II.C.1 through Section II.C.3 of this Contract;
- b. Ensure the provision of services described in this Contract are in accordance with the current DOE Handbook;
- c. Timely and accurately submit to the Council all required documentation and reports described in this ATTACHMENT I, Sections II.D. of this Contract; and
- d. Timely and accurately, in accordance with the Invoice Report Schedule, ATTACHMENT III of this Contract, submit to the Council Forms 105 & 106, ATTACHMENT V of this Contract, including supporting documentation.

2. Contract Monitoring

The Council will review and evaluate the performance of the Contractor under the terms of this Contract. Monitoring will be conducted through direct contact with the Contractor through telephone, in writing, or an on-site visit(s). The primary, secondary, or signatory of this Contract must be available for any on-site programmatic monitoring visit. The Council's determination of acceptable performance shall be conclusive. The Contractor agrees to cooperate with the Council in monitoring the progress of completion of the service tasks and deliverables. The Council may use, but is not limited to, one or more of the following methods for monitoring:

- a. Desk reviews and analytical reviews;
- b. Scheduled, unscheduled and follow-up on-site visits;
- c. Client visits;
- d. Review of independent auditor's reports;
- e. Review of third-party documents and/or evaluation;
- f. Review of progress reports;
- g. Review of customer satisfaction surveys;
- h. Agreed-upon procedures review by an external auditor or consultant;
- i. Limited-scope reviews; and

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- j. Other procedures as deemed necessary.

G. Contractor Responsibilities

1. Contractor Accountability

All service tasks and deliverables pursuant to this Contract are solely and exclusively the responsibility of the Contractor and are tasks and deliverables for which, by execution of this Contract, the Contractor agrees to be held accountable.

2. Coordination with Other Providers and/or Entities

Notwithstanding that services for which the Contractor is held accountable involve coordination with other entities in performing the requirements of this Contract, the failure of other entities does not alleviate the Contractor from any accountability for tasks or services that the Contractor is obligated to perform pursuant to this Contract.

H. Council's Responsibilities

1. Council Obligations

The Council may, within its resources, provide technical support and/or assistance to the Contractor to assist the Contractor in meeting the requirements of this Contract. The Council's technical support/assistance or the lack thereof, does not relieve the Contractor from full performance of the contract requirements.

2. Council Determinations

The Council reserves the exclusive right to make certain determinations in the tasks and approaches used to perform tasks required by this Contract. The absence of the Council setting forth a specific reservation of rights does not mean that all other areas of this Contract are subject to mutual agreement.

SECTION III: METHOD OF PAYMENT

A. General Statement of Method of Payment

The method of payment for this Contract is a combination of advances, cost reimbursement, and a unit rate payment for services. The Council will pay the Contractor upon satisfactory completion of the Deliverables, as specified in ATTACHMENT I, Section II., Manner of Service Provision, of this Contract, and in accordance with other terms and conditions of this Contract.

1. Unit Rate

Payment for Unit Rates shall not exceed amounts established in the approved Service Provider Application.

2. Advance Payment

The Contractor may request up to two (2) months of advances at the start of the contract period to cover program administrative and service costs. The payment of an advance will be contingent upon the sufficiency and amount of funds released to the Department of Elder Affairs by the State of Florida ("budget release"). The Contractor will provide the Council's Chief Financial Officer documentation justifying the need for an advance and describing how the funds will be distributed. For the first month's advance request, the Contractor shall provide to the Council's Chief Financial Officer documentation justifying the need for an advance and describing how the funds will be

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distributed. If the Contractor is requesting two (2) months of advances, documentation must be provided reflecting the cash needs of the Contractor within the initial two (2) months and should be supported through a cash-flow analysis or other information appropriate to demonstrate the Contractor's financial need for the second month of advances. The Contractor must also describe how the funds will be distributed for the first and second month. The Contractor's requests for advance require the approval of the Council's Chief Financial Officer. If sufficient budget is available, the Council will issue approved advance payments after July 1 of the contract year. The schedule for submission of advance requests (when available) is listed in the Invoice Report Schedule ATTACHMENT III, to this Contract.

- a. All advance payments retained by the Contractor must be fully expended no later than September 30, 2023. Any portion of advance payments not expended must be recouped on report number 5, due to the Council on October 6, 2023, in accordance with the Invoice Report Schedule, ATTACHMENT III to this Contract.
- b. All advance payments made to the Contractor shall be returned to the Council as follows: one-tenth (1/10) of the advance payment received shall be reported as an advance recoupment on each request for payment, starting with report number five, in accordance with the Invoice Report Schedule, ATTACHMENT III to this Contract.

B. Funding Distribution

The Contractor agrees to distribute funds as detailed in the SPA requested by the Council and the Budget Summary, ATTACHMENT IV to this Contract. The Contractor may request a budget revision by submitting a written request to the Council's Contract Manager. Upon approval, the Council's Chief Financial Officer will issue a budget revision letter. An amendment is required to change the total amount of this Contract.

C. Method of Invoice Payment

Payment shall be made upon the Contractor's presentation of an invoice subsequent to the acceptance and approval by the Council of the deliverables shown on the invoice. The form and substance of each invoice submitted by the Contractor shall be as follows:

1. Request payment monthly for the units of service established in the Contractor's approved Service Provider Application, provided in conformance with the requirements as described in the current DOEA Handbook, at the rates established in the Budget Summary, ATTACHMENT IV to this Contract. Any requested changes to the approved budget subsequent to the execution of this Contract must be submitted to the Council's Program Specialist for approval. Any changes to the total contract amount requires a formal contract amendment.
2. All requests for payment and expenditure reports submitted to support requests for payment shall be on Forms 105 and 106, ATTACHMENT V to this Contract. The Contractor will consolidate all requests for payment from subcontractors and expenditure reports that support requests for payment.

D. Payment Withholding

Any payment due by the Council under the terms of this Contract may be withheld pending the receipt and approval by the Council of all financial and programmatic reports due from the Contractor and any adjustments thereto, including any disallowance not resolved as outlined in Paragraph 27 of the Master Contract.

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E. Date for Final Request for Payment

The final request for payment will be due to the Council no later than July 25, 2024.

F. CIRTS Data Entries for Subcontractors

The Contractor and its subcontractor(s) shall enter all required data for clients and services in the CIRTS database in accordance with the current DOEA Handbook and the CIRTS User Manual – Aging Provider Network users (located in Documents on the CIRTS Enterprise Application Services). Subcontractor(s) must enter this data into the CIRTS prior to submitting their invoice to the Contractor. The Contractor shall establish deadlines for completing CIRTS data entry and ensure compliance with due dates in the Invoice Report Schedule, ATTACHMENT III of this Contract.

G. Monthly CIRTS Reports

The Contractor is required to run monthly CIRTS's reports and verify that client and service data in the CIRTS is accurate. This report must be submitted to the Council with the monthly request for payment and expenditure report and must be reviewed by the Council before the Contractor's request for payment and expenditure reports can be approved by the Council.

H. Corrective Action Plan

1. Contractor shall ensure 100% of the deliverables identified in ATTACHMENT I, Section II.C.1 through Section II.C.3 of this Contract are performed pursuant to Contract requirements.
2. If at any time the Contractor is notified by the Council's Program Specialist that it has failed to correctly, completely, adequately perform contract deliverables identified in ATTACHMENT I, Section II.C.1 through Section II.C.3 of this Contract, the Contractor will have ten (10) days to submit a Corrective Action Plan ("CAP") to the Council's Program Specialist that addresses the deficiencies and states how the deficiencies will be remedied within a time period approved by the Council's Program Specialist. The Council shall assess a Financial Consequence for Noncompliance on the Contractor as referenced in ATTACHMENT I, Section III.I of this Contract for each deficiency identified in the CAP which is not corrected pursuant to the CAP. The Council will also assess a Financial Consequence for failure to timely submit a CAP.
3. If the Contractor fails to correct an identified deficiency within the approved time period specified in the CAP, the Council shall deduct the percentage established in ATTACHMENT I, Section III.I, of this Contract from the payment for the invoice of the following month.
4. If Contractor fails to timely submit a CAP, the Council shall deduct the percentage established in ATTACHMENT I, Section III.I, of this Contract for each day the CAP is overdue. The deduction will be made from the payment for the invoice of the following month.

I. Financial Consequences

1. The Council will withhold or reduce payment if the Contractor fails to perform the deliverables to the satisfaction of the Council according to the requirements referenced in ATTACHMENT I, Section II.C of this Contract. The following financial consequences will be imposed if the deliverables stated do not meet in part or in whole the performance criteria as outlined in ATTACHMENT I, Section II.C of this Contract.
 - a. Delivery of services to eligible clients as referenced in ATTACHMENT I, Section II.A.1 through Section II.A.2 and Section II.C.1 of this Contract – Failure to comply with established

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assessment and prioritization criteria, as evidenced by the CIRT reports, will result in a 2% reduction of payment per business day. The reduction of payment will begin on the first business day following the Council's notification to the Contractor that the identified deficiency was not cured or satisfactorily addressed in accordance with the Council-approved CAP, referenced in ATTACHMENT I, Section III.I of this Contract.

- b. Services and units of services as referenced in Section II.E.2, of this Contract – Failure to provide services in accordance with the current DOE Programs and Services Handbook, the service tasks described in ATTACHMENT I, Section II.A of this Contract, and submission of required documentation will result in a 2% reduction of payment per business day. The reduction of payment will begin the first business day following the Council's notification to the Contractor that the identified deficiency is not cured or satisfactorily addressed in accordance with the Council approved CAP, referenced in ATTACHMENT I, Section III.H of this Contract.
- c.
- d. Administrative duties as referenced in Section II.C.3, of this Contract – Failure to perform management and oversight of LSP Program operations will result in a 2% reduction of payment per business day. The reduction of payment will begin the first business day following the Council's notification to the Contractor that the identified deficiency was not cured or satisfactorily addressed in accordance with the Council-approved CAP, referenced in ATTACHMENT I, Section III.H of this Contract.
- e. Timely submission of a CAP – Failure to timely submit a CAP within 10 business days after notification of a deficiency by the DOE Contract Manager will result in a 2% reduction of payment per business day the CAP is not received. The reduction of payment will begin the first business day following the Council's notification to the Contractor that the identified deficiency was not cured or satisfactorily addressed in accordance with the Council approved CAP, referenced in ATTACHMENT I, Section III.H of this Contract.

2. Exceptions may be granted solely, in writing, by the Council's Program Director.

SECTION IV. SPECIAL PROVISIONS

A. Date for Final Request for Budget Revisions

Final requests for budget revision or adjustments to Contract funds based on expenditures for services provided through June 30, 2024, must be submitted to the Program Specialist and the Chief Financial Officer, no later than June 30, 2024; email requests are considered acceptable.

B. Contractor's Financial Obligations

1. Use of Service Dollars and Assessed Priority Consumer List Management

The Contractor is expected to spend all federal, state and other funds provided by the Council for the purpose specified in this Contract. The Contractor must manage service funds in such a manner as to avoid having a wait list and a surplus of funds at the end of the contract period for each program managed by the Contractor. If the Council determines that the Contractor is not spending service funds accordingly, the Council may transfer funds to other service areas during the contract period and/or adjust subsequent funding allocations accordingly, as allowable under state and federal law.

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C. Contract Limits

In no case shall the Contractor be required to incur costs in excess of the contract amount in providing services to the clients.

D. Remedies- Nonconforming Services

1. The Contractor shall ensure that all goods and/or services provided under this Contract are delivered timely, completely and commensurate with required standards of quality. Such goods and/or services will only be delivered to eligible program participants.
2. If the Contractor fails to meet the prescribed quality standards for services, such services will not be reimbursed under this Contract. In addition, any nonconforming goods and/or services not meeting such standards will not be reimbursed under this Contract. The Contractor's signature on the Forms 106 and 105, ATTACHMENT V of this Contract, certifies maintenance of supporting documentation and acknowledgement that the Contractor shall solely bear the costs associated with preparing or providing nonconforming goods and/or services. The Council requires immediate notice of any significant and/or systemic infractions that compromise the quality, security or continuity of services to clients.

E. Incident Reporting

The Contractor shall notify the Council immediately, but no later than forty-eight (48) hours from, the Contractor's awareness or discovery of conditions that may materially affect the Contractor or subcontractor's ability to perform the services required to be performed under any contract or agreement which incorporates Master Contract by reference and in authorizing proviso. Such notice shall be made orally to the Council's Program Director (by telephone) with an email to immediately follow, including the Contractor's plan for provision of services authorized in proviso.

F. Investigation of Criminal Allegations

Any report that implies criminal intent on the part of the Contractor or any subcontractors, if known to Contractor, and referred to a governmental or investigatory agency must be sent to the Council. If the Contractor has reason to believe that the allegations will be referred to the State Attorney, a law enforcement agency, the United States Attorney's office, or governmental agency, the Contractor shall notify the Council immediately. A copy of all documents, reports, notes, or other written material concerning the investigation, whether in the possession of the Contractor or subcontractors, must be sent to the Council with a summary of the investigation and allegations.

G. Volunteers

The Contractor shall ensure the use of trained volunteers in providing direct services delivered to older individuals and individuals with disabilities needing such services. If possible, the Contractor shall work in coordination with organizations that have experience in providing training, placement, and stipends for volunteers or participants (such as the Senior Community Service Employment Program or organizations carrying out federal service programs administered by the Corporation for National and Community Service), in community service settings.

H. Enforcement

1. The Council may, without taking any intermediate measures available to it against the Contractor, rescind the Contractor's designation as a Contractor, if the Council finds that:
 - a. An intentional or negligent act of the Contractor has materially affected the health, welfare, or safety of clients served pursuant to any contract or agreement incorporating Master

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Contract by reference, or substantially and negatively affected the operation of an aging services program covered under any contract or agreement;

- b. The Contractor lacks financial stability sufficient to meet contractual obligations or that contractual funds have been misappropriated;
 - c. The Contractor has committed multiple or repeated violations of legal and regulatory standards, regardless of whether such laws or regulations are enforced by the Council, or the Contractor has committed or repeated violations of Council standards;
 - d. The Contractor has failed to continue the provision or expansion of services after the declaration of a state of emergency;
 - e. The Contractor has exceeded its authority or otherwise failed to adhere to the terms of Master Contract and any contract or agreement incorporating Master Contract by reference;
 - f. The Contractor has failed to properly determine client eligibility as defined by the Council or efficiently manage program budgets; or
 - g. The Contractor has failed to implement and maintain a Council-approved client grievance resolution procedure.
2. In making any determination under this provision the Council may rely upon the findings of another state or federal agency, or other regulatory body. Any claims for damages for breach of any contract or agreement incorporating Master Contract by reference are exempt from administrative proceedings and shall be brought before the appropriate entity in the venue of Broward County, Florida.

I. Contract Modifications

The Council's Program Director has the authority to modify and/or extend deliverable deadlines. All deliverable extension requests must be made to the Council's Program Director, in writing, prior to the required deadline. All approvals for deliverable extensions must be communicated, in writing, by the Council's Program Director to the Contractor and are subject to the discretion of the Council's Program Director. The requests and the approval must occur prior to the established deadline. An e-mail writing (request and response) is considered acceptable.

END OF ATTACHMENT I

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ATTACHMENT II**FINANCIAL AND COMPLIANCE AUDIT**

The administration of resources awarded by the Council to the Contractor may be subject to audits and/or monitoring by the Council, as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200 (formerly OMB Circular A-133 as revised), and Section 215.97, F.S., (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by the Council staff, limited scope audits, and/or other procedures. By entering into this Contract, the Contractor agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Council. In the event the Council determines that a limited scope audit of the Contractor is appropriate, the provider agrees to comply with any additional instructions provided by the Council to the provider regarding such audit. The Contractor further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Council or Auditor General.

AUDITS**PART I: FEDERALLY FUNDED**

This part is applicable if the Contractor is a State or local government or a non-profit organization as defined in 2 CFR Part 200, Subpart A.

In the event that the Contractor expends \$750,000.00 or more in federal awards during its fiscal year, the Contractor must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200. EXHIBIT 2 indicates federal resources awarded through the Council by this Contract. In determining the federal awards expended in its fiscal year, the provider shall consider all sources of Federal awards, including federal resources received from the Council. The determination of amounts of Federal awards expended should be in accordance with 2 CFR Part 200. An audit of the Contractor conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200 will meet the requirements of this part.

In connection with the audit requirements addressed in Part I, paragraph 1, the Contractor shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §200.508.

If the Contractor expends less than \$750,000.00 in federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 CFR Part 200 is not required. In the event that the Contractor expends less than \$750,000.00 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200 the cost of the audit must be paid from non-federal resources (i.e., the cost of such audit must be paid from Contractor resources obtained from other than federal entities.)

An audit conducted in accordance with this part shall cover the entire organization for the organization's fiscal year. Compliance findings related to contract with the Council shall be based on the contract's requirements, including any rules, regulations, or statutes referenced in the contract. The financial statements shall disclose whether or not the matching requirement was met for each applicable contract. All questioned costs and liabilities due to the Council shall be fully disclosed in the audit report with reference to the Council contract involved. If not otherwise disclosed as required by 2 CFR §200.510 the schedule of expenditures of federal awards shall identify expenditures by contract number for each contract with the Council in effect during the audit period. Financial reporting packages required under this part must be submitted within the earlier of 30 days after receipt of the audit report or 9 months after the end of the Contractor's fiscal year end.

PART II: STATE FUNDED

This part is applicable if the Contractor is a non-state entity as defined by Section 215.97(2), F.S.

In the event that the Contractor expends a total amount of state financial assistance equal to or in excess of \$750,000.00 in any fiscal year of such Contractor, the Contractor must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations),

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Rules of the Auditor General, EXHIBIT 2, Financial Compliance Audit Attachment to this Contract indicates state financial assistance awarded through the Council by this Contract. In determining the state financial assistance expended in its fiscal year, the provider shall consider all sources of state financial assistance, including state financial assistance received from the Council, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.

In connection with the audit requirements addressed in Part II, paragraph 1, the Contractor shall ensure that the audit complies with the requirements of Section 215.97(8), F.S. This includes submission of a financial reporting package as defined by Section 215.97(2), F.S., and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

If the Contractor expends less than \$750,000.00 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, F.S., is not required. In the event that the Contractor expends less than \$750,000.00 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, F.S., the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the provider resources obtained from other than State entities).

An audit conducted in accordance with this part shall cover the entire organization for the organization's fiscal year. Compliance findings related to contracts with the Council shall be based on the contract's requirements, including any applicable rules, regulations, or statutes. The financial statements shall disclose whether or not the matching requirement was met for each applicable agreement. All questioned costs and liabilities due to the Council shall be fully disclosed in the audit report with reference to the Council contract involved. If not otherwise disclosed as required by Rule 69I-5.003, F.A.C., the schedule of expenditures of state financial assistance shall identify expenditures by contract number for each contract with the Council in effect during the audit period. Financial reporting packages required under this part must be submitted within 45 days after delivery of the audit report, but no later than 12 months after the Contractor's fiscal year end for local governmental entities. Non-profit or for-profit organizations are required to be submitted within 45 days after delivery of the audit report, but no later than 9 months after the Contractor's fiscal year end. Notwithstanding the applicability of this portion, the Council retains all right and obligation to monitor and oversee the performance of this contract as outlined throughout this document and pursuant to law.

PART III: REPORT SUBMISSION

Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200 and required by PART I of this Financial Compliance Audit Attachment shall be submitted, when required by 2 CFR §200.512 by or on behalf of the provider directly to each of the following:

Federal Audit Clearinghouse Bureau of the Census
1201 East 10th Street Jeffersonville, IN 47132

Pursuant to 2 CFR §200.512, all other Federal agencies, pass-through entities and others interested in a reporting package and data collection form must obtain it by accessing the Federal Audit Clearinghouse.

The Contractor shall submit a copy of any management letter issued by the auditor, to the Council at the following address:

Areawide Council on Aging of Broward County, Inc.
5300 Hiatus Road Sunrise, FL 33351

Additionally, copies of financial reporting packages required by PART II of this Financial Compliance Audit Attachment shall be submitted by or on behalf of the Contractor directly to each of the following:

The Council at the following address:
Areawide Council on Aging of Broward County, Inc.
5300 Hiatus Road Sunrise, FL 33351

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The Auditor General's Office at the following address:
State of Florida Auditor General
Claude Pepper Building, Room 574
111 West Madison Street Tallahassee, Florida 32399-1450

Any reports, management letter, or other information required to be submitted to the Council pursuant to this contract shall be submitted timely in accordance with 2 CFR Part 200, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Contractors, when submitting financial reporting packages to the Council for audits done in accordance with 2 CFR Part 200 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Contractor in correspondence accompanying the reporting package.

PART IV: RECORD RETENTION

The provider shall retain sufficient records demonstrating its compliance with the terms of this Contract for a period of six (6) years from the date the audit report is issued, and shall allow the Council or its designee, the CFO or Auditor General access to such records upon request. The provider shall ensure that audit working papers are made available to the Council or its designee, CFO, or Auditor General upon request for a period of six (6) years from the date the audit report is issued, unless extended in writing by the Council.

END OF ATTACHMENT II

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EXHIBIT I**PART I: AUDIT RELATIONSHIP DETERMINATION**

Contractors who receive state or federal resources may or may not be subject to the audit requirements of 2 CFR Part 200 and/or Section 215.97, F.S. Contractors who are determined to be recipients or sub-recipients of federal awards and/or state financial assistance may be subject to the audit requirements if the audit threshold requirements set forth in Part I and/or Part II of Exhibit 1 are met. Providers who have been determined to be vendors are not subject to the audit requirements of 2 CFR §200.38, and/or Section 215.97, F.S. Regardless of whether the audit requirements are met, providers who have been determined to be recipients or sub-recipients of Federal awards and/or state financial assistance must comply with applicable programmatic and fiscal compliance requirements.

In accordance with 2 CFR Part 200 and/or Rule 69I-5.006, FAC, Contractor has been determined to be:

Vendor not subject to 2 CFR §200.38 and/or Section 215.97, F.S.

Recipient/sub-recipient subject to 2 CFR §200.86 and §200.93 and/or Section 215.97, F.S.

Exempt organization not subject to 2 CFR Part 200 and/or Section 215.97, F.S. For Federal awards, for-profit organizations are exempt; for state financial assistance projects, public universities, community colleges, district school boards, branches of state (Florida) government, and charter schools are exempt. Exempt organizations must comply with all compliance requirements set forth within the contract or award document.

NOTE: If a Contractor is determined to be a recipient/sub-recipient of federal and or state financial assistance and has been approved by the Council to subcontract, they must comply with Section 215.97(7), F.S., and Rule 69I-5.006, F.A.C. [state financial assistance] and 2 CFR §200.330[federal awards].

PART II: FISCAL COMPLIANCE REQUIREMENTS

FEDERAL AWARDS OR STATE MATCHING FUNDS ON FEDERAL AWARDS. Contractors who receive Federal awards, state maintenance of effort funds, or state matching funds on Federal awards and who are determined to be a subrecipient must comply with the following fiscal laws, rules and regulations:

STATES, LOCAL GOVERNMENTS AND INDIAN TRIBES MUST FOLLOW:

2 CFR §200.416 - §200.417 – Special Considerations for States, Local Governments and Indian Tribes*

2 CFR §200.201 – Administrative Requirements**

2 CFR §200 Subpart F – Audit Requirements

Reference Guide for State Expenditures

Other fiscal requirements set forth in program laws, rules and regulations

NON-PROFIT ORGANIZATIONS MUST FOLLOW:

2 CFR §200.400 - §200.411 – Cost Principles*

2 CFR §200.100 – Administrative Requirements

2 CFR §200 Subpart F – Audit Requirements

Reference Guide for State Expenditures

Other fiscal requirements set forth in program laws, rules and regulations

EDUCATIONAL INSTITUTIONS (EVEN IF A PART OF A STATE OR LOCAL GOVERNMENT) MUST FOLLOW:

2 CFR §200.418 – §200.419 – Special Considerations for Institutions of Higher Education*

2 CFR §200.100 – Administrative Requirements

2 CFR §200 Subpart F – Audit Requirements

Reference Guide for State Expenditures

Other fiscal requirements set forth in program laws, rules and regulations

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*Some Federal programs may be exempted from compliance with the Cost Principles Circulars as noted in 2 CFR §200.400(5) (c).

**For funding passed through U.S. Health and Human Services, 45 CFR 75; for funding passed through U.S. Department of Education, 34 CFR 80.

STATE FINANCIAL ASSISTANCE. Contractors who receive state financial assistance and who are determined to be a recipient/sub-recipient must comply with the following fiscal laws, rules and regulations:

Section 215.97 & 215.971, F.S.

Chapter 69I-5, F.A.C.

State Projects Compliance Supplement

Reference Guide for State Expenditures

Other fiscal requirements set forth in program laws, rules and regulations

END OF EXHIBIT 1

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EXHIBIT 2

FUNDING SUMMARY

Note: Title 2 CFR, as revised, and Section 215.97, F.S., require that the information about Federal Programs and State Projects included in Attachment II, Exhibit I, be provided to Contractor. Information contained herein is a prediction of funding sources and related amounts on the contract budget.

1. FEDERAL RESOURCES AWARDED TO THE SUBRECIPIENT PURSUANT TO THIS CONTRACT CONSISTS OF THE FOLLOWING:

Program Title	Year	Funding Source	CFDA/ CSFA #	Amount
TOTAL FUNDS CONTAINED IN THIS CONTRACT:				

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS CONTRACT ARE AS FOLLOWS:

FEDERAL FUNDS:

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. OMB Circular A-133 – Audits of States, Local Governments, Non-Project Organizations.

2. STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS CONTRACT CONSIST OF THE FOLLOWING:

MATCHING RESOURCES FOR FEDERAL PROGRAMS

PROGRAM TITLE	FUNDING SOURCE	CFDA	AMOUNT
TOTAL STATE AWARD			\$0

STATE FINANCIAL ASSISTANCE SUBJECT TO Sec. 215.97, F.S.

PROGRAM TITLE	FUNDING SOURCE	CSFA	AMOUNT
Local Service Programs	General Revenue	65.009	\$ 216,155.00
TOTAL AWARD			\$ 216,155.00

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS CONTRACT ARE AS FOLLOWS:

STATE FINANCIAL ASSISTANCE

- Section 215.97 & 215.971, F.S., Chapter 69I-5, F.A.C., State Projects Compliance Supplement Reference Guide for State Expenditures
- Other fiscal requirements set forth in program laws, rules and regulations

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ATTACHMENT III

**LOCAL SERVICE PROGRAM
INVOICE REPORT SCHEDULE**

<u>Report Number</u>	<u>Based On</u>	<u>Due to Council On This Date</u>
1	July Advance*	July 3
2	August Advance*	July 3
3	July Expenditure Report	August 7
4	August Expenditure Report	September 7
5	September Expenditure Report	October 6
6	October Expenditure Report	November 7
7	November Expenditure Report	December 7
8	December Expenditure Report	January 8
9	January Expenditure Report	February 7
10	February Expenditure Report	March 7
11	March Expenditure Report	April 5
12	April Expenditure Report	May 7
13	May Expenditure Report	June 7
14	June Expenditure Report	July 8
15	Final Expenditure	July 25

Legend:* Advance based on projected cash need as supported by a cash-flow analysis is or other information appropriate to demonstrate the Contractor financial need for the advance.

Note # 1: Report #1 and #2 for Advance Basis Contracts cannot be submitted to the DOEA prior to July 1 or until the Contract with the Council has been executed and a copy sent to DFS.

Note # 2: Report numbers 3 through 14 will reflect an adjustment of one twelve of the total advance amount, on each of the reports respectively, repaying advances on the contract. The adjustment will be recorded in Part C, I of the report.

Note # 3: Submission of expenditure reports may or may not generate a payment request. If final expenditure report reflects funds due back to the Council, payment is to accompany the report.

Note # 4: Reports submitted after the 10th of the month will be processed the following month. This rule will be enforced.

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ATTACHMENT IV

LOCAL SERVICE PROGRAM

BUDGET SUMMARY

FIXED SERVICES	Total Units	Unit Rate	LSP Funds	Total Reimbursement
Transportation	20,567	\$10.51	\$216,155.00	\$216,155.00
TOTAL AGREEMENT AMOUNT - LSP			\$216,155.00	\$216,155.00

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CONTRACT #

**CASH ADVANCE AND CONTRACT PAYMENT REQUEST FORM
PROGRAM
FUNDING SOURCE**

PROVIDER NAME, ADDRESS, PHONE & FEID # PROVIDER NAME ADDRESS ADDRESS Tel: 954-XXX-XXXX Fax: 954-XXX-XXXX FEID #: 59-XXXXXXX		TYPE OF REPORT: A. PAYMENT REQUEST: Regular <input checked="" type="checkbox"/> Supplemental B. METHOD OF PAYMENT: Advance Reimbursement <input checked="" type="checkbox"/>		THIS REQUEST PERIOD: MONTH REPORT #: CONTRACT PERIOD: CONTRACT # PSA#: 10	
CERTIFICATION I hereby certify that this request or refund conforms with the terms of the above contract.					
Prepared By _____		Date _____		Approved By _____	
		Date _____			
PART A: CONTRACT FUNDS SUMMARY		SERVICE	SERVICE	SERVICE	TOTAL
1. Approved Contract Amount		\$0.00	\$0.00	\$0.00	\$0.00
2. Previous Funds Requested for Contract Period		\$0.00	\$0.00	\$0.00	\$0.00
3. Contract Funds Available		\$0.00	\$0.00	\$0.00	\$0.00
PART B: CONTRACT FUNDS REQUESTED:					
1. Cash Advances (1st-2nd Months)		\$0.00	\$0.00	\$0.00	\$0.00
2. Amount Earned This Period (to PSA #10 Form 1052 Part B - Column E)		\$0.00	\$0.00	\$0.00	\$0.00
3. Total		\$0.00	\$0.00	\$0.00	\$0.00
PART C: NET FUNDS REQUESTED:					
1. Less Overadvance		\$0.00	\$0.00	\$0.00	\$0.00
2. Contract Funds Are Hereby Requested (Part B Line 4 minus Part C line 1) (not to exceed Part A Line 3)		\$0.00	\$0.00	\$0.00	\$0.00
ADVANCE EARNED		\$0.00	\$0.00	\$0.00	\$0.00
Advance Remaining		\$0.00	\$0.00	\$0.00	\$0.00

PSA #10 FORM 106, Dated July 97

AAA Office Use Only

BATCH # _____
 VENDOR ID: P-PROVIDER
 DESC: PROVIDER PROGRAM MM/YYYY
 ACCOUNT # _____
 CHECK # _____ CHECK DATE _____
 INPUT: _____ APPROVAL: _____

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ATTACHMENT VI

CERTIFICATIONS AND ASSURANCES

Council will not award this Contract unless Contractor completes the CERTIFICATIONS AND ASSURANCES contained in this Attachment. In performance of this Contract, Contractor provides the following certifications and assurances:

- A. Debarment and Suspension Certification (29 CFR Part 95 and 45 CFR Part 75)
- B. Certification Regarding Lobbying (29 CFR Part 93 and 45 CFR Part 93)
- C. Nondiscrimination & Equal Opportunity Assurance (29 CFR Part 37 and 45 CFR Part 80)
- D. Certification Regarding Public Entity Crimes, section 287.133, F.S.
- E. Association of Community Organizations for Reform Now (ACORN) Funding Restrictions Assurance (Pub. L. 111-117)
- F. Scrutinized Companies Lists and No Boycott of Israel Certification, section 287.135, F.S.
- G. Certification Regarding Data Integrity Compliance for Contracts, Agreements, Grants, Loans and Cooperative Agreements
- H. Verification of Employment Status Certification
- I. Records and Documentation
- J. Certification Regarding Inspection of Public Records

A. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTIONS.

The undersigned Contractor certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal department or agency;
2. Have not within a three-year period preceding this Contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A.2. of this certification; and/or
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause of default.

The undersigned shall require that language of this certification be included in the documents for all subcontracts at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients and contractors shall provide this certification accordingly.

B. CERTIFICATION REGARDING LOBBYING – Certification for Contracts, Grants, Loans, and Cooperative Agreements.

The undersigned Contractor certifies, to the best of its knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

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If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative,

agreement, the undersigned shall also complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that language of this certification be included in the documents for all subcontracts at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub-recipients and contractors shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this Contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this Contract imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

C. NON DISCRIMINATION & EQUAL OPPORTUNITY ASSURANCE (29 CFR PART 37 AND 45 CFR PART 80).

As a condition of the Contract, Contractor assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

1. Section 188 of the Workforce Investment Act of 1998 (WIA), (Pub. L. 105-220), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I-financially assisted program or activity;
2. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 80), to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Council.
3. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112) as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 84), to the end that, in accordance with Section 504 of that Act, and the Regulation, no otherwise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Council.
4. The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 91), to the end that, in accordance with the Act and the Regulation, no person in the United States shall, on the basis of age, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Council.
5. Title IX of the Educational Amendments of 1972 (Pub. L. 92-318), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 86), to the end that, in accordance with Title IX and the Regulation, no person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any education program or activity for which the Applicant receives Federal financial assistance from the Council.
6. The American with Disabilities Act of 1990 (Pub. L. 101-336), prohibits discrimination in all employment practices, including, job application procedures, hiring, firing, advancement, compensation, training, and other terms, conditions, and privileges of employment. It applies to

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recruitment, advertising, tenure, layoff, leave, fringe benefits, and all other employment-related activities; and:

7. Contractor also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to Contractor's operation of the WIA Title I – financially assisted program or activity, and to all contracts Contractor makes to carry out the WIA Title I – financially assisted program or activity. Contractor understands that DOE and the United States have the right to seek judicial enforcement of the assurance.

The undersigned shall require that language of this certification be included in the documents for all subcontracts at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients and contractors shall provide this certification accordingly.

D. CERTIFICATION REGARDING PUBLIC ENTITY CRIMES, SECTION 287.133, F.S.

Contractor hereby certifies that neither it, nor any person or affiliate of Contractor, has been convicted of a Public Entity Crime as defined in section 287.133, F.S., nor placed on the convicted vendor list. Contractor understands and agrees that it is required to inform Council immediately upon any change of circumstances regarding this status.

E. ASSOCIATION OF COMMUNITY ORGANIZATIONS FOR REFORM NOW (ACORN) FUNDING RESTRICTIONS ASSURANCE (Pub. L. 111-117).

As a condition of the Contract, Contractor assures that it will comply fully with the federal funding restrictions pertaining to ACORN and its subsidiaries per the Consolidated Appropriations Act, 2010, Division E, Section 511 (Pub. L. 111-117). The Continuing Appropriations Act, 2011, Sections 101 and 103 (Pub. L. 111-242), provides that appropriations made under Pub. L. 111-117 are available under the conditions provided by Pub. L. 111-117.

The undersigned shall require that language of this assurance be included in the documents for all subcontracts at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub recipients and contractors shall provide this assurance accordingly.

F. SCRUTINIZED COMPANIES LISTS CERTIFICATION AND NO BOYCOTT OF ISRAEL CERTIFICATION, SECTION 287.135, F.S.

In accordance with section 287.135, F.S., Contractor hereby certifies that it has not been placed on the Scrutinized Companies that Boycott Israel List and that is not engaged in a boycott of Israel.

If this Contract is in the amount of \$1 million or more, in accordance with the requirements of section 287.135, F.S., Contractor hereby certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists and that it is not engaged in business operations in Cuba or Syria.

Contractor understands that pursuant to section 287.135, F.S., the submission of a false certification may result in the Council terminating this Contract and the submission of a false certification may subject Contractor to civil penalties, attorney's fees, and/or costs, including any costs for investigation that led to the finding of false certification.

If Contractor is unable to certify to any of the statements in this certification, Contractor shall attach an explanation to this Contract.

G. CERTIFICATION REGARDING DATA INTEGRITY COMPLIANCE FOR CONTRACT, AGREEMENTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

1. The Contractor and any Subcontractors of services under this Contract have financial management systems capable of providing certain information, including: (1) accurate, current, and complete

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disclosure of the financial results of each grant-funded project or program in accordance with the prescribed reporting requirements; (2) the source and application of funds for all contract supported activities; and (3) the comparison of outlays with budgeted amounts for each award. The inability to process information in accordance with these requirements could result in a return of grant funds that have not been accounted for properly.

2. Management Information Systems used by the Contractor, Subcontractors, or any outside entity on which the Contractor is dependent for data that is to be reported, transmitted or calculated, have been assessed and verified to be capable of processing data accurately, including year-date dependent data. For those systems identified to be non-compliant, Contractors will take immediate action to assure data integrity.
3. If this Contract includes the provision of hardware, software, firmware, microcode or imbedded chip technology, the undersigned warrants that these products are capable of processing year-date dependent data accurately. All versions of these products offered by the Contractor (represented by the undersigned) and purchased by the state will be verified for accuracy and integrity of data prior to transfer.
4. In the event of any decrease in functionality related to time and date related codes and internal subroutines that impede the hardware or software programs from operating properly, the Contractor agrees to immediately make required corrections to restore hardware and software programs to the same level of functionality as warranted herein, at no charge to the state, and without interruption to the ongoing business of the state, time being of the essence.
5. The Contractor and any Subcontractors of services under this Contract warrant their policies and procedures include a disaster plan to provide for service delivery to continue in case of an emergency including emergencies arising from data integrity compliance issues.

H. VERIFICATION OF EMPLOYMENT STATUS CERTIFICATION

As a condition of contracting with the Council, Contractor certifies the use of the U.S. Department of Homeland Security's E-verify system to verify the employment eligibility of all new employees hired by Contractor during the contract term to perform employment duties pursuant to this Contract and that any subcontracts include an express requirement that subcontractors performing work or providing services pursuant to this Contract utilize the E-verify system to verify the employment eligibility of all new employees hired by the subcontractor during the entire Contract term.

The Contractor shall require that the language of this certification be included in all subcontract, subgrants, and other agreements and that all subcontractors shall certify compliance accordingly.

This certification is a material representation of fact upon which reliance was placed when this Contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this Contract imposed by OMB Circulars A-102 and 2 CFR Part 200, and 215 (formerly OMB Circular A-110).

I. RECORDS AND DOCUMENTATION

The Contractor agrees to make available to Council staff and/or party designated by the Council any and all contract related records and documentation. The Contractor shall ensure the collection and maintenance of all program related information and documentation of any such system designated by the Council. Maintenance includes valid exports and backups of all data and systems according to Council standards.

J. CERTIFICATION REGARDING INSPECTION OF PUBLIC RECORDS

1. In addition to the requirements of Sections 10.1 of the Master Contract, and 119.0701(3) and (4) F.S., and any other applicable law, if a civil action is commenced as contemplated by section 119.0701(4), F.S., and the Council is named in the civil action, Contractor agrees to indemnify and hold harmless the Council for any costs incurred by the Council, and any attorneys' fees assessed

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or awarded against the Council from a Public Records Request made pursuant to Chapter 119, F.S., concerning this Contract or services performed thereunder.

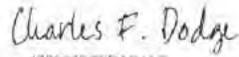
- a. Notwithstanding section 119.0701, F.S., or other Florida law, this section is not applicable to contracts executed between the Council and state agencies or subdivisions defined in section 768.28(2), F.S.
- 2. Section 119.01(3), F.S., states if public funds are expended by an agency in payment of dues or membership contributions for any person, corporation, foundation, trust, association, group, or other organization, all the financial, business, and membership records of such an entity which pertain to the public agency (Florida Department of Elder Affairs) are public records. Section 119.07, F.S., states that every person who has custody of such a public record shall permit the record to be inspected and copied by any person desiring to do so, under reasonable circumstances.

Additionally, I certify this organization does _____ does not _____ provide for institutional memberships.

Contractor's signature below attests that records pertaining to the dues or membership application by the Council are available of inspection if applicable, as stated above.

By execution of this Contract, Contractor must include these provisions (A-1) in all related subcontract agreements (if applicable).

By signing below, Contractor certifies the representations outlined in parts A through I above, are true and correct.

DocuSigned by:

 47B966E6FDAD4AE

 Signature and Title of Authorized Representative

August 9, 2023

 Date

City of Pembroke Pines, Florida / Southwest Focal Point Senior Center
Contractor

301 NW 103rd Avenue
Pembroke Pines, FL 33026

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ATTACHMENT VII

ASSURANCES—NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 45 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0043), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET, SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

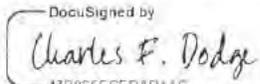
Note: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) § 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. § 290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with the provisions of the Hatch Act (5 U.S.C. §1501-1508 and 7324-7328), which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

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9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §276a to 276a-7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. §874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. § 327-333), regarding labor standards for federally assisted construction sub agreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000.00 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §1721 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §4801 et seq.), which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and 2 CFR Part 200.
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

<p>SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL</p> <p>DocuSigned by  47B966ECFDAD4AC</p>	<p>TITLE</p> <p>City Manager</p>
<p>APPLICANT ORGANIZATION</p> <p>City of Pembroke Pines, Florida / Southwest Focal Point Senior Center</p>	<p>DATE SUBMITTED</p> <p>August 9, 2023</p>

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Contract JL023-10-2024

ATTACHMENT VIII

STATE OF FLORIDA DEPARTMENT OF ELDER AFFAIRS
CIVIL RIGHTS COMPLIANCE CHECKLIST

City of Pembroke Pines, Florida / Southwest Focal Point Senior Center	County Broward	AAA/Contractor
301 NW 103 rd Avenue	Completed By	
Pembroke Pines, FL 33026	Date	Phone 954-450-6888

PART I. READ THE ATTACHED INSTRUCTIONS FOR ILLUSTRATIVE INFORMATION, WHICH WILL HELP YOU IN THE COMPLETION OF THIS FORM.

1. Briefly describe the geographic area served by the program/facility and the type of service provided:

2. POPULATION OF AREA SERVED. Source of data:

Total #	% White	% Black	% Hispanic	% Other	% Female		
---------	---------	---------	------------	---------	----------	--	--

3. STAFF CURRENTLY EMPLOYED. Effective date:

Total #	% White	% Black	% Hispanic	% Other	% Female	% Disabled	
---------	---------	---------	------------	---------	----------	------------	--

4. CLIENTS CURRENTLY ENROLLED OR REGISTERED. Effective date:

Total #	% White	% Black	% Hispanic	% Other	% Female	% Disabled	% Over 40
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5. ADVISORY OR GOVERNING BOARD, IF APPLICABLE.

Total #	% White	% Black	% Hispanic	% Other	% Female	% Disabled	
---------	---------	---------	------------	---------	----------	------------	--

PART II. USE A SEPARATE SHEET OF PAPER FOR ANY EXPLANATIONS REQUIRING MORE SPACE.

6. Is an Assurance of Compliance on file with the Council? If NA or NO, explain. NA YES NO

7. Compare the staff composition to the population. Is the staff representative of the population? NA YES NO

If NA or NO, explain.

8. Compare the client composition to the population. Are race and sex characteristics representative of the NA YES NO

Population? If NA or NO, explain.

9. Are eligibility requirements for services applied to clients and applicants without regard to race, NA YES NO

color, national origin, sex, age, religion, or disability? If NA or NO, explain.

10. Are all benefits, services, and facilities available to applicants and participants in an equally effective NA YES NO

manner regardless of race, sex, color, age, national origin, religion, or disability? If NA or NO, explain.

11. For in-patient services, are room assignments made without regard to race, color, national NA YES NO

origin, or disability? If NA or NO, explain.

July 1, 2023 – June 30, 2024

Exhibit "A"
Contract JL023-10-2024

12. Is the program/facility accessible to non-English speaking clients? If NA or NO, explain. NA YES NO
-
13. Are employees, applicants, and participants informed of their protection against discrimination?
If yes, how? Verbal Written Poster If NA or NO, explain. NA YES NO
-
14. Give the number and current status of any discrimination complaints regarding services or employment filed against the program/facility. NA NUMBER
-
15. Is the program/facility physically accessible to mobility, hearing, and sight-impaired individuals? If NA or NO, explain. NA YES NO
-

PART III. THE FOLLOWING QUESTIONS APPLY TO PROGRAMS AND FACILITIES WITH 15 OR MORE EMPLOYEES

16. Has a self-evaluation been conducted to identify any barriers to serving disabled individuals, and to make any necessary modifications? If NO, explain. YES NO
-
17. Is there an established grievance procedure that incorporates due process in the resolution of complaints? If NO, explain. YES NO
-
18. Has a person been designated to coordinate Section 504 compliance activities? If NO, explain. YES NO
-
19. Do recruitment and notification materials advise applicants, employees, and participants of nondiscrimination on the basis of disability? If NO, explain. YES NO
-
20. Are auxiliary aids available to assure the accessibility of services to hearing and sight impaired individuals? If NO, explain. YES NO
-

PART IV. FOR PROGRAMS OR FACILITIES WITH 50 OR MORE EMPLOYEES AND FEDERAL CONTRACTS OF \$50,000.00 OR MORE.

21. Do you have a written affirmative action plan? If NO, explain. YES NO
-

DOEA USE		
Reviewed By	In Compliance: YES NO*	
Program Office	*Notice of Corrective Action Sent ___/___/___	
Date	Telephone	Response Due ___/___/___
On-Site	Desk Review	Response Received ___/___/___

July 1, 2023 – June 30, 2024

Contract JL023-10-2024

INSTRUCTIONS FOR THE CIVIL RIGHTS COMPLIANCE CHECKLIST

1. Describe the geographic service area such as a district, county, city, or other locality. If the program/facility serves a specific target population such as adolescents, describe the target population. Also, define the type of service provided.
2. Enter the percent of the population served by race and sex. The population served includes persons in the geographical area for which services are provided such as a city, county or other regional area. Population statistics can be obtained from local chambers of commerce, libraries, or any publication from the 1980 Census containing Florida population statistics. Include the source of your population statistics. ("Other" races include Asian/Pacific Islanders and American Indian/Alaskan Natives.)
3. Enter the total number of full-time staff and their percent by race, sex, and disability. Include the effective date of your summary.
4. Enter the total number of clients who are enrolled, registered, or currently served by the program or facility, and list their percent by race, sex, and disability. Include the date that enrollment was counted.
5. Enter the total number of advisory board members and their percent by race, sex, and disability. If there is no advisory or governing board, leave this section blank.
6. Each recipient of federal financial assistance must have on file an assurance that the program will be conducted in compliance with all nondiscriminatory provisions as required in 45 CFR 80. This is usually a standard part of the contract language for DOE A recipients and their sub-grantees, 45 CFR 80.4 (a).
7. Is the race, sex, and national origin of the staff reflective of the general population? For example, if 10% of the population is Hispanic, is there a comparable percentage of Hispanic staff?
8. Where there is a significant variation between the race, sex or ethnic composition of the clients and their availability in the population, the program/facility has the responsibility to determine the reasons for such variation and take whatever action may be necessary to correct any discrimination. Some legitimate disparities may exist when programs are sanctioned to serve target populations such as elderly or disabled persons, 45 CFR 80.3 (b) (6).
9. Do eligibility requirements unlawfully exclude persons in protected groups from the provision of services or employment? Evidence of such may be indicated in staff and client representation (Questions 3 and 4) and also through on-site record analysis of persons who applied but were denied services or employment, 45 CFR 80.3 (a) and 45 CFR 80.1 (b) (2).
10. Participants or clients must be provided services such as medical, nursing and dental care, laboratory services, physical and recreational therapies, counseling and social services without regard to race, sex, color, national origin, religion, age or disability. Courtesy titles, appointment scheduling, and accuracy of record keeping must be applied uniformly and without regard to race, sex, color, national origin, religion, age, or disability. Entrances, waiting rooms, reception areas, restrooms, and other facilities must also be equally available to all clients, 45 CFR 80.3 (b).
11. For in-patient services, residents must be assigned to rooms, wards, etc., without regard to race, color, national origin, or disability. Also, residents must not be asked whether they are willing to share accommodations with persons of a different race, color, national origin, or disability, 45 CFR 80.3 (a).
12. The program/facility and all services must be accessible to participants and applicants, including those persons who may not speak English. In geographic areas where a significant population of non-English speaking people live, program accessibility may include the employment of bilingual staff. In other areas, it is sufficient to have a policy or plan for service, such as a current list of names and telephone numbers of bilingual individuals who will assist in the provision of services, 45 CFR 80.3 (a).

July 1, 2023 – June 30, 2024

Contract JL023-10-2024

13. Programs/facilities must make information regarding the nondiscriminatory provisions of Title VI available to their participants, beneficiaries, or any other interested parties. This should include information on their right to file a complaint of discrimination with either the Council, the State of Florida, Department of Elder Affairs, or the U.S. Department of HHS. The information may be supplied verbally or in writing to every individual, or may be supplied through the use of an equal opportunity policy poster displayed in a public area of the facility, 45 CFR 80.6 (d).
14. Report number of discrimination complaints filed against the program/facility, indicate the basis, e.g., race, color, creed, sex, age, national origin, disability, retaliation; the issues involved, e.g., services or employment, placement, termination, etc. Indicate the civil rights law or policy alleged to have been violated along with the name and address of the local, state, or federal agency with whom the complaint has been filed. Indicate the current status, e.g., settled, no reasonable cause found, failure to conciliate, failure to cooperate, under review, etc.
15. The program/facility must be physically accessible to disabled individuals. Physical accessibility includes designated parking areas, curb cuts or level approaches, ramps and adequate widths to entrances. The lobby, public telephone, restroom facilities, water fountains, information, and admissions offices should be accessible. Door widths and traffic areas of administrative offices, cafeterias, restrooms, recreation areas, counters, and serving lines should be observed for accessibility. Elevators should be observed for door width, and Braille or raised numbers. Switches and controls for light, heat, ventilation, fire alarms and other essentials should be installed at an appropriate height for mobility impaired individuals.
16. Section 504 of the Rehabilitation Act of 1973 requires that a recipient of federal financial assistance conduct a self-evaluation to identify any accessibility barriers. Self-evaluation is a four-step process:
 - a. With the assistance of a disabled individual/organization, evaluate current practices and policies which do not comply with Section 504.
 - b. Modify policies and practices that do not meet Section 504 requirements.
 - c. Take remedial steps to eliminate any discrimination that has been identified.
 - d. Maintain self-evaluation on file. (This checklist may be used to satisfy this requirement if these four steps have been followed.), 45 CFR 84.6.
17. Programs or facilities that employ 15 or more persons must adopt grievance procedures that incorporate appropriate due process standards and provide for the prompt and equitable resolution of complaints alleging any action prohibited by Section 504.45 CFR 84.7 (b).
18. Programs or facilities that employ 15 or more persons must designate at least one person to coordinate efforts to comply with Section 504.45 CFR 84.7 (a).
19. Continuing steps must be taken to notify employees and the public of the program/facility's policy of nondiscrimination on the basis of disability. This includes recruitment material, notices for hearings, newspaper ads, and other appropriate written communication. 45 CFR 84.8 (a).
20. Programs/facilities that employ 15 or more persons must provide appropriate auxiliary aids to persons with impaired sensory, manual, or speaking skills where necessary. Auxiliary aids may include, but are not limited to, interpreters for hearing impaired individuals, taped or Braille materials, or any alternative resources that can be used to provide equally effective services. (45 CFR 84.52 (d)).
21. Programs/facilities with 50 or more employees and \$50,000.00 in federal contracts must develop, implement, and maintain a written affirmative action compliance program in accordance with Executive Order 11246. 41 CFR 60 and Title VI of the Civil Rights Act of 1964, as amended.

DOEA Form 101-B, Revised August 2010

Community Bus Service CITY OF PEMBROKE PINES GREEN ROUTE

The City of Pembroke Pines and Broward County Transit (BCT) have partnered to provide the Green Community Bus Route. This community bus service will increase the number of destinations and connections that can be reached through public transit. Destinations along the Green Route include: Westfork Plaza, Academic Village, Heritage Lakes Mobile Home Park (MHP), Chapel Trail Estates, Walmart at SW 184 Ave, Sedanos Plaza, Pines Professional Campus, Academic Village, NW 184 Ave between Sheridan St and Pines Blvd, NW 17 St/NW 178 Ave between NW 184 Ave and Pines Blvd and surrounding neighborhoods.

Connections are available from the Green Route to BCT routes 7 (Pines Boulevard), 28 (Memorial Hospital Miramar); Pembroke Pines Gold Community Bus at Westfork Plaza and Academic Village; Miramar Orange Route at Memorial Hospital Miramar.

All buses 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 Green Route is free of charge, but riders making connections to BCT routes are expected to pay the appropriate fares.

Hours of Operation

Monday- Saturday • 7:45 am – 7:55 pm

The Pembroke Pines Green Route operates approximately every 57 – 60 minutes, with designated stops. The last trip begins at 6:27 pm and ends at West Fork Plaza.

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 Pembroke Pines Green Route will not operate once a hurricane warning has been issued or if other hazards do not allow for the safe operation of the bus.

Holidays

The Pembroke Pines Green Route does not operate on the following holidays observed by City of Pembroke Pines:

New Year's Day • Martin Luther King Jr. Birthday
Presidents' Day • Memorial Day
Independence Day • Labor Day • Veterans' Day
Thanksgiving Day • Christmas Day

Holidays falling on a Sunday are not observed.

Bike Racks

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

Loading

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

Unloading

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

Information

For additional information about the Pembroke Pines Community Bus Service routes and connections, call the Pembroke Pines Southwest Focal Point Senior Center:

954.450.6850

Monday - Friday: 8 am - 4:30 pm
Hearing-speech impaired/TTY:

954.435.6579

Visit the City of Pembroke Pines web site at: www.ppines.com

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

BCT Rider Info 954.357.8400

Hearing-speech impaired/TTY
954.357.8302

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



Visit Broward County's web site
www.broward.org/BCT



BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS TRANSPORTATION DEPARTMENT TRANSIT DIVISION

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.

00,000 copies of this public document were promulgated at a gross cost of \$000.00 and \$0.000 per copy to Broward County Transit (BCT) and the City of Pembroke Pines. SD3759 3/16

CITY OF PEMBROKE PINES Green Route

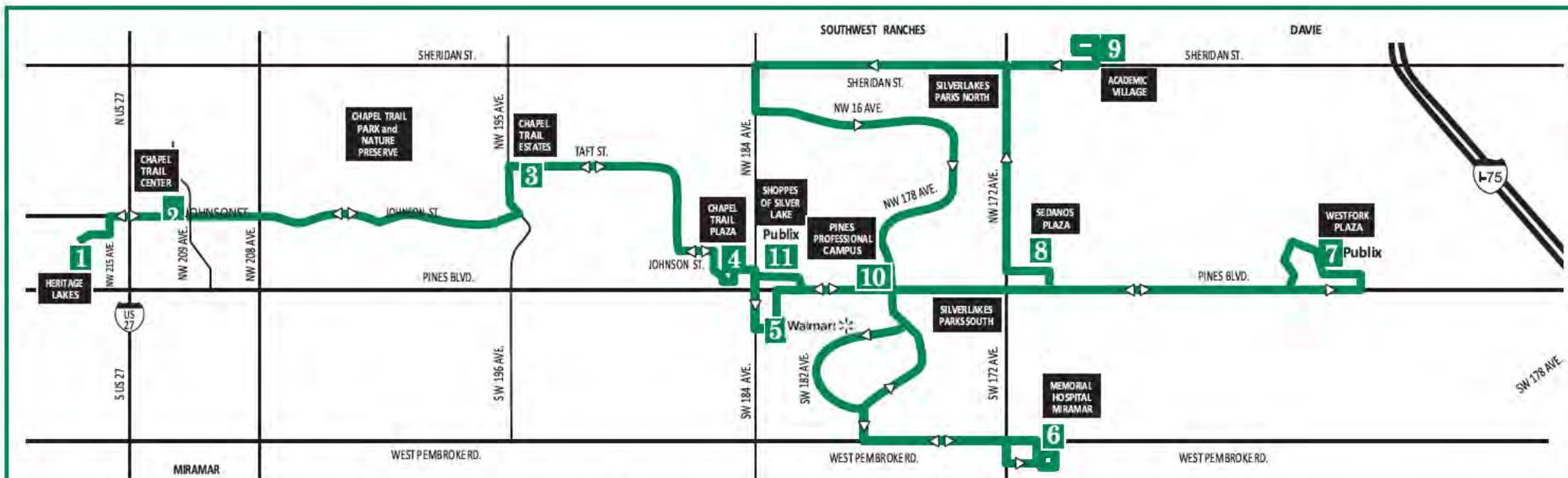
BCT Route 724



Community Bus Service Route and Timetable



Effective July 2016



GREEN ROUTE



HERITAGE LAKES (MHP) CLUBHOUSE	CHAPEL TRAIL CENTER (NW 209 & JOHNSON ST)	CHAPEL TRAIL ESTATES	CHAPEL TRAIL PLAZA (LA FITNESS)	WALMART SW 184 AVE -ARRIVE	WALMART AT SW 184 AVE -DEPART	MEMORIAL HOSPITAL MIRAMAR (MAIN ENTRANCE)	WEST FORK PLAZA (PUBLIX, DOLLAR TREE, REGAL CINEMA, COSTCO)	SEDANOS PLAZA	ACADEMIC VILLAGE	PINES PROFESSIONAL CAMPUS (FOUNTAIN)	SHOPPES OF SILVER LAKES (PUBLIX)	CHAPEL TRAIL ESTATES	CHAPEL TRAIL CENTER	HERITAGE LAKES (MHP) CLUBHOUSE
1	2	3	4	5	5	6	7	8	9	10	11	3	2	1
7:45a	7:51a	7:58a	8:04a	8:10a	8:18a	8:30a	8:45a	8:54a	9:04a	9:12a	9:18a	9:26a	9:33a	9:39a
8:42a	8:48a	8:55a	9:01a	9:07a	9:15a	9:27a	9:42a	9:51a	10:01a	10:09a	10:15a	10:23a	10:30a	10:36a
9:39a	9:45a	9:52a	9:58a	10:04a	10:12a	10:24a	10:39a	10:48a	10:58a	11:06a	11:12a	11:20a	11:27a	11:33a
10:36a	10:42a	10:49a	10:55a	11:01a	11:09a	11:21a	11:36a	11:45a	11:55a	12:03p	12:09p	12:17p	12:24p	12:30p
11:33a	11:39a	11:46a	11:52a	11:58a	12:06p	12:18p	12:33p	12:42p	12:52p	1:00p	1:06p	1:14p	1:21p	1:27p
12:30p	12:36p	12:43p	12:49p	12:55p	1:03p	1:15p	1:30p	1:39p	1:52p	1:59p	2:06p	2:14p	2:21p	2:27p
1:27p	1:33p	1:40p	1:46p	1:52p	2:00p	2:15p	2:30p	2:39p	2:52p	2:59p	3:06p	3:14p	3:21p	3:27p
2:27p	2:33p	2:40p	2:46p	2:52p	3:00p	3:15p	3:30p	3:39p	3:52p	3:59p	4:06p	4:14p	4:21p	4:27p
3:27p	3:33p	3:40p	3:46p	3:52p	4:00p	4:15p	4:30p	4:39p	4:52p	4:59p	5:06p	5:14p	5:21p	5:27p
4:27p	4:33p	4:40p	4:46p	4:52p	5:00p	5:15p	5:30p	5:39p	5:52p	5:59p	6:06p	6:14p	6:21p	6:27p
5:27p	5:33p	5:40p	5:46p	5:52p	6:00p	6:15p	6:30p	6:39p	6:52p	6:59p	7:06p	7:14p	7:21p	7:27p
6:27p	6:35p	6:43p	6:51p	6:59p	7:14p	7:34p	7:55p							

CITY OF PEMBROKE PINES COMMUNITY BUS GOLD ROUTE BCT ROUTE 725

The City of Pembroke Pines and Broward County Transit (BCT) have partnered to provide the Gold Community Bus Route. The Gold Community Bus Route operates on a two directional eastbound and westbound service. This community bus service will increase the number of destinations and connections that can be reached through public transit. Destinations along the Gold Route:

Eastbound service includes: Century Village Pembroke Pines, Flamingo Pines Plaza, Pembroke Lakes Mall, Memorial Hospital West, Southwest Focal Point, Flamingo Fall Plaza Fresh Market, Flanagan High School.

Connections are available from the Gold Route Eastbound service to BCT Routes 5 (Pembroke Lakes Mall, Memorial West Hospital), 7 (Pembroke Lakes Mall), 16 (Pembroke Lakes Mall, Memorial Hospital West), 23 (Pembroke Lakes Mall) 95express in front and opposite side of C.B. Smith Park; Pembroke Pines Blue East and Blue West Community Bus at Southwest Focal Point, Memorial Hospital West, Pembroke Lakes Mall, Hiatus Rd and Johnson St, Flamingo Rd and Johnson Street; Miramar Red Community Bus at Pembroke Lakes Mall.

Westbound service includes: Century Village Pembroke Pines, Shops of Pembroke Gardens, Westfork Plaza, Sedanos Plaza, Whole Foods, BJS Plaza, Pines Professional Campus, Walmart at SW 184 Ave

Connections are available from the Gold Route Westbound service to BCT Routes 7 (Along Pines Blvd), Pembroke Pines Green Route Community Bus at Westfork Plaza/Walmart at SW 184 Ave; Pines Professional Campus and Sedanos Plaza.

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

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

Hours of Operation

Monday - Saturday • 7:00 am - 7:21 pm

The Pembroke Pines Gold Route operates approximately every 45 minutes on the Eastbound Service and 65 minutes on the Westbound Service

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 Pembroke Pines Gold Route will not operate once a hurricane warning has been issued or if other hazards do not allow for the safe operation of the bus

Holiday Schedule

The Pembroke Pines Gold Route does not operate on the following holidays observed by the City of Pembroke Pines:

New Year's Day • Martin Luther King Jr. Birthday
Presidents' Day • Memorial Day
Independence Day • Labor Day • Veterans' Day
Thanksgiving Day • Christmas Day

Holidays falling on a Sunday are not observed.

Bike Racks

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

Loading

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

Unloading

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

Information

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Hearing-speech impaired/TTY:

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3,500 copies of this public document were promulgated at a gross cost of \$402 or \$.114 per copy to inform the public about Broward County Transit (BCT) and the City of Pembroke Pines Bus routes.

SD4012 9/16

CITY OF PEMBROKE PINES Gold Route

**Eastbound / Westbound
Service**

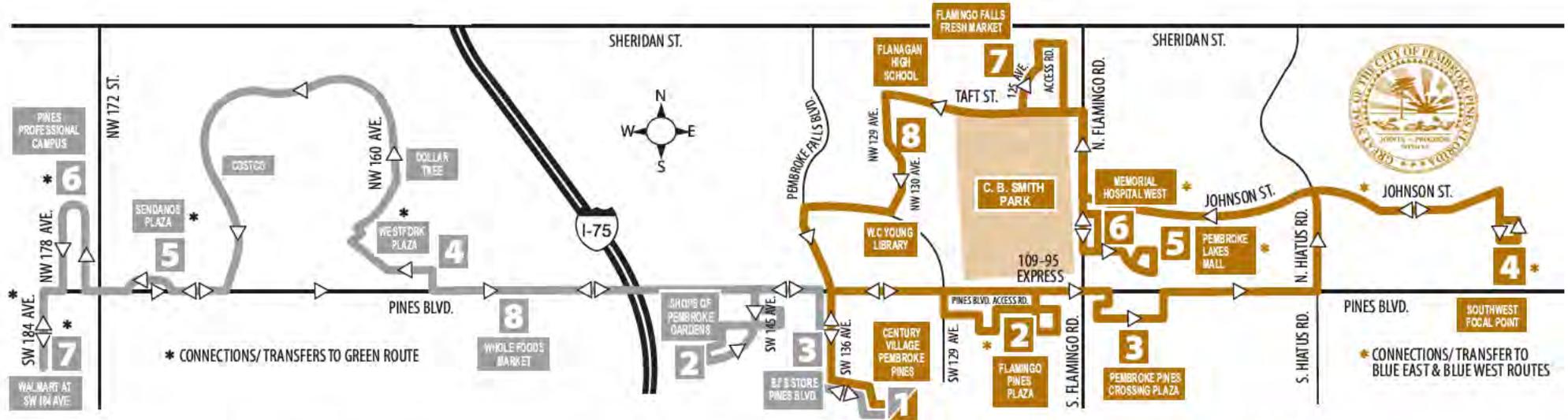
BCT Route 725



**Community Bus Service
Route and Timetable**



Effective September 22, 2016



GOLD WESTBOUND

CENTURY VILLAGE CLUBHOUSE	SHOPS OF PEMBROKE GARDENS SOUTH BUS SHELTER	BJ'S STORE PINES BLVD/ SW 145 AVE	WESTFORK PLAZA PUBLIX, DOLLAR TREE, & COSTCO	SEDANOS PLAZA - ANES B/ NW172 AVE	PINES PROFESSIONAL CAMPUS - PINES B/ NW178 AVE	WALMART AT PINES B/ SW 184 AVE	COBBLESTONE PLAZA- WHOLE FOODS MARKET	SHOPS OF PEMBROKE GARDENS SOUTH BUS SHELTER	BJ'S STORE PINES BLVD/ SW 145 AVE	CENTURY VILLAGE CLUBHOUSE
1	2	3	4	5	6	7	8	2	3	1
7:30a	7:39a	7:42a	7:50a	7:56a	8:01a	8:07a	8:17a	8:25a	8:28a	8:31a
8:35a	8:44a	8:47a	8:55a	9:01a	9:07a	9:11a	9:20a	9:27a	9:30a	9:33a
9:40a	9:48a	9:51a	9:59a	10:08a	10:14a	10:18a	10:27a	10:34a	10:37a	10:40a
10:45a	10:53a	10:56a	11:04a	11:13a	11:19a	11:23a	11:32a	11:39a	11:42a	11:45a
11:50a	11:58a	12:01p	12:09p	12:18p	12:24p	12:28p	12:37p	12:44p	12:47p	12:50p
12:55p	1:03p	1:06p	1:14p	1:23p	1:29p	1:33p	1:42p	1:49p	1:52p	1:55p
2:00p	2:08p	2:11p	2:19p	2:28p	2:34p	2:38p	2:47p	2:54p	2:57p	3:00p
3:05p	3:13p	3:16p	3:24p	3:33p	3:39p	3:43p	3:52p	3:59p	4:02p	4:05p
4:10p	4:18p	4:21p	4:29p	4:38p	4:44p	4:48p	4:57p	5:04p	5:07p	5:10p
5:15p	5:23p	5:26p	5:34p	5:43p	5:49p	5:53p	6:02p	6:09p	6:12p	6:15p
6:21p	6:29p	6:32p	6:40p	6:49p	6:55p	6:59p	7:08p	7:15p	7:18p	7:21p

GOLD ROUTE

GOLD EASTBOUND

CENTURY VILLAGE CLUBHOUSE	FLAMINGO PINES PLAZA (WALMART, PUBLIX)	PEMBROKE CROSSING PLAZA (TRADER JOES)	SOUTHWEST FOCAL POINT (ARRIVAL)	SOUTHWEST FOCAL POINT (DEPART)	PEMBROKE LAKES MALL (SEARS AUTO CENTER)	MEMORIAL HOSPITAL WEST (MAIN ENTRANCE)	FLAMINGO FALLS PLAZA (FRESH MARKET)	FLANAGAN HIGH SCHOOL (NW 129TH AVE & TAFT ST)	FLAMINGO PINES PLAZA (WALMART, PUBLIX)	CENTURY VILLAGE CLUBHOUSE
1	2	3	4	4	5	6	7	8	2	1
7:00a	7:14a	7:22a	7:31a	7:39a	7:49a	7:53a	8:01a	8:07a	8:17a	8:30a
7:45a	7:59a	8:07a	8:16a	8:24a	8:34a	8:38a	8:46a	8:52a	9:02a	9:15a
8:30a	8:44a	8:52a	9:01a	9:09a	9:19a	9:23a	9:31a	9:37a	9:47a	10:00a
9:15a	9:29a	9:37a	9:46a	9:54a	10:04a	10:08a	10:16a	10:22a	10:32a	10:45a
10:00a	10:14a	10:22a	10:31a	10:39a	10:49a	10:53a	11:01a	11:07a	11:17a	11:30a
10:45a	10:59a	11:07a	11:16a	11:24a	11:34a	11:38a	11:46a	11:52a	12:02p	12:15p
11:30a	11:44a	11:52a	12:01p	12:09p	12:19p	12:23p	12:31p	12:37p	12:47p	1:00p
12:15p	12:29p	12:37p	12:46p	12:54p	1:04p	1:08p	1:16p	1:22p	1:32p	1:45p
1:00p	1:14p	1:22p	1:31p	1:39p	1:49p	1:53p	2:01p	2:07p	2:17p	2:30p
1:45p	1:59p	2:07p	2:16p	2:24p	2:34p	2:38p	2:46p	2:52p	3:02p	3:15p
2:30p	2:44p	2:52p	3:01p	3:09p	3:19p	3:23p	3:31p	3:37p	3:47p	4:00p
3:15p	3:29p	3:37p	3:46p	3:54p	4:04p	4:08p	4:16p	4:22p	4:32p	4:46p
4:00p	4:14p	4:22p	4:31p	4:39p	4:49p	4:53p	5:01p	5:07p	5:17p	5:30p
4:45p	5:00p	5:08p	5:17p	5:25p	5:35p	5:39p	5:47p	5:53p	6:03p	6:16p
5:35p	5:49p	5:57p	6:06p	6:14p	6:24p	6:28p	6:36p	6:42p	6:52p	7:05p

Bold times indicate pm hours.

**CITY OF PEMBROKE PINES COMMUNITY BUS
BLUE EAST AND
BLUE WEST ROUTES**

The City of Pembroke Pines and Broward County Transit (BCT) have partnered to provide the Blue East and Blue West Community Bus Routes. This community bus service will increase the number of destinations and connections that can be reached through public transit. Destinations along the Blue East and Blue West Routes include:

BLUE EAST

Destinations along the Blue East include: Pines Place, Big Lots Plaza, Publix-Pembroke Commons, Sedano's Pines Blvd & NW 103 Ave, Pembroke Pines City Hall, Carl Shechter Southwest Focal Point Community Center, Beall's-Plaza-Doris'Market, Douglas Gardens and surrounding neighborhoods.

Connections are available from the Blue East Route to BCT routes 2 and University Breeze (University Dr), 7 (Pines Blvd), 107-95 Express University Dr Park & Ride (next to Pembroke Commons Plaza), Pembroke Pines Community Bus Gold and Blue West at Carl Shechter Southwest Focal Point Center, Beall's Plaza.

BLUE WEST

Destinations along the Blue West Routes include: Century Village Clubhouse, Park Place, Carl Shechter Southwest Focal Point Community Center, Villas West, Memorial Hospital West, Pembroke Lakes Mall, Flamingo Pines Plaza, Colony Point, and surrounding neighborhoods.

Connections are available from the Blue West Route to BCT routes 5(Pembroke Lakes Mall), 7(Pines Blvd and Pembroke Lakes Mall) 23(Pembroke Lakes Mall), 109-95 Express (in front and opposite side of C.B. Smith Park), Pembroke Pines Blue East and Gold Community Bus at Carl Shechter Southwest Focal Point Community Center, Memorial Hospital West, Pembroke Lakes Mall, and Miramar Red Community Bus at Pembroke Lakes Mall.

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

The Pembroke Pines Blue East and Blue West are free of charge, but riders making connections to BCT routes are expected to pay the appropriate fares.

Hours of Operation

**Tuesday, Wednesday & Friday
9:00 am – 3:25 pm Blue East
Tuesday, Wednesday and Friday
8:00 am – 3:15 pm Blue West**

The Pembroke Pines Blue East and Blue West Routes operate approximately every 69 and 70 minutes, with designated stops for each route.

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 Pembroke Pines Blue East and Blue West 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.

Holiday Schedule

The Pembroke Pines Blue East and Blue West Routes do not operate on the following holidays observed by City of Pembroke Pines:

- New Year's Day
- Martin Luther King Jr. Birthday
- Presidents' Day
- Memorial Day
- Independence Day
- Labor Day
- Veterans' Day
- Thanksgiving Day
- Christmas Day

Holidays falling on a Sunday are not observed.

Bike Racks

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

Loading

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

Unloading

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

Information

For additional information about the Pembroke Pines Community Bus Service routes and connections, call the Pembroke Pines Southwest Focal Point Senior Center:

954.450.6850

Monday - Friday: 8 am - 4:30 pm
Hearing-speech impaired/TTY:

954.435.6579

Visit the City of Pembroke Pines web site at: www.ppines.com

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

BCT Rider Info 954.357.8400

Hearing-speech impaired/TTY
954.357.8302

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



Visit Broward County's web site
www.Broward.org/BCT



**BROWARD COUNTY
BOARD OF COUNTY COMMISSIONERS
TRANSPORTATION DEPARTMENT
TRANSIT DIVISION**
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 954-357-8461 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.

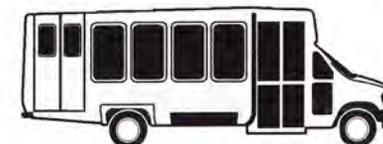
1,500 copies of this public document were promulgated at a gross cost of \$21.50 or \$.018 per copy to inform the public about Broward County Transit (BCT) and the City of Pembroke Pines Bus routes. SD4650 Reprinted 1/18

**CITY OF
PEMBROKE PINES
Blue East Route
Blue West Route**

**BCT Route 726 East
BCT Route 727 West**

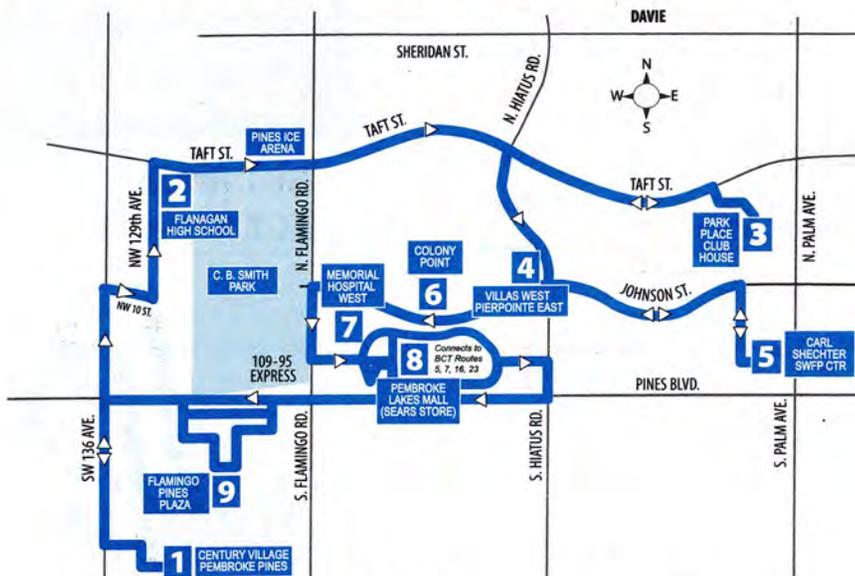


**Community Bus Service
Route and Timetable**



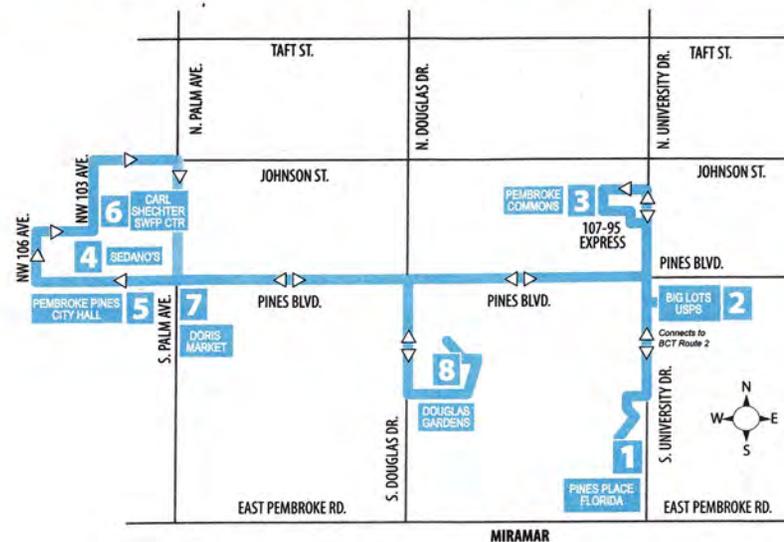
Effective September 2017

BCT ROUTE 727 BLUE WEST ROUTE



1	2	3	4	5	5	6	7	8	9	1
CENTURY VILLAGE CLUBHOUSE	FLANAGAN HIGH SCHOOL	PARK PLACE CLUBHOUSE	VILLAS WEST PIERPOINTE EAST	CARL SHECHTER SW FOCAL PT. CTR ARRIVAL	CARL SHECHTER SW FOCAL PT. CTR DEPART	COLONY POINT	MEMORIAL HOSPITAL WEST	PEMBROKE LAKES MALL (SEARS STORE)	FLAMINGO PINES PLAZA (PUBLIX, WALMART)	CENTURY VILLAGE CLUBHOUSE
8:00a	8:12a	8:20a	8:25a	8:30a	8:35a	8:38a	8:45a	8:50a	9:00a	9:10a
9:10a	9:18a	9:30a	9:35a	9:40a	9:45a	9:48a	9:55a	10:00a	10:10a	10:20a
10:20a	10:28a	10:40a	10:45a	10:50a	10:55a	10:58a	11:05a	11:10a	11:20a	11:30a
11:30a	11:38a	11:50a	11:55a	12:00p	12:05p	12:08p	12:15p	12:20p	12:30p	12:40p
12:40p	12:48p	1:00p	1:05p	1:10p	1:15p	1:18p	1:25p	1:30p	1:40p	1:50p
1:50p	1:58p	2:10p	2:15p	2:20p	2:25p	2:28p	2:35p	2:40p	2:50p	3:00p
3:00p				3:15p						

BCT ROUTE 726 BLUE EAST ROUTE



1	2	3	4	5	6	6	7	8	1
PINES PLACE 8203 FLORIDA DR - BUILDING	BIG LOTIUSPS PINES BL & UNIVERSITY DR.	PUBLIX-PEMBROKE COMMONS	SEDANO'S PINES B & 103 A	PEMBROKE PINES CITY HALL	CARL SHECHTER SW FOCAL PT. CTR ARRIVAL	CARL SHECHTER SW FOCAL PT. CTR DEPART	BEALLS PLAZA (DORIS MKT) PINES BL & PALM AV	DOUGLAS GARDENS SW 88 AVE-BUILDING	PINES PLACE 8203 FLORIDA DR - BUILDING
9:00a	9:07a	9:15a	9:25a	9:28a	9:34a	9:40a	9:49a	9:58a	10:09a
10:09a	10:16a	10:24a	10:34a	10:37a	10:43a	10:49a	10:58a	11:07a	11:18a
11:18a	11:25a	11:33a	11:43a	11:46a	11:52a	11:58a	12:07p	12:16p	12:27p
12:27p	12:34p	12:42p	12:52p	12:55p	1:01p	1:07p	1:16p	1:25p	1:36p
1:36p	1:43p	1:51p	2:01p	2:04p	2:10p	2:16p	2:25p	2:34p	2:45p
2:51p	2:58p	3:06p	3:16p	3:19p	3:25p				



2023/24 SCHOOL CALENDAR

For an ADA accessible version of this calendar, visit browardschools.com/accessiblecalendar.

AUGUST				
M	T	W	T	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

SEPTEMBER				
M	T	W	T	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

OCTOBER				
M	T	W	T	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

NOVEMBER				
M	T	W	T	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	

DECEMBER				
M	T	W	T	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

JANUARY				
M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

FEBRUARY				
M	T	W	T	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	

MARCH				
M	T	W	T	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

APRIL				
M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

MAY				
M	T	W	T	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

JUNE				
M	T	W	T	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

- Employee Planning (no school for students)
- Schools and Administrative Offices Closed
- Schools Closed
- Report Cards Issued
- Interim Reports Issued
- Early Release Day
- First and Last Day of School

Hurricane Make-up Days: 10/23/23, 1/19/24, 3/21/24, 5/24/24, 6/10/24

Current Vehicles Utilized for the School Transportation Program

	Bus #	VIN	Body Model	Chasis Manufacturer	Passengers	Seat Belted?	Wheel Chair?	Year	Estimated Value
1	8201	1HVBBAAN22H546705	BlueBird	International	65	Yes	No	2002	26,000
2	8202	1HVBBAAN42H546706	BlueBird	International	65	Yes	No	2002	26,000
3	8203	1HVBBAAN62H546707	BlueBird	International	65	Yes	No	2002	26,000
4	8204	1HVBBAAN82H546708	BlueBird	International	65	Yes	No	2002	26,000
5	8205	1HVBBAANX2H546709	BlueBird	International	65	Yes	No	2002	26,000
6	8206	1HVBBAAN62H546710	BlueBird	International	65	Yes	No	2002	26,000
7	8207	1HVBBAAN82H546711	BlueBird	International	65	Yes	No	2002	26,000
8	8208	1HVBBAANX2H546712	BlueBird	International	65	Yes	No	2002	26,000
9	8209	1HVBBAAN12H546713	BlueBird	International	65	Yes	No	2002	26,000
10	8210	1HVBBAAN32H546714	BlueBird	International	65	Yes	No	2002	26,000
11	8211	1HVBBAAN52H546715	BlueBird	International	65	Yes	No	2002	26,000
12	8212	1HVBBAAN72H546716	BlueBird	International	65	Yes	No	2002	26,000
13	8213	1HVBBAAN92H546717	BlueBird	International	65	Yes	No	2002	26,000
14	8214	1HVBBAAN02H546718	BlueBird	International	65	Yes	No	2002	26,000
15	8215	1HVBBAAN22H546719	BlueBird	International	65	Yes	No	2002	26,000
16	8216	1HVBBAAN92H546720	BlueBird	International	65	Yes	No	2002	26,000
17	8218	1HVBBAAN22H546722	BlueBird	International	65	Yes	No	2002	26,000
18	8219	1HVBBAAN42H546723	BlueBird	International	65	Yes	No	2002	26,000
19	8220	1HVBBAAN62H546724	BlueBird	International	65	Yes	No	2002	26,000
20	8221	1HVBBAAN82H546725	BlueBird	International	65	Yes	No	2002	26,000
21	8222	1HVBBAANX2H546726	BlueBird	International	65	Yes	No	2002	26,000
22	8223	1HVBBAAN12H546727	BlueBird	International	65	Yes	No	2002	26,000
23	8224	1HVBBAAN32H546728	BlueBird	International	65	Yes	No	2002	26,000
24	8225	1HVBBAAN52H546729	BlueBird	International	65	Yes	No	2002	26,000
25	8226	1HVBBAAN12H546730	BlueBird	International	65	Yes	No	2002	26,000
26	8228	1HVBBAAN52H546732	BlueBird	International	65	Yes	No	2002	26,000
27	8229	1HVBBAAN72H546733	BlueBird	International	65	Yes	No	2002	26,000
28	8230	1HVBBAAN92H546734	BlueBird	International	65	Yes	No	2002	26,000
29	8231	1HVBBAAN13H592902	BlueBird	International	65	Yes	No	2002	32,500
30	8232	1HVBBAAN33H592903	BlueBird	International	65	Yes	No	2003	32,500
31	8233	1HVBBAAN53H592904	BlueBird	International	65	Yes	No	2003	32,500
32	8234	1HVBBAAN73H592905	BlueBird	International	65	Yes	No	2003	32,500
33	8235	1HVBBAAN93H592906	BlueBird	International	65	Yes	No	2003	32,500
34	8236	1HVBBAAN03H592907	BlueBird	International	65	Yes	No	2003	32,500
35	8237	1HVBBAAN23H592908	BlueBird	International	65	Yes	No	2003	32,500
36	8238	1HVBBAAN83H595361	BlueBird	International	65	Yes	No	2003	32,500
37	8239	1HVBBAANX3H595362	BlueBird	International	65	Yes	No	2003	32,500
38	8240	1HVBBAAN13H595363	BlueBird	International	65	Yes	No	2003	32,500
39	8241	1HVBBAAN33H595364	BlueBird	International	65	Yes	No	2003	39,200
40	8242	1HVBBAAN34H595365	BlueBird	International	65	Yes	No	2003	39,200
41	8243	1HVBBAAN54H595366	BlueBird	International	65	Yes	No	2003	39,200
42	8244	1HVBBAAN74H595367	BlueBird	International	65	Yes	No	2003	39,200
43	8853	4UZAAXAK91CH54586	Thomas	Freightliner	1+30	Yes	Yes	2000	18,000
44	8854	4UZAAXAK71CH54585	Thomas	Freightliner	1+30	Yes	Yes	2000	18,000
45	8855	4UZAAXAKO1CH54587	Thomas	Freightliner	1+30	Yes	Yes	2000	18,000
46	8856	4UZAAXAK21CH54588	Thomas	Freightliner	1+30	Yes	Yes	2000	18,000
47	8857	1HVBBAAN44H595360	BlueBird	International	3+42	Yes	Yes	2003	26,800
48	9201	1BAKFCSAXPF392713	BlueBird	Florida Trans Systems	65	Yes	No	2023	116,000
49	9202	1BAKFCSA1PF392714	BlueBird	Florida Trans Systems	65	Yes	No	2023	116,000
50	9203	1BAKFCSAXPF392715	BlueBird	Florida Trans Systems	65	Yes	No	2023	116,000
51	9204	1BAKFCSA1RF801913	BlueBird	Florida Trans Systems	65	Yes	No	2024	135,844
52	9205	1BAKFCSAXRF801912	BlueBird	Florida Trans Systems	65	Yes	No	2024	135,844
53	9206	1BAKFCSA3RF801914	BlueBird	Florida Trans Systems	65	Yes	No	2024	135,844
54	4000	1GCNCPEA9DZ158958	1500 Pick Up	Chevrolet	2	Yes	N/A	2013	15,000

Current Vehicles Utilized for the Shuttle Bus Transportation Programs

	VEH NO.	SEAT CAP W/O DRIVER	YEAR/MAKE	VIN #	TAG #	FDOT Control#	FUEL TYPE	DIESEL EXHAUST FLUID	W/C LIFT/NONE	HANDICAP PERMIT #	SECUREMENT SYSTEM	Estimated Value for Insurance	FUNDING SOURCE	Program Use	DELIVERY DATE
1	8820	17 (w/out W/C)	2014 Ford El Dorado	1FDFE4FS7DDB27284	XA4701	97441	Gas	NO	W/C Lift	TBA	Ricon/Q'Straint	73,641.00	City&5310	LSP	9/17/14
2	8870	16 (w/out W/C)	2010 Ford GOSH Bus	1FDFE4FS7ADA02555	241590		Gas	NO	W/C Lift	A7035871	Ricon/Q'Straint	45,000.00	City	LSP	12/14/09
3	8880	20 (w/out W/C)	2013 Ford E450 Bus	1FDFE4FS1CDB30437	139197		Gas	NO	W/C Lift	A8473894	Ricon/Q'Straint	65,000.00	City&SFRTA -5309	LSP	10/29/12
4	8882	20 (w/out W/C)	2013 Ford E450 Bus	1FDFE4FS8CDB30435	223063		Gas	NO	W/C Lift	A8473839	Ricon/Q'Straint	65,000.00	City&SFRTA -5309	LSP	10/29/12
5	8883	20 (w/out W/C)	2013 Ford E450 Bus	1FDFE4FS3CDB38233	223064		Gas	NO	W/C Lift	A8473838	Ricon/Q'Straint	65,000.00	City&SFRTA -5309	LSP	10/29/12
6	8884	20 (w/out W/C)	2013 Ford E450 Bus	1FDFE4FS2CDB38241	81937		Gas	NO	W/C Lift	A8473840	Ricon/Q'Straint	65,000.00	City&SFRTA -5309	LSP	10/29/12
7	8889	20 (w/out W/C)	2014 Ford Elkhart E450	1FDFE4FS5EDA88289	204662		Gas	NO	W/C Lift	TBA	Ricon/Q'Straint	40,000.00	City&SFRTA -5309	LSP	8/26/14
8	8893	18 (w/out W/C)	2015 Ford/Turtle Top F550 4x2	1FDUF5GYOFEC84827	XE6616	98450	Gas	NO	W/C Lift	TBA	Ricon/Q'Straint	103,042.00	City&5310	LSP	7/31/15
9	8896	18 (w/out W/C)	2016 Ford Cutaway Turtle Top Odyssey XL	1FDAF5GY4GEA75174	134758	70411	Gas	NO	W/C Lift	TBA	Ricon/Q'Straint	105,245.00	City&5310	LSP	10/13/16
10	8897	18 (w/out W/C)	2016 Ford Cutaway Turtle Top Odyssey XL	1FDAF5GYXGEA75177	134757	70421	Gas	NO	W/C Lift	TBA	Ricon/Q'Straint	105,245.00	City&5310	LSP	10/13/16
11	8898	16 (w/out W/C)	2018 Ford F550 Goshen Coach	1FDAF5GY1HEF01047	XF5133	70494	Gas	NO	W/C Lift	TBA	Ricon/Q'Straint	101,334.00	City&5310	LSP	5/25/18
12	8899	20 (w/out W/C)	2018 Ford F550 Goshen Gforce Bus	1FDAF5GY4HEF22376	XF5134	40002	Gas	NO	W/C Lift	TBA	Ricon/Q'Straint	101,334.00	City & 5310	LSP	7/31/18
13	8900	16 (w/out W/C)	2018 Ford F550 Goshen Gforce Bus	1FDAF5GYXHEF01046	216579	40009	Gas	NO	W/C Lift	TBA	Ricon/Q'Straint	101,334.00	City & 5310	LSP	10/4/18
14	8901	20 (w/out W/C)	2018 Ford F550 Goshen Gforce Bus	1FDAF5GY5HEF22385	216580	40046	Gas	NO	W/C Lift	TBA	Ricon/Q'Straint	101,334.00	City & 5310	LSP	11/26/16
15	8902	18 (w/out W/C)	2019 Ford F550 Goshen Coach Bus	1FDAF5GY1KDA16145	XA8018	40123	Gas	NO	W/C Lift	TBA	Ricon/Q'Straint	105,943.00	City & 5310	LSP	6/18/19
16	8903	18 (w/out W/C)	2019 Ford F550 Goshen Coach Bus	1FDAF5GY4KEE69167	XA8019	40124	Gas	NO	W/C Lift	TBA	Ricon/Q'Straint	105,943.00	City & 5310	LSP	6/18/19
17	8904	14 (w/out W/C)	2020 Ford E-450 Cutaway Turtle Top Bus	1FDFE4FSXKDC72798	104860	40219	Gas	NO	W/C Lift	TBA	Ricon/Q'Straint	91,993.00	City & 5310	LSP	9/28/20
18	8905	14 (w/out W/C)	2020 Ford E-450 Cutaway Turtle Top Bus	1FDFE4FS1KDC72799	XA2162	40220	Gas	NO	W/C Lift	TBA	Ricon/Q'Straint	91,993.00	City & 5310	LSP	9/28/20
19	8906	18 (w/out W/C)	2021 F550 G-Force Champion Bus	1FDUF5GN3MEE11038	XJ0566	40282	Gas	NO	W/C Lift	TBA	Ricon/Q'Straint	105,000.00	City & 5310	LSP	9/23/21
20	8907	18 (w/out W/C)	2021 F550 G-Force Champion Bus	1FDUF5GNXMDA13380	XJ0565	40283	Gas	NO	W/C Lift	TBA	Ricon/Q'Straint	105,000.00	City & 5310	LSP	9/23/21
21	8920	18 (w/out W/C)	2021 Ford Champion Defender Bus	1FDUF5GN0LED72018	TI4656	N/A	Gas	NO	W/C Lift	TBA	Ricon/Q'Straint	105,000.00	BCT	CBS	3/25/21
22	8921	18 (w/out W/C)	2021 Ford Champion Defender Bus	1FDUF5GN9LED72020	TI4657	N/A	Gas	NO	W/C Lift	TBA	Ricon/Q'Straint	105,000.00	BCT	CBS	3/25/21
23	8922	18 (w/out W/C)	2021 Ford Champion Defender Bus	1FDUF5GN5LEE97645	TI4664	N/A	Gas	NO	W/C Lift	TBA	Ricon/Q'Straint	105,000.00	BCT	CBS	3/25/21
24	8923	18 (w/out W/C)	2021 Ford Champion Defender Bus	1FDUF5GN0LDA14939	TI4652	N/A	Gas	NO	W/C Lift	TBA	Ricon/Q'Straint	105,000.00	BCT	CBS	3/25/21
25	8924	18 (w/out W/C)	2021 Ford Champion Defender Bus	1FDUF5GN5LDA14936	TI4653	N/A	Gas	NO	W/C Lift	TBA	Ricon/Q'Straint	105,000.00	BCT	CBS	4/7/21
26	8925	18 (w/out W/C)	2021 Ford Champion Defender Bus	1FDUF5GN7LDA14940	TI4654	N/A	Gas	NO	W/C Lift	TBA	Ricon/Q'Straint	105,000.00	BCT	CBS	4/7/21
27	8926	18 (w/out W/C)	2021 Ford Champion Defender Bus	1FDUF5GN9LDA14938	TI4555	N/A	Gas	NO	W/C Lift	TBA	Ricon/Q'Straint	105,000.00	BCT	CBS	4/7/21
28	8927	18 (w/out W/C)	2021 Ford Champion Defender Bus	1FDUF5GN3LEE90600	TI4662	N/A	Gas	NO	W/C Lift	TBA	Ricon/Q'Straint	105,000.00	BCT	CBS	4/7/21

Charter School General Bus Schedule

Bus #	5:30	6:30	7:30	8:30	9:30	10:30	11:30	12:30	1:30	2:30	3:30	4:30	5:30
8214	5:30	H.S. # 1	West A						1:00	H.S. # 1	West A		
			Red								Red		
8243	5:30	H.S. # 8	West B						1:15	H.S. # 8	West B		
			Blue								Blue		
8220	6:30		West C						1:00		West C		
			Green								Green		
8232	5:30	H.S. # 6	West D						1:15	H.S. # 6	West D		
			Orange								Orange		
8219	6:45		West E						1:00	Embassy Creek	West E		
			Black								Black		
8210	5:30	H.S. # 23	West F						1:00	H.S. # 23	West F		
			Pink								Pink		
8205	5:30	H.S. # 2	West G						1:15	H.S. # 2	West G		
			Purple								Purple		
8207	5:30	H.S. # 10	West H						1:00	H.S. # 10	West H-FSU		
			Green								Green - Shuttle		
8235	6:45		West I						12:45	Embassy Creek	West I		
			Yellow								Yellow		
8231	5:30	H.S. # 9	West J						1:15	H.S. # 9	West J		
			Gray								Gray		
8230	5:30	H.S.	West						1:00	H.S.	West		
8208	5:30	H.S. # 17	Central A						1:15	H.S. # 17	Central A		
			Red								Red		
8218	5:30	H.S. # 14	Central B						1:00	H.S. # 14	Central B		
			Blue								Blue		
8203	5:45	H.S. # 22	Central C						1:15	H.S. # 22	Central C		
			Green								Green		
8209	6:45		Central D	Sheridan Tech					1:00	Sheridan Park	Central D		
			Orange							Stirling Elem	Orange		
8223	5:30		Central E						1:00	Fox Trail Elem.	Central E		
			Black							Silver Ridge Elem.			
8224	5:45	H.S. # 11	Central F						1:15	H.S. # 11	Central F		
			Pink								Pink		
8206	5:45	H.S. # 18	Central G						1:00	H.S. # 18	Central G		
			Purple								Purple		
8238	5:30	H.S. # 15	Central H						1:00	Griffin /Cooper City	Central H		
			Green								Green		
8212	5:30	H.S. # 19	Central I						1:00	H.S. # 19	Central I		
			Yellow								Yellow		
8244	5:45	H.S. # 16	Central J						1:00	H.S. # 16	Central J		
			Gray								Gray		
8213	6:45		East A						1:00	H.S. # 15	East A		
			Red								Red		
8202	5:30	H.S. # 12	East B						1:00	H.S. # 12	East B		
			Blue								Blue		
8221	5:30	H.S. # 13	East C						1:00	H.S. # 13	East C		
			Green								Green		
9202	5:45	H.S. # 21	South A - FSU						1:15	H.S. # 21	South A		
			Red	Shuttle							Red		
9201	5:30	H.S. # 5	South B - FSU						1:15	H.S. # 5	South B		
			Blue								Blue		
9203	6:15	H.S. # 24	South C						1:30	H.S. # 24	South C		
			Green-Shuttle								Green		
8225	5:30	H.S. # 3	AVM C						1:15	H.S. # 3	AVM C		
			Green								Green		
8222	5:30	H.S. # 4	AVM B						1:15	H.S. # 4	AVM B		
			Blue								Blue		
8239	6:45		AVM A						1:15	H.S. # 20	AVM A		
			Red								Red		
8242	5:30	H.S. # 7	AVM D						1:15	H.S. # 7	AVM D		
			Orange								Orange		
8226									1:00	Embassy Creek	Renaissance		
											Pioneer		



Frequently Asked Questions regarding the Proposal Submission Form / Questionnaire

Question 1) In regards to the proposal submission form, it states "the summary worksheet shows your overall progress for the questionnaire", but we downloaded the file and fill in the requested information, and no value appears on the summary worksheet. Should we submit the form without the progress shown on the summary worksheet?

Answer: Please see attached example picture. In this example, Tab "1" has been fully completed, as a result, the "% Complete" column shows "100%" and the Progress Bar is fully green. The other Tabs or "Question Set"s are not complete, as a result, they show "0.00%" and the progress bar is empty and there is a pink box at the end of those rows. When you have completed all of the sections, all of your "% Complete" sections should be "100.00%" and your progress bars should be green.

Summary			
Question Set	Questions	% Complete	Progress
1	14	100.00%	
2	80	0.00%	
3	5	0.00%	
4	10	0.00%	
5	12	0.00%	
6	11	0.00%	
Total	132	10.61%	



Question 2) We completed all the boxes in all the sheets and even so, there are boxes in pink (as I understand the book is taking them as if they were not filled) and therefore the summary does not give 100%, in our case it gives 87.12%.

Answer: The issue is that all of your responses should be included in the "Response" Column... depending on the response that you put in the "Response" column (as some of the responses are selections from a drop down box), you will be required to also add a comment to the "Comment" column. See attached screen shot of acceptable and unacceptable responses. If a row shows that it is still in Pink, you need to add some information to either the "Response" column or the "Comment" column.

Question Set 6: Vendor Registration Checklist

Question Set 6 Instructions

The City has included various documents in the Vendor Registration portal on the Bonfire website. This process is intended to make the bidding process easier for vendors that bid on multiple City projects. This process will allow vendors to complete and submit the following standard forms and documents at any time prior to bidding on a project. In addition, the vendors will be able to utilize these same forms without the need to re-fill and re-submit the forms each time they bid on a City project. In the event that the City does not have one of the forms or documents listed below for your company, the City may reach out to your company after the bid has closed to obtain the document(s).

Furthermore, please make sure to update this information on an as-needed basis so that all pertinent information is accurate, such as local business tax receipts, and any other relevant information.

This section will summarize your responses to those relevant documents.

#	Question	Response	Comment
Equal Benefits Certification Form			
6.7.1	Which option did you select on the Equal Benefits Certification Form?	A) Complies	
Vendor Drug-Free Workplace Certification Form			
6.8.1	Which option did you select on the Vendor Drug-Free Workplace Certification Form?	Does Not Comply	A comment is required for this response
E-Verify System Certification Statement			
6.9.1	Did you submit a completed E-Verify System Certification Statement in the Vendor Registration Portal?	Yes	
Local Business Tax Receipts			
6.10.1	Did you submit your Local Business Tax Receipts in the Vendor Registration Portal?	No	I do not currently have a copy of the my Local Business Tax Receipts, however I am working on getting a copy to upload to the vendor registration portal.
Scrutinized Company Certification			
6.11.1	Did you submit a completed Scrutinized Company Certification in the Vendor Registration Portal?	Yes	
11 Questions		81.82% Complete	

Portal

AD-23-02 - Operation and Management of Transportation Services

City of Pembroke Pines [Back to list](#)



Project Details

Project: Operation and Management of Transportation Services

January 2024

prev next

Ref. #: AD-23-02

Type: RFP

Status: CLOSED

Open Date: Dec 13th 2023, 6:00 PM EST

Intent to Bid Due Date: Jan 23rd 2024, 2:00 PM EST

Questions Due Date: Jan 9th 2024, 9:00 AM EST

Contact Information: Procurement Department, 954-518-9020

Close Date: Jan 23rd 2024, 2:00 PM EST

Days Left: Submissions are now closed

Sun	Mon	Tue	Wed	Thu	Fri	Sat
31 OPEN	1	2	3	4	5	6
				3a...		
7 OPEN	8	9	10	11	12	13
14 OPEN	15	16	17	18	19	20
21 OPEN	22	23	24	25	26	27
28	29	30	31	1	2	3

Project Description:

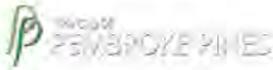
The purpose of this Request for Proposals (RFP) is to solicit proposals from vendors capable of operating, maintaining, and managing the City of Pembroke Pines Transportation Services for the City's Charter Schools, the Community Bus System and the Senior Transportation Program. The RFP invites qualified firms to submit documents demonstrating their ability to provide the services described in this document. In issuing this RFP, the City is seeking to ensure the overall efficiency and operation of the Transportation System by contracting with a Contractor having the resources to perform the required operation, maintenance, and management services.

The City's ultimate objective for operation of the Transportation System is to select a contractor who will provide a operations team, a strong technical support team, operate in compliance, improve maintenance, and provide the City and Charter School System.

The City is seeking a contract for a term of five years with two optional five-year renewal periods.



[Navigation](#)



Important Events: [Portal](#)

Status	Event Name	Location	Description	Dates	Mandatory
PASSED	Open Date	Online Portal	Posting date for the Opportunity	Dec 13th 2023, 6:00 PM EST	N/A
PASSED	Non-Mandatory Pre-Bid Meeting	Public Services Building, Large Conference Room, located at 8300 S. Palm Drive, Pembroke Pines, FL 33025	After the initial portion of the non-mandatory meeting, the group will go to the Bus Depot Facility.	Jan 4th 2024, 9:00 AM EST	No
PASSED	Questions Due Date	Online Portal	Deadline to submit Questions	Jan 9th 2024, 9:00 AM EST	N/A
PASSED	Close Date	Online Portal	Deadline for Submissions	Jan 23rd 2024, 2:00 PM EST	N/A
PASSED	Intent to Bid Due Date	Online Portal	Deadline to indicate your intent to Bid	Jan 23rd 2024, 2:00 PM EST	Yes

Commodity Codes:

- US_NAICS_2017 485 **Transit and Ground Passenger Transportation**
- US_NAICS_2017 4852 **Interurban and Rural Bus Transportation**
- US_NAICS_2017 4854 **School and Employee Bus Transportation**
- US_NAICS_2017 4859 **Other Transit and Ground Passenger Transportation**

Supporting Documentation:

File	Type	Description	Date Created	Actions
AD-23-02 Q and A - Executive Summary 1.pdf	Other	Document - Questions & Answer Read more...	Jan 18th 2024, 9:56 AM EST	<input type="button" value="Download"/>
Attachment C - Specimen Contract – Contractual Services Agreement for Operation and Management of Transportation Services.pdf	Documentation	Attachment C	Dec 6th 2023, 8:48 PM EST	<input type="button" value="Download"/>
Attachment D - Local Services Program Agreement w Areawide Council on Aging of Broward County, Inc. - Senior Transportation.pdf	Documentation	Attachment D	Dec 6th 2023, 8:50 PM EST	<input type="button" value="Download"/>



Agreement with Broward County for Community Shuttle Service.pdf			EST	Download
Attachment F - Community Bus Routes (Green, Gold, & Blue).pdf	Documentation	Attachment F	Dec 6th 2023, 8:50 PM EST	Download
Attachment G - Broward County School Calendar for 2023-24.pdf	Documentation	Attachment G	Dec 6th 2023, 8:55 PM EST	Download
Attachment H - Current Vehicles Utilized for the School Transportation Program.pdf	Documentation	Attachment H	Dec 6th 2023, 8:48 PM EST	Download
Attachment I - Current Vehicles Utilized for the Shuttle Bus Transportation Programs.pdf	Documentation	Attachment I	Dec 6th 2023, 8:48 PM EST	Download
Attachment J - Charter School General Bus Schedule.pdf	Documentation	Attachment J	Dec 6th 2023, 8:48 PM EST	Download
Attachment K - Pricing Submission Sheet - Labor Rates.xlsx	Documentation	Attachment K	Dec 6th 2023, 9:05 PM EST	Download
Bonfire FAQs regarding Questionnaires.pdf	Other	Bonfire FAQ regarding Questionnaires	Aug 9th 2022, 4:55 PM EDT	Download
Bonfire Submission Instructions - AD-23-02.pdf	Other	Bonfire Submission Instructions	Dec 12th 2023, 3:03 PM EST	Download
Non-Collusive Affidavit.pdf	Documentation	Attachment A	Aug 9th 2022, 4:55 PM EDT	Download
RFP # AD-23-02 Transportation.pdf	Documentation	1) RFP	Dec 13th 2023, 5:55 PM EST	Download
Sample Insurance Certificate.pdf	Documentation	Attachment B	Aug 9th 2022, 4:55 PM EDT	Download

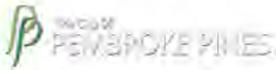
Requested Information:

Listed below are the documents and information needed to complete your submission:

Project Cost: Pricing Sheet / Bid Table

Name	Type	# Files	Requirement	Instructions	Actions
Completed Attachment K: Pricing Submission Sheet - Labor Rates	File Type: Excel (.xls, .xlsx)	1	REQUIRED		

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Portal

Proposal Submission (Q-25IK)

Questionnaire:
 Excel (.xlsx) 1

REQUIRED

You will need to fill out the provided Response Template for this Questionnaire.

Download

Other Completed Documents

Name	Type	# Files	Requirement	Instructions	Actions
Non-Collusive Affidavit	File Type: PDF (.pdf)	1	REQUIRED		
Employee Benefit Plan	File Type: PDF (.pdf)	Multiple	REQUIRED		
Current Training Program Manual	File Type: PDF (.pdf)	Multiple	REQUIRED		

Optional Documentation

Name	Type	# Files	Requirement	Instructions	Actions
Trade Secrets	File Type: PDF (.pdf)	Multiple	OPTIONAL		
Financial Statements	File Type: PDF (.pdf)	Multiple	OPTIONAL		
Additional Information	File Type: PDF (.pdf)	Multiple	OPTIONAL		

Document Takers

Vendors	# Files	Actions
American Railways	1	View
BidNet	14	View
Cambridge LTD	220	View
Code 3 Entertainment Services	14	View
Kaizen Health	2	View
MV Transportation	14	View
Onvia, Inc	15	View
ProKel Mobility	34	View
Prokel Connections LLC	5	View
Sevensource	14	View

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view

Portal

Shay Enterprise	15	View
SOLAR CHAMPS LLC	1	View
Transportation Authority LLC	43	View
UZURV Holdings, Inc	14	View
Via Transportation Inc	1	View
VISUAL	1	View

Interested Subcontractors

Search

Vendors Contact Email Phone Subcontract Services

No data available in table

Messages

Public Notices (1*)

Vendor Discussions (0)

Search

Search...

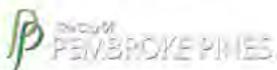
Mark Gomes



Questions & Answer Executive Summary # 1

Please see the Executive Summary for the Questions and Answers received for AD-23-02.

9:56 AM



Portal

Click New Public Notice or click a conversation on the left to see message here.

Submissions and Subcontracting

This project is not open for proposal submissions at this time.



Vendor Discussions

Questions

Question #1

Subject: Tab 4, Question #17

In the RFP, on page 30, Tab 4 "Firm's Understanding and Approach to the Work," question # 17 states "Describe Proposer's ability and readiness to begin providing services as requested herein, assuming a start date of **June 1st, 2024.**"

Can you confirm if the intended start date of the new contract actually be June 1st, 2024 or if it was intended to state July 1, 2024?

Answer #1

This section included a scrivener's error, it should have actually stated July 1, 2024, as the current contract term ends on June 30, 2024.



Vendor Discussions

No messages



Public Notices

Questions & Answer Executive Summary # 1

Jan 18, 2024 9:56 AM EST

Please see the Executive Summary for the Questions and Answers received for AD-23-02.



Submission Instructions for Suppliers

Please follow these instructions to submit via our Public Portal.

1. Prepare your submission materials:

Requested Information

Name	Type	# Files	Requirement	Instructions
Completed Attachment K: Pricing Submission Sheet - Labor Rates	File Type: Excel (.xls, .xlsx)	1	Required	
Proposal Submission (Q-25IK)	Questionnaire: Excel (.xlsx)	1	Required	You will need to fill out the provided Response Template for this Questionnaire. The Response Template can be downloaded from the project listing on the Bonfire portal.
Non-Collusive Affidavit	File Type: PDF (.pdf)	1	Required	
Employee Benefit Plan	File Type: PDF (.pdf)	Multiple	Required	
Current Training Program Manual	File Type: PDF (.pdf)	Multiple	Required	
Trade Secrets	File Type: PDF (.pdf)	Multiple	Optional	
Financial Statements	File Type: PDF (.pdf)	Multiple	Optional	
Additional Information	File Type: PDF (.pdf)	Multiple	Optional	



Commodity Codes

Commodity Set	Commodity Code	Title	Description
US_NAICS_2017	485	Transit and Ground Passenger Transportation	
US_NAICS_2017	4852	Interurban and Rural Bus Transportation	
US_NAICS_2017	4854	School and Employee Bus Transportation	
US_NAICS_2017	4859	Other Transit and Ground Passenger Transportation	

Requested Documents:

Please note the type and number of files allowed. The maximum upload file size is 1000 MB.

Please do not embed any documents within your uploaded files, as they will not be accessible or evaluated.

Requested Questionnaires:

The Questionnaire Response Templates can be obtained at <https://ppines.bonfirehub.com/opportunities/115343>.

Please note that Questionnaires may take a significant amount of time to prepare.

2. Upload your submission at:

<https://ppines.bonfirehub.com/opportunities/115343>

You will not be able to prepare a submission unless you submit 'Yes' for your Intent to Bid by **Jan 23, 2024 2:00 PM EST**.

The Vendor Discussion period for this opportunity starts Dec 12, 2023 6:00 PM EST. The Vendor Discussion period for this opportunity ends Jan 09, 2024 9:00 AM EST. You will not be able to send messages after this time.

Your submission must be uploaded, submitted, and finalized prior to the Closing Time of **Jan 23, 2024 2:00 PM EST**. We strongly recommend that you give yourself sufficient time and **at least ONE (1) day** before Closing Time to begin the uploading process and to finalize your submission.



Important Notes:

Each item of Requested Information will only be visible after the Closing Time.

Uploading large documents may take significant time, depending on the size of the file(s) and your Internet connection speed.

You will receive an email confirmation receipt with a unique confirmation number once you finalize your submission.

Minimum system requirements: Microsoft Edge, Google Chrome, or Mozilla Firefox. Javascript must be enabled. Browser cookies must be enabled.

Need Help?

City of Pembroke Pines uses a Bonfire portal for accepting and evaluating proposals digitally. Please contact Bonfire at Support@GoBonfire.com for technical questions related to your submission. You can also visit their help forum at <https://vendorsupport.gobonfire.com/hc/en-us>

Question Set 1: Experience and Ability

Exhibit "B"

Question Set 1 Instructions

The relative experience and qualification of each applicant's proposed team, with respect to the project scope, will be judged and a relative rating assigned. This parameter expresses the general and specific project-related capability of the team and indicates the adequate depth and abilities of the organization which it can draw upon as needed. This will include management, technical, and support staff.

#	Question	Response	Comment
1.0.1	Explain your firm's interest in working on this project, a positive commitment to perform the required work and a description of the firm.	The Transportation Authority (TA) is interested in and 100% committed to continuing to provide transportation services to the City of Pembroke Pines. (City) We have over 25 years experience in providing transportation services, or the service we provide to the City.	
1.0.2	Describe the size of your firm.	In terms of personnel we have 75 employees and operate a fleet of 80 vehicles including school and shuttle buses	
1.0.3	Describe your firm's financial history, strength and stability.	Our company's financial history is sound as we have more than sufficient funds to operate	
1.0.4	Describe your firm's range of activities.	The TA only contracts with the City of Pembroke Pines, so 100% of our day to day operations are dedicated to the City	
1.0.5	Describe the specialized experience and technical competence of the firm with respect to working on School Transportation Services.	The TA specializes in School Transportation Service. We have provided School Transportation Services since 2002 exclusively to the City.	
1.0.6	Describe the specialized experience and technical competence of the firm with respect to working on Community Bus Services.	The TA and owners have in excess of 30 year experience and technical competence in Community Bus Services. We encourage the City to contact our Broward County Transit to verify our commitment to providing excellent service	
1.0.7	Describe the specialized experience and technical competence of the firm with respect to working on Senior Transportation Services.	For the past ten years the TA has provided Senior transportation services to the City	
1.0.8	How has your firm demonstrated adaptability to diverse service models, especially considering the unique requirements of educational transportation, senior shuttles, and community services?	Over the years the TA has been faced with numerous situations that have effected service. During Covid we maintained service that required changing route schedules and times. The service we provided was never effected in an adverse manner.	
1.0.9	Do you have a minimum of five (5) years of experience with similar School and Shuttle Bus Transportation Services? Please provide proof of such experience.	Yes	We are the current transportation provider for the City
1.0.10	The firm or person's must provide information on their proximity to and familiarity with the area in which the project is located.	we have operated our office in the City since 2002. The TA's owner has lived in the City for the past 35 year. Therefore we are very familiar where this project is located	
1.0.11	Explain the availability and access to the firm's top level management personnel.	The TA sole contract for transportation is with the City. Therefore we are always available and accessible to answer any questions or concerns	
1.0.12	Please describe the past record of performance of the firm or person with respect to accessibility to clients, ability to meet schedules, communication and coordination skills.	The TA has an excellent past record performance regarding accessibility to clients, ability to meet schedules, communication and coordination skills. We encourage the City to contact Charter School and Senior Transportation Administration to verify our performance.	
1.0.13	List ongoing contracts/projects with their current status and projected termination dates.	The TA's only contract is with the City of Pembroke Pines with a projected termination date of June 30, 2024	

		Exhibit "B"	
1.0.14	How does your company plan to cover expenses while waiting for reimbursement from the City for approved expenses?	The TA will cover expenses while waiting for reimbursement from the City as we have done for the past 22 years. We have sufficient funds available to do so.	
1.0.15	Provide a summary of your financial stability and capacity to manage the cash flow associated with the operation of transportation service.	The TA's cash flow is more than sufficient to manage the operations of our contract. This is based on the past 22 years history of capital needs.	
1.0.16	What is your reputation compared to your peers in the market?	We feel the TA's reputation is "peerless". We stand by our reputation that provides safe, timely transportation in clean well maintained vehicles	
1.0.17	What is your reputation like among customers and how have you developed it?	Our customer base is strong in that we have maintained a long service history with our customers. Customer revenue is paid directly to the City.	
1.0.18	How does your service differ from similar competitors? How do you win and retain business?	The TA main objective is to provide excellent service to Charter School Students and to the residents of the City. We make every effort to accommodate passenger requests. Therefore our reputation is vital in winning and retaining business. The TA is dedicated solely to the transportations needs of the City of Pembroke Pines, which is how we retain business.	
18 Questions		100.00% Complete	

Question Set 2: Previous Experience / References Form

Exhibit "B"

Question Set 2 Instructions

Provide specific examples of similar contracts for Transportation Services for School systems, Shuttle Bus for Seniors, and Community Service Bus transportation. Provide details on related projects (preferably where the team was the same). References should be from the last five years and should be capable of explaining and confirming your firm's capacity to successfully complete the scope of work outlined herein. As part of the proposal evaluation process, the City may conduct an investigation of references, including a record check or consumer affairs complaints. Proposers' submission of a proposal constitutes acknowledgment of the process and consent to investigate. The City is the sole judge in determining Proposers qualifications.

In regards to the References Form portion, you will have the ability to enter information for 5 different references including the Reference Contact Information and the specific Project Information.

In addition, do not provide City of Pembroke Pines projects as any of your references and do not utilize any current City of Pembroke Pines employees as reference contacts.

#	Question	Response	Comment
Previous Experience			
2.1.1	How many clients have you provided services for?	The TA's only client is the City	
2.1.2	What similar or related projects have you worked on within the past five years?	The TA has only contracted with the City since 2002	
2.1.3	What challenges did you face and how did you overcome them?	The TA has had challenges over the years. Assigning bus stops near students homes, finding the safest stops, adjusting CBS routes to accommodate residents requests and simply listening to all requests transportation to determine their validity. Most of these challenges were handled by going out in the field and actually viewing or inspecting a bus stop before a decision is made. During the two year Covid crises we had to condense and combine bus routes due to reduced attendance. We also added electrostatic cleaning to our bus maintenance program for our entire fleet, reducing the risk of spreading the Covid Virus. We also made available to all riders, masks, if they came to our bus without one. We also placed see through plastic covering	
2.1.4	How many of your clients are repeat clients?	The TA's customer base for Field Trips are 90% repeatable	
2.1.5	How long have you maintained relationships with your clients, and can you share insights into the nature of the collaboration over time?	When the TA began operations in 2002 we brought a client base with us that due to providing excellent service we have maintained until today	
2.1.6	How much of your revenue is derived from managing projects similar to ours?	The only revenue the TA derives is from the City. The TA also provides Field Trips of approximately \$300,000 annually which is billed through the City's Finance System with all revenues the property of the City	
2.1.7	Can you share instances where issues or challenges arose during previous projects, and how your firm addressed and resolved these issues to ensure a successful outcome?	As stated in paragraph 2.1.3 note the challenges that we encountered and successfully addressed	
2.1.8	Highlight key success stories and achievements from your firm's experience in managing transportation services, showcasing positive outcomes and satisfied clients.	the TA's most positive outcome has been our relationship with the City's residents, including students and how we overcame the obstacles presented with the Covid crises. We have also added stops to our CBS routes that have made the City's transportation service available to additional residents	
2.1.9	How would your clients assess your firm's transparency in financial matters, such as billing processes, adherence to budgets, and overall fiscal responsibility?	The TA has always strived to bill clients in a timely manner, stay within the budget agreed with by the City to maintain fiscal responsibility	
Reference #1: Reference Contact Information			
2.2.1	Name of Firm, City, County or Agency	The City of Pembroke Pines Pembroke Pines Broward County	
2.2.2	Address	601 City Center Way Pembroke Pines 33025	

2.2.3	Contact Name	1. Charles Dodge, 2. Jonathan Bonilla, 3. Jay Shechter	Exhibit "B"
2.2.4	Contact Title	1. City Manager, 2. Assiatant City Manager, 3. Community Services Director	
2.2.5	Contact E-mail Address	1. Cdodge@ppines.com 2. J Bonilla@ppines.com 3. Jshechter@ppines.com	
2.2.6	Contact Telephone #	C Dodge 954-431-4884- J Bonilla 954-849-0390 J Shechter 954-261-9149	
Reference #1: Project Information			
2.3.1	Name of Contractor Performing the work	Transportation Authority LLC	The only project the TA is assoicated with is providing transportation service for the City as we have done since 2002
2.3.2	Name and location of the project	Management and Operations of Transportation Services for the City of Pembroke Pines	
2.3.3	Nature of the firm's responsibility on the project	Richard A Passero	
2.3.4	Project duration	Began in June 2002 thru present	
2.3.5	Completion (Anticipated) Date	June 30, 2024	
2.3.6	Size of project	Manage a fleet of 81 vehicles and 90 employees	
2.3.7	Cost of project	NA	
2.3.8	Work for which staff was responsible	Management and Operations of School Bus, CBS and Senior Transportation Services	
Reference #2: Reference Contact Information			
2.4.1	Name of Firm, City, County or Agency	City of Pembroke Pines Charter High School School	
2.4.2	Address	17189 Sheridan St Pembroke Pines FL 33331	
2.4.3	Contact Name	Peter Bayer	
2.4.4	Contact Title	Principal	
2.4.5	Contact E-mail Address	Pbayer@pinescharer.net	
2.4.6	Contact Telephone #	954-538-3700	
Reference #2: Project Information			
2.5.1	Name of Contractor Performing the work	NA	
2.5.2	Name and location of the project	NA	Please note the only project the TA has been associated with is providing transportation service to the City of Pembroke Pines Charter Schools, Community Bus System and Senior Transportation Program.
2.5.3	Nature of the firm's responsibility on the project	NA	
2.5.4	Project duration	NA	
2.5.5	Completion (Anticipated) Date	NA	
2.5.6	Size of project	NA	
2.5.7	Cost of project	NS	
2.5.8	Work for which staff was responsible	NA	
Reference #3: Reference Contact Information			
2.6.1	Name of Firm, City, County or Agency	City of Pembroke Pines Charter Middle School	
2.6.2	Address	12350 Sheridan St Pembroke Pines FL 33026	
2.6.3	Contact Name	Sean Chance	
2.6.4	Contact Title	Principal	

2.6.5	Contact E-mail Address	Schance@pinescharter.net	Exhibit "B"
2.6.6	Contact Telephone #	954-322-3300	
Reference #3: Project Information			
2.7.1	Name of Contractor Performing the work	N/A	
2.7.2	Name and location of the project	N/A	
2.7.3	Nature of the firm's responsibility on the project	N/A	
2.7.4	Project duration	N/A	
2.7.5	Completion (Anticipated) Date	N/A	
2.7.6	Size of project	N/A	
2.7.7	Cost of project	N/A	
2.7.8	Work for which staff was responsible	N/A	
Reference #4: Reference Contact Information			
2.8.1	Name of Firm, City, County or Agency	N/A	
2.8.2	Address	N/A	
2.8.3	Contact Name	N/A	
2.8.4	Contact Title	N/A	
2.8.5	Contact E-mail Address	N/A	
2.8.6	Contact Telephone #	N/A	
Reference #4: Project Information			
2.9.1	Name of Contractor Performing the work	N/A	
2.9.2	Name and location of the project	N/A	
2.9.3	Nature of the firm's responsibility on the project	N/A	
2.9.4	Project duration	N/A	
2.9.5	Completion (Anticipated) Date	N/A	
2.9.6	Size of project	N/A	
2.9.7	Cost of project	N/A	
2.9.8	Work for which staff was responsible	N/A	
Reference #5: Reference Contact Information			
2.10.1	Name of Firm, City, County or Agency	N/A	
2.10.2	Address	N/A	
2.10.3	Contact Name	N/A	
2.10.4	Contact Title	N/A	
2.10.5	Contact E-mail Address	N/A	
2.10.6	Contact Telephone #	N/A	
Reference #5: Project Information			
2.11.1	Name of Contractor Performing the work	N/A	

2.11.2	Name and location of the project	N/A	Exhibit "B"
2.11.3	Nature of the firm's responsibility on the project	N/A	
2.11.4	Project duration	N/A	
2.11.5	Completion (Anticipated) Date	N/A	
2.11.6	Size of project	N/A	
2.11.7	Cost of project	N/A	
2.11.8	Work for which staff was responsible	N/A	
79 Questions		100.00% Complete	

Question Set 3: Staffing and Training

Exhibit "B"

Question Set 3 Instructions

Address the critical role of qualified personnel and robust training programs.

#	Question	Response	Comment
Key Personnel Qualifications			
3.1.1	Identify the contact person and supervisory personnel who will work on the projects.	Richard A Passero, Dana Dixon, Jessica Matos	
3.1.2	Provide summaries of key persons to be assigned to the project with emphasis on their qualifications and experience with similar work. Summaries should list qualifications, including education, experience, honors and awards received, and professional associations of which the firm and/or its personnel are members.	R Passero has over 25 years experience in school bus and shuttle transportation. Mr. Passero is very familiar with all state and local filing and employee testing requirements i.e. Broward County School board and Broward County Transit D Dixon has 15 years of Experience as stated above and J Matos has 15 years experience specifically with Broward County Transit related filing requirements	
Driver Qualifications			
3.2.1	What criteria do you use for hiring and retaining drivers? Include details on driver qualifications, experience, and any ongoing training programs.	All drivers pass a pre-hire physical, including beath and alcohol test. Also, all driver must pass a Level 2 Background test. They are also required to drive with a supervisor who determines their driving skills prior to transporting passengers	
Management Structure			
3.3.1	Outline the management structure for overseeing transportation services. Specify roles and responsibilities at various levels within your organization.	R Passero- Responsible for overall operations and management D Dixon Responsible for Saftey Training and employees adhering to medical and all other testing requirements. J Matos - Responsible for operations and management of Snior Transportation division	
Staffing			
3.4.1	Describe Proposer's ability to satisfy all of the personnel qualifications. If Proposer cannot currently meet the requirements, explain how Proposer will attain the required key personnel. Key personnel includes all partners, project manager, and other key professional staff, such as a dispatcher, drivers, etc. that will perform work and/or services in this project.	The TA has the ability and has maintained a full complement of all personnel. Office personnel are also qualified school bus drivers and are used as staffing needs are required. School bus drivers are also qualified to drive our senior fleet buses. Also our hourly pay rate is the highest in the County which helps to maintain personnel at the required levels	
3.4.2	Include Proposer's assurance that the key personnel described in its proposal shall be available to perform the services described, and that the Proposer has sufficient reserve personnel to adequately perform the services described in the event of illness, accident, or other unforeseeable events of a similar nature. Describe Proposer's approach to ensure the availability of personnel at all times, including Proposer's contingency plan, if any.	The TA has been performing School Bus Transportation since 2002 and Senior transportation since 2010. During this time we have always met service requirements by requiring office staff to maintain the proper driving requirments and by combinimg senior routes to cover unforeseen circumstances	
Staffing Flexibility			
3.5.1	How does your firm manage staffing levels to accommodate fluctuations in demand or unexpected circumstances, ensuring a responsive and reliable service?	The TA keeps a full staff of School Bus drivers during the school year. We offer summer Field Trips for most drivers and allow those who wish not to work for the summer collect Unemployment Benefits unless they are needed to perform Field Trip transportation. Senior Transportaion drivers are offered work for the entire year as their are no fluctuations in driver staffing needs	
Continuing Education Programs			

3.6.1	Describe any continuing education or professional development programs in place for staff, with a focus on keeping them updated on industry best practices and evolving transportation technologies.	All drivers are required to attend in house continuing training classes. The classes are given by either D Dixon or R Passero who are both State of Florida Certified Classroom and Behind the Wheel Trainers	Exhibit "B"
Customer Service Training			
3.7.1	How do you train staff, especially drivers, in customer service skills to ensure a positive and respectful interaction with passengers and the community, while avoiding misconduct?	Drivers are given training in the Class Room and Behind the Wheel by a State Certified Trainer or a Supervisory individual. All proper safety techniques are reviewed including Distracted Driving, Wireless Communications, Wheel Chair Use Student and passenger Management.	
State Certified Classroom Instruction & Behind-the-Wheel Trainers			
3.8.1	Please identify any existing staff that would be assigned to this contract that are State Certified Classroom Instruction and Behind-the-Wheel Trainers.	D Dixon R Passero F Thompson	
3.8.2	If you don't currently have staff that are State Certified Classroom Instruction and Behind-the-Wheel Trainers, please identify the method in which you plan on utilizing to provide the necessary training to drivers.	N/A	
Safety Training Programs			
3.9.1	Provide details on safety training programs for both drivers and support staff, emphasizing protocols for emergency situations and preventive measures. Note – Please upload a copy of the proposer's current training manual describing (See section 1.5.4 for additional information) describing Proposer's training on new and revised procedures. The information shall include but not limited to the following elements: i.Training program: number of hours and training curriculum ii.Training of newly hired drivers iii.Continuing education/training iv.In-service training/on the job training v.Training resources vi.Training instructors	1. Training Programs include mandatory Classroom and Behind the Wheel Training per Broward County School Board and State of Florida requirements 2. School Bus Drivers are given 40 hours of training including 20 hours of classroom and 20 hours combination of behind the wheel observation of a Supervisory driver. Drivers are required to have at least 10 hours of driving with a Supervisor. 3/4. All School Bus drivers are required to attend mandatory Classroom training of 8 hours per year. All Senior drivers are required to attend quarterly classroom training. 5. Training resources are obtained from Broward County School Board training manuals and National Insurance training information 6. All instructors are State of Florida Certified	
Employee Satisfaction Measures			
3.10.1	Share strategies for measuring and enhancing employee satisfaction within your organization, emphasizing its impact on service quality.	During our mandatory employee meeting all employees are encouraged to participate in and give their opinions of the curriculum that is being discussed. This helps to ensure that the subject matter is understood	
Recruitment Policy			
3.11.1	State Proposer's recruitment policy, procedures, methods and resources utilized for recruiting personnel, including conducting background investigations, verification of applicant's employment history, criminal and civil background checks, etc.	The TA,through Work Force One, "Word of Mouth and a Bonus Program that pays an employee who recruits an individual that works for the TA continually for a 180 day period.The TA requires a potential employee to pass a Level 2 Background check, Pre-hiring physical including drug and alcohol screening and approval from the Broward County School Board for School Bus Drivers. We also verify an applicants past employer status.	
3.11.2	Describe the proposer's ability to recruit personnel.	Although locating and hiring quality employees is difficult at times, we have been successful in maintaing route coverage with bu using office personnel that are required to maintaine the necessary commercial driving licences.	
Turnover Rate and Retention Procedures			

3.12.1	Describe the Proposer's turnover rate and retention procedures implemented by the Proposer.	The TA's turnover rate is approximately 15%.	Exhibit "B"
Employee Benefit Plan			
3.13.1	Describe the proposer's employee benefit plan, including what health benefits, insurance, retirement plans, paid time off, etc. that the proposer provides to their employees covered under this contract. Note – Please upload a copy of the plan (See section 1.5.4 for additional information).	The TA's employee benefit package is as follows: Health Insurance where employees pay \$50 per month for an employee plan. Company paid Hospital Deductible Plan. Additional family members can be covered by an employee at their expense. 10 paid holidays. Matching 410K Plan. Free Uniforms.	
17 Questions		100.00% Complete	

Question Set 4: Firm's Understanding and Approach to the Work

Exhibit "B"

Question Set 4 Instructions

The understanding that the applicant and consultants demonstrate as to the requirements and needs of the project, including an evaluation of the thoroughness demonstrated in analyzing and investigating the scope of the project.

#	Question	Response	Comment
Statement of Understanding			
4.1.1	Provide a narrative statement demonstrating an understanding of the overall intent of this solicitation, as well as the methods used to complete assigned tasks.	The TA completely understands this solicitation as it requires the completion of questions that have been specifically adhered to by the TA since the inception of our contract with the City. All assigned tasks are completed by experience that has been obtained with over 25 years in the transportation industry.	
4.1.2	Please clearly describe all aspects of the project proposed.	This project requires complete management of School Bus and Senior transportation in a safe timely manner on clean well maintained vehicles according to the laws and guidelines of federal, state and local authorities	
4.1.3	Include details of your approach and work plans.	We approach this project with safety, timeliness of transportation, maintenance of equipment and special requests of passengers.	
Quality Assurance Plan			
4.2.1	Describe Proposer's process and role of Proposer's key staff in developing, implementing and maintaining the Proposer's Quality Assurance Plan. Outline Proposer's plan to remediate performance deficiencies.	The TA 's staff continually assess Quality Assurance measuring driver and office staff responses to passenger requests and challenges. After understanding each situation completely and determining the potential effect on operations and passenger's transportation a decision is made whether to implement a change. As deficiencies occur, the TA strives to implement the necessary changes as quickly as practical.	
4.2.2	How do you ensure the quality and safety of your services?	Driver performance is observed by Office Staff Personnel at the schools and passenger bus stops. Driver performance is also reviewed by the use of bus cameras. Also, GPS tracking devices that determine speed violations and maintaining routes within the proper jurisdictions for Senior buses.	
4.2.3	What criteria do you use to measure your quality?	We measure quality by adherence to management standards, passenger and service complaints. To include City, Broward County School Board and Broward County Transit issues, if any.	
4.2.4	How often do you find mistakes or errors in your work and what is done to correct these errors, and what is the average correction time?	Mistakes are not often but occur. Corrections are made in the shortest time period available by discussing the issue with staff or drivers and additional training if deemed necessary.	
Service Customization			
4.3.1	Provide a detailed plan on how your firm will customize transportation services to meet the specific needs of the City's Charter School system.	The TA is continually modifying routes depending on bus capacities and passengers needs. Our experience permits us to make practical and logical changes while maintaining excellent service.	
4.3.2	Provide a detailed plan on how your firm will customize transportation services to meet the specific needs of the City's Shuttle Bus Program for Seniors.	Based on rider, City and Senior Department requests the TA modifies transportation and offers as much transportation services that can be provided based on the size of our fleet and the driving personnel.	

4.3.3	Provide a detailed plan on how your firm will customize transportation services to meet the specific needs of the City's Community Service Bus.	Based on rider and City requests the TA works with Broward County Transit to provide service within the guidelines of City and County requirements. We also meet with local vendors for approval of bus stops in front of their establishments.	Exhibit "B"
Routing and Scheduling Optimization			
4.4.1	Explain how your firm plans to optimize routing and scheduling to ensure timely and efficient transportation services. Highlight any algorithms or tools used for this purpose.	The TA optimizes routing and scheduling based on our transportation experience and passenger requests. We use routing and student tracking software to maximize these efforts as well as "getting in our cars" and driving routes to observe transportation issues to include bus stop locations.	
Data Analytics for Performance Monitoring			
4.5.1	How do you utilize data analytics to monitor the performance of transportation services? Provide examples of key performance indicators (KPIs) and how they contribute to continuous improvement.	All data that comes to our attention is utilized as we make logical decisions to improve our service.	
Maintenance Management System			
4.6.1	Detail the maintenance management system that you plan to utilize for the Charter School Bus Program ensuring reliability and minimizing downtime. Include preventive maintenance measures and scheduling.	All School Buses are maintained by a State of Florida Certified Mechanic who also oversees two other mechanics. Every 25 work days, school buses are inspected by a Third Party State Certified Inspector with all results of the inspections forwarded to the Broward County School Board for review and approval. Our mechanics are aware of bus maintenance requirements and maintain school buses in a manner that provides sufficient amount of buses to meet service requirements. TA management also monitors bus needs in relation to route coverage.	
4.6.2	Detail the maintenance management system that you plan to utilize for both the Shuttle Bus Programs ensuring reliability and minimizing downtime. Include preventive maintenance measures and scheduling.	The TA management staff monitors bus maintenance as provided by an outside vendor. Continually receiving updates on vehicle repairs, which includes providing maintenance records to the proper agency.	
4.6.3	What feedback have you received from clients regarding the overall quality of maintenance services provided, including factors like safety, efficiency, and customer satisfaction?	The TA considers our customer satisfaction to be of excellent quality in terms of maintenance, safety and efficiency.	
Fuel Efficiency Measures			
4.7.1	Explain measures that would be taken to enhance fuel efficiency to minimize fuel consumption and reduce environmental impact.	The TA's requires that all drivers keep fuel efficiency in mind while performing their daily routes. Such as; keeping passenger doors closed when not in use, keeping windows closed to increase the efficiency of their conditioning system, thus reducing fuel consumption and shutting off engines when stopping for prolonged periods of time.	
Emergency Response Protocols			
4.8.1	Outline the emergency response protocols your firm has in place for various scenarios, ensuring the safety and well-being of passengers and community members.	All drivers are required to contact the office by two way radio in case of accidents or disturbances on a bus. The office will first determine if any injuries occurred and call for an Emergency Response Vehicle, Police or Tow Truck as needed. Then Tao works with the Fire and Police Department ensuring that their personnel is familiar with our vehicles	

4.8.2	Describe your experience in planning for reunification services with clients and/or providing reunification services in the event of a disaster or emergency. If applicable, provide examples of successful reunification efforts in previous transportation management projects.	The TA has worked with and will continually work with the City's Safety Department's, charter school, police Department and Fire Department personnel regarding reunification. All drivers are informed of procedures and locations that have been designated as reunification sites. We have physically shown such sites to all employees. Each school bus also contains the locations of all such reunification sites.	
4.8.3	Outline your plan for conducting evacuation drills.	The TA's Supervisory personnel performs Emergency Evacuation Drills on School Buses.	
4.8.4	Address the frequency in which evacuation drills will be performed. (For example, address if evacuation drills will be performed at least twice per year, per bus.)	Emergency Evacuation Drills are performed twice per year on all school buses transporting passengers.	
4.8.5	Describe how you ensure the participation and preparedness of both drivers and passengers during evacuation drills.	The TA ensures that all passengers are prepared by explaining and describing the potential need of evacuate in an emergency situation. All passengers are instructed how to exit a school bus, besides the front passenger door. Windows that are specifically designed to open via a "hinge" or two ceiling emergency hatches and the driver window are also explained as a potential way of making an exit. Drivers are also trained to leave the vehicle last after every passenger has deboarded by checking every seat for any remaining passenger. Passengers are also instructed on the manner in which to leave the bus by the nearest exit.	
Incident Reporting and Analysis			
4.9.1	How do you handle incident reporting and analysis? Provide information on how your firm investigates and learns from safety incidents to continuously improve services.	All drivers are required to prepare an "Incident" Report that describes the nature of a breach of service. This may include passenger behavior. The TA reviews bus video to define the exact nature of the safety issue and then discusses the issue with the proper school personnel.	
Accessibility for Vulnerable Populations			
4.10.1	Describe measures taken to ensure the safety and accessibility of transportation services for vulnerable populations, such as seniors or individuals with disabilities.	All drivers are trained and monitored in safely transporting passengers. Drivers take special care in the transportation of individuals with disabilities to include aid in boarding and deboarding buses by offering wheel chair assistance, placing of "walkers" in a safe place on the bus and assistance with packages to include groceries.	
Safety Standards			
4.11.1	Detail the safety standards and protocols implemented to ensure the well-being of passengers, drivers, and the community. Include any certifications or safety initiatives your firm follows.	The TA follows safety standards that have been developed by Federal, State, Local governments and organizations that we provide transportation services for.	
4.11.2	How often do the vehicles and/or drivers get into accidents, and what is done to address these issues?	Accidents occur in rare instances. We have not incurred an accident to date that has left a passenger with a debilitating injury. All accidents are investigated and drivers are required to have "in house" training relating to the accident and to drive with a supervisor prior to driving a route bus.	
Regular Safety Audits			

4.12.1	How often does your firm conduct safety audits, and what are the key components of these audits to ensure ongoing compliance with safety standards?	Safety "audits" are performed on a continuing basis. If it is determined that a driver is not driving in a safe manner a unpaid suspension or termination of employment may be the result.	Exhibit "B"
4.12.2	How do you assess and analyze loading and unloading zones for safety and efficiency?	The TA analyzes Loading and Unloading Zones by physically inspecting each school campus to determine that requirements are met. Any issues that are determined, such as personal autos interacting with school buses or students crossing paths with school busews are immediately brought to the attention of school administrative personnel.	
4.12.3	Provide examples of how you have optimized loading and unloading zones in previous transportation management projects.	Based our our experience the TA can quickly identify loading and unloading zone current or potential circumstances that may have an adverse effect on safety.	
Adaptability to Changing Demands			
4.13.1	How does your management plan accommodate fluctuations in service demand or unexpected changes, ensuring flexibility and responsiveness to the City's needs?	In the event that School route ridership changes, riders and parents are notified in writing for the need for such a change which may include a pick up or drop off time change. Senior routes change based on passenger requests that bare discussed with City Administrative personnel and BCT to make sure guide;lies are adherred to.	
Regulatory Compliance			
4.14.1	How does your firm ensure compliance with local, state, and federal regulations in transportation services? Share experiences in navigating regulatory requirements.	The TA ensures compliance with local, state, and federal regulations in transportation services. Guidelines are generally very specific. Questionaable requirements are discussed with regulatory personnel to clarify any issues.	
Contractual Compliance			
4.15.1	How does your firm ensure compliance with contractual obligations, and what measures are in place to address any potential breaches or discrepancies?	Contractual obligations are specific. If the TA has any questions we immediately contact City personnel to discuss to ensure that all obligations are adhered to.	
Ethical Business Practices			
4.16.1	How does your firm promote and enforce ethical business practices within the organization, ensuring transparency, integrity, and responsible conduct?	All personnel are required to read indicate understanding of the TA's Policy and Procedures that define what is expected of an employee regading their fellow workers, passengers, school amd City personnel.	
Readiness and Timeline			
4.17.1	Describe Proposer's ability and readiness to begin providing services as requested herein, assuming a start date of June 1st, 2024.	The TA is ready and equipped to continue service on July 1, 2024	
4.17.2	Identify if the proposer anticipates a need to hire additional staff, implement new training schedule, etc., to provide services under this contract. Proposer should include a time-line to get this accomplished.	The TA is ware of it's admistrative needs and anticipates to hire/replace one additional office staff member due to retirement of the prior Office Manager.	
Concerns			
4.18.1	Identify any issues or concerns of significance that may be appropriate.	Ensuring sufficient and talented personnel is always a concern in the maintaing the efficiency of operating any business.	
Proposal Effectiveness			

4.19.1	A brief statement must be included which explains why your proposal would be the most effective and beneficial to the City of Pembroke Pines.	The TA's proposal will be the most effective and beneficial to the City based on past performance and successful adherence to the guidelines set forth by the Braoward County School Board, Broward County Transit or all other regulatory agencies that reuire strict complianace..	Exhibit "B"
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36 Questions

100.00% Complete

Question Set 5: Contact Information Form

Exhibit "B"

#	Question	Response	Comment
Company Information			
5.1.1	Company Name	Transportation Authority LLC	
5.1.2	Company Address	901Poinciana Drive Pembroke Pines, FL 33025	
Primary Contact for the Project			
5.2.1	Contact Name	Richard A Passero	
5.2.2	Contact Title	President	
5.2.3	Contact E-mail Address	Tainc@aol.com	
5.2.4	Contact Telephone Number	954-214-7421	
Authorized Approver			
5.3.1	Contact Name	Richard A Passero	
5.3.2	Contact Title	President	
5.3.3	Contact E-mail Address	Tainc@aol.com	
5.3.4	Contact Telephone Number	954-214-7421	
10 Questions		100.00% Complete	

Question Set 6: Proposer's Background Information

Exhibit "B"

#	Question	Response	Comment
Former Business			
6.1.1	Under what former name has your business operated? Include a description of the business.	N/A	
6.1.2	At what address was that business located?	N/A	
Past Failure			
6.2.1	Have you ever failed to complete work awarded to you. If so, when, where and why?	No	
Inspected			
6.3.1	Have you personally inspected the proposed WORK and do you have a complete plan for its performance?	Yes	
Subcontracting			
6.4.1	Will you subcontract any part of this WORK? If you will be subcontracting any part of this work, provide details including a list of each sub-contractor(s) that will perform work in excess of ten percent (10%) of the contract amount and the work that will be performed by each subcontractor(s). (Note: The proposed list of subcontractor(s) may not be amended after award of the contract without the prior written approval of the Contract Administrator, whose approval shall not be reasonably withheld.)	No	
Bankruptcy Petitions			
6.5.1	List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Proposer, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description the disposition of each such petition.	N/A	
Bond Claims			
6.6.1	List and describe all successful Bond claims made to your surety(ies) during the last five (5) years. The list and descriptions should include claims against the bond of the Proposer and its predecessor organization(s).	N/A	
Claims, Arbitrations, Administrative Hearings and Lawsuits			
6.7.1	List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Proposer or its predecessor organizations(s) during the last (10) years. The list shall include all case names; case, arbitration or hearing identification numbers; the name of the project over which the dispute arose; and a description of the subject matter of the dispute.	On May 10, 2023 we received a discrimination complaint brought by a former employee thru Florida Commission on Human Rights Case #: FCHR 202341935. The basis of the complaint was against her immediate Supervisor, also a minority. The complaint was dismissed on Nov 6th by the Florida Commission of Human Rights for no Reasonable Cause	
Criminal Proceedings or Hearings			
6.8.1	List and describe all criminal proceedings or hearings concerning business related offenses in which the Proposer, its principals or officers or predecessor organization(s) were defendants.	N/A	
Company Classification			
6.9.1	In regards to the commodities/services proposed, which of the following best classifies your firm? If you selected any options besides "Original Provider" please explain.	Original Provider	
Debarment/Suspension			
6.10.1	Have you ever been debarred or suspended from doing business with any governmental agency? If you have been debarred or suspended from doing business with any governmental agency, please explain.	No	
Similar Experience & Contracts			
6.11.1	Describe the firm's local experience/nature of service with contracts of similar size and complexity, in the previous three (3) years.	The TA has provided management of transportation service for the City since 2002	
12 Questions		100.00% Complete	

Question Set 7: Vendor Registration Checklist

Exhibit "B"

#	Question	Response	Comment
Vendor Information Form			
7.1.1	Did you submit a completed Vendor Information Form in the Vendor Registration Portal?	Yes	
Form W-9 (Rev. October 2018 or later)			
7.2.1	Did you submit a W-9 Form (Revised October 2018 or later) in the Vendor Registration Portal?	Yes	
Company Profile			
7.3.1	Did you submit your Company Profile Form in the Vendor Registration Portal?	Yes	
Sworn Statement on Public Entity Crimes Form			
7.4.1	Which option did you select on the Sworn Statement on Public Entity Crimes Form?	A) Not Charged / Convicted	
Equal Benefits Certification Form			
7.5.1	Which option did you select on the Equal Benefits Certification Form?	A) Complies	
Vendor Drug-Free Workplace Certification Form			
7.6.1	Which option did you select on the Vendor Drug-Free Workplace Certification Form?	Complies Fully	
Scrutinized Company Certification			
7.7.1	Did you submit a completed Scrutinized Company Certification in the Vendor Registration Portal?	Yes	
E-Verify System Certification Statement			
7.8.1	Did you submit a completed E-Verify System Certification Statement in the Vendor Registration Portal?	Yes	
Veteran Owned Small Business Preference Certification			
7.9.1	Which option did you select on the Veteran Owned Small Business Preference Certification? Note - If certifying that your business is a Veteran Owned Small Business, you must also attach a "Determination Letter" from the U.S. Dept. of Veteran Affairs Center	Veteran Owned Small Business	
Local Business Tax Receipts			
7.10.1	Did you submit your Local Business Tax Receipts in the Vendor Registration Portal?	Yes	
Local Vendor Preference Certificate			
7.11.1	Which option did you select on the Local Vendor Preference Certification? Note - If certifying that your business is a Local Pembroke Pines or Broward County vendor, you must also attach applicable current business tax receipt(s) along with any previous business tax receipts to indicate that the business entity has maintained a permanent place of business for a minimum of one (1) YEAR.	Local Pembroke Pines Vendor	
11 Questions		100.00% Complete	



City of Pembroke Pines

NON-COLLUSIVE AFFIDAVIT

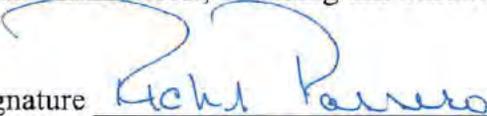
BIDDER is the Owner 
(Owner, Partner, Officer, Representative or Agent)

BIDDER is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

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

Neither the said BIDDER nor any of its officers, partners, owners, agents, representative, employees or parties in interest, including this affidavit, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other BIDDER, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communications, or conference with any BIDDER, firm, or person to fix the price or prices in the attached Bid or any other BIDDER, or to fix any overhead, profit, or cost element of the Bid Price or the Bid Price of any other BIDDER, or to secure through any collusion conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Contract;

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

Printed Name/Signature 

Title President

Name of Company Transportation Authority LLC



City of Pembroke Pines

(OFFICE USE ONLY) Vendor # _____

VENDOR INFORMATION FORM

MAIN CONTACT INFORMATION			
Company Name (Legal Name as filed with IRS)	<u>Transportation Authority LLC</u>		
Doing Business As (DBA)			
Primary Business Address	<u>1311 SW 87th Way</u>		
	City:	<u>Pembroke Pines</u>	
	State:	<u>FL</u>	Zip: <u>33025</u>
	Country:	<u>Broward</u>	
Remit To Address	<u>1311 SW 87th Way</u>		
	City:	<u>Pembroke Pines</u>	
	State:	<u>FL</u>	Zip: <u>33025</u>
	Country:	<u>USA</u>	
Order From Address	<u>1311 SW 87th Way</u>		
	City:	<u>Pembroke Pines</u>	
	State:	<u>FL</u>	Zip: <u>33025</u>
	Country:	<u>USA</u>	
Foreign Entity (Yes/No)	<u>No</u>		
Telephone Number	<u>954-214-7421</u>		
Primary Company E-mail	<u>tainc@aol.com</u>		
Fax	<u>954-364-4791</u>		
Website	<u>N/A</u>		
DUNS	<u>N/A</u>		
Independent Contractor (Yes/No)	<u>No</u>		
Identification Number	SSN:		FID: <u>45-0476241</u>

GENERAL PAYMENT TERMS		
Discount Percent Defines the discount percentage the vendor extends to your organization.	Days to Discount Number of days which payment must be received to claim the discount percent.	Days to Net Number of days that the vendor allows before requiring net payment.
		30

CONTACT INFORMATION	
Contact Name (First & Last Name)	<u>Richard A Passero</u>
Description/Title/Position	<u>Managing Partner</u>
Phone (Voice)	<u>954-214-7421</u>
Phone (Text)	<u>954-214-7421</u> Opt In (Y/N):
Fax	<u>954-364-4791</u>
E-mail	<u>tainc@aol.com</u>

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Richard A Passeero

2 Business name/disregarded entity name, if different from above
Transportation Authority LLC

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► **S**

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
1311 Sw 87th Way

6 City, state, and ZIP code
Pembroke Pines FL 33025

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

				-			-				
--	--	--	--	---	--	--	---	--	--	--	--

or

Employer identification number

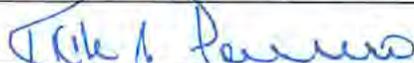
4	5	-	0	4	7	6	2	4	1
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ► 

Date ► **12-14-23**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



COMPANY PROFILE FORM

Please provide the following information so that the City could better get to know your company's background.

MAIN CONTACT INFORMATION			
Company Name (Legal Name as filed with IRS)	Transportation Authority LLC		
Doing Business As (DBA)			
Primary Business Address	1311 SW 87 th Way		
	City:	PEMBROKE Pines	
	State:	FL	Zip: 33025
	Country:	USA	

Organization Background	
Please state the year that you company started its business	2002
Please state the year that your company started providing service under your current business name	2002
What State is your Company Registered In?	Florida

Professional License Information		
License Type	License Number	Expiration

Please list any applicable professional licenses required to perform the services your company offers.

Please Provide a Summary of your Company and What Services you provide
<p>The Transportation Authority LLC ownership has more than 25 years' experience in the transportation industry providing operations, management and maintenance. This experience includes school busing, private organizations to i.e., college designed route structured transportation, municipality route structured transportation and senior transportation.</p> <p>The Transportation Authority currently provides Operational, Management and Maintenance service (excluding maintenance for the Senior fleet) exclusively for the City of Pembroke Pines Charter Schools, Community Bus System and Senior Transportation Program.</p>



City of Pembroke Pines

(OFFICE USE ONLY) Vendor # _____

Exhibit "B"



City of Pembroke Pines

**SWORN STATEMENT
ON PUBLIC ENTITY CRIMES
UNDER FLORIDA STATUTES CHAPTER 287.133(3)(a).**

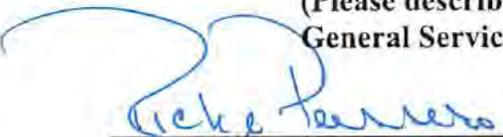
1. This sworn statement is submitted Richard A Passero
(name of entity submitting sworn statement) whose business address is
TransportationAuthorityLLC
and (if applicable) its Federal Employer Identification Number (FEIN) is
45-0476241. (If the entity has no FEIN, include the Social Security
Number of the individual signing this sworn statement: 1.)
2. My name is Richard A Passero and my
(Please print name of individual signing)
relationship to the entity named above is managing partner.
3. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
4. I understand that a "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
5. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime: or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The Cityship by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a



City of Pembroke Pines

joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

6. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
7. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(Please indicate which statement applies.)**
- A) Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- B) The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND **(Please indicate which additional statement applies.)**
- B1) There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. **(Please attach a copy of the final order.)**
- B2) The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. **(Please attach a copy of the final order.)**
- B3) The person or affiliate has not been placed on the convicted vendor list. **(Please describe any action taken by or pending with the Department of General Services.)**


Bidder's Name/Signature

Transportation Authority LLC
Company

12-14-23
Date



City of Pembroke Pines

EQUAL BENEFITS CERTIFICATION FORM FOR DOMESTIC PARTNERS AND ALL MARRIED COUPLES

Except where federal or state law mandates to the contrary, a Contractor awarded a Contract pursuant to a competitive solicitation shall provide benefits to Domestic Partners and spouses of its employees, irrespective of gender, on the same basis as it provides benefits to employees' spouses in traditional marriages.

The Contractor shall provide the City and/or the City Manager or his/her designee, access to its records for the purpose of audits and/or investigations to ascertain compliance with the provisions of this section, and upon request shall provide evidence that the Contractor is in compliance with the provisions of this section upon each new bid, contract renewal, or when the City Manager has received a complaint or has reason to believe the Contractor may not be in compliance with the provisions of this section. Records shall include but not be limited to providing the City and/or the City Manager or his/her designee with certified copies of the Contractor's records pertaining to its benefits policies and its employment policies and practices.

The Contractor must conspicuously make available to all employees and applicants for employment the following statement:

"During the performance of a contract with the City of Pembroke Pines, Florida, the Contractor will provide Equal Benefits to its employees with spouses, as defined by Section 35.39 of the City's Code of Ordinances, and its employees with Domestic Partners and all Married Couples".

The posted statement must also include a City contact telephone number and email address which will be provided to each contractor when a covered contract is executed.

SECTION 1 DEFINITIONS

- 1. Benefits** means the following plan, program or policy provided or offered by a contractor to its employees as part of the employer's total compensation package which may include but is not limited to sick leave, bereavement leave, family medical leave, and health benefits.
- 2. Cash Equivalent** mean the amount of money paid to an employee with a domestic partner or spouse in lieu of providing benefits to the employee's domestic partner or spouse. The cash equivalent is equal to the employer's direct expense of providing benefits to an employee for his or her spouse from a traditional marriage.
- 3. Covered Contract** means a contract between the City and a contractor awarded subsequent to the date when this section becomes effective valued at over \$25,000 or the threshold amount required for competitive bids as required in section 35.18(A) of the Procurement Code.
- 4. Domestic Partner** shall mean any two (2) adults of the same or different sex who have registered as domestic partners with a governmental body pursuant to state or local law authorizing such registration, or with an internal registry maintained by the employer of at



City of Pembroke Pines

least one of the domestic partners. A contractor may institute an internal registry to allow for the provision of equal benefits to employees with domestic partners who do not register their partnerships pursuant to a governmental body authorizing such registration, or who are located in a jurisdiction where no such governmental domestic partnership registry exists. A contractor that institutes such registry shall not impose criteria for registration that are more stringent than those required for domestic partnership registration by the City of Pembroke Pines.

5. **Equal benefits** means the equality of benefits between employees with spouses and/or dependents of spouses and employees with domestic partners and/or dependents of domestic partners, and/or between spouses of employees and/or dependents of spouses and domestic partners of employees and/or dependents of domestic partners.
6. **Spouse** means one member of a married pair legally married under the laws of any state within the United States of America or any other jurisdiction under which such marriage is legally recognized, irrespective of gender.
7. **Traditional marriage** means a marriage between one man and one woman.

SECTION 2 CERTIFICATION OF CONTRACTOR

The firm providing a response, by virtue of the signature below, certifies that it is aware of the requirements of Section 35.39 "City Contractors providing Equal Benefits for Domestic Partners and all Married Couples" of the City's Code of Ordinances, and certifies the following (**Check only one box below**):

- A. Contractor currently complies with the requirements of this section; or
- B. Contractor will comply with the conditions of this section at the time of contract award; or
- C. Contractor will not comply with the conditions of this section at the time of contract award:
or
- D. Contractor does not comply with the conditions of this section because of the following allowable exemption (**Check only one box below**):
1. The Contractor does not provide benefits to employees' spouses in traditional marriages;
2. The Contractor provides an employee the cash equivalent of benefits because the Contractor is unable to provide benefits to employees' Domestic Partners or spouses despite making reasonable efforts to provide them. To meet this exception, the Contractor shall provide a notarized affidavit that it has made reasonable efforts to provide such benefits. The affidavit shall state the efforts taken to provide such benefits and the amount of the cash equivalent. Cash equivalent means the amount of money paid to an employee with a Domestic Partner or spouse rather than providing benefits to the employee's Domestic Partner or spouse. The cash equivalent is equal to the employer's direct expense of providing benefits to an employee's spouse;



City of Pembroke Pines

3. The Contractor is a religious organization, association, society, or any non-profit charitable or educational institution or organization operated supervised or controlled by or in conjunction with a religious organization, association, or society;

4. The Contractor is a governmental agency;

The certification shall be signed by an authorized officer of the Contractor. Failure to provide such certification (by checking the appropriate boxes above along with completing the information below) shall result in a Contractor being deemed non-responsive.

COMPANY NAME: Transportation Authority LLC

AUTHORIZED OFFICER NAME / SIGNATURE: RICHARD A. TASSER *Richard Tasser*



City of Pembroke Pines

VENDOR DRUG-FREE WORKPLACE CERTIFICATION FORM

SECTION 1 GENERAL TERM

Preference may be given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows:

IDENTICAL TIE BIDS - Preference may be given to businesses with drug-free workplace programs. Whenever two or more bids that are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drugfree workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. 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 the 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 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 each 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 so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

SECTION 2 AFFIRMATION

Place a check mark here only if affirming bidder **complies fully** with the above requirements for a Drug-Free Workplace.

Place a check mark here only if affirming bidder **does not** meet the requirements for a Drug-Free Workplace.

Failure to complete this certification at this time (by checking either of the boxes above) shall render the vendor ineligible for Drug-Free Workplace Preference. This form must be completed by/for the proposer; the proposer WILL NOT qualify for Drug-Free Workplace Preference based on their sub-contractors' qualifications.



 Authorized Signature

Richard A Passero

 Authorized Signer Name

Transportation Authority

 Company Name



City of Pembroke Pines

**SCRUTINIZED COMPANY CERTIFICATION
PURSUANT TO FLORIDA STATUTE § 287.135.**

I, Richard A Passero Managing Partner, on behalf of Transportation Authority LLC,
Print Name and Title Company Name

certify that Transportation Authority LLC;
Company Name

1. Does not participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel list; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

Section 287.135, Florida Statutes, prohibits the City from: 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and 2) Contracting with companies, for goods or services over \$1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector list, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Contractor, I hereby certify that the company identified above in the section entitled "Contractor Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Transportation Authority LLC
Company Name

Richard A Passero
Print Name / Signature

Managing Partner
Title



City of Pembroke Pines

**E-VERIFY SYSTEM CERTIFICATION STATEMENT
(UNDER SECTION 448.095, FLORIDA STATUTES)**

1. Definitions:
 - a. **“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. “Contractor” includes, but is not limited to, a vendor or consultant.
 - b. **“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.
 - c. **“E-Verify system”** means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

2. Effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:
 - a. All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
 - b. All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Pembroke Pines. The Contractor acknowledges and agrees that registration and 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 Pembroke Pines; and
 - c. Should vendor become the successful Contractor awarded for the above-named project, by entering into the contract, the Contractor shall 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 registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require 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.

3. Contract Termination
 - a. If the City has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09 (1) Fla. Stat., the contract shall be terminated.
 - b. If the City has a good faith belief that a subcontractor knowingly violated s. 448.095 (2), but the Contractor otherwise complied with s. 448.095 (2) Fla. Stat., shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.
 - c. A contract terminated under subparagraph a) or b) is not a breach of contract and may not be considered as such.
 - d. 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.
 - e. If the 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.

Transportation Authority LLC

COMPANY NAME: _____

Richard A Passero

PRINTED NAME / AUTHORIZED SIGNATURE: _____



City of Pembroke Pines

VETERAN OWNED SMALL BUSINESS (VOSB) PREFERENCE CERTIFICATION

SECTION 1 GENERAL TERM

VETERAN OWNED SMALL BUSINESS (VOSB) PREFERENCE

The evaluation of competitive bids is subject to section 35.37 of the City's Procurement Procedures which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to veteran owned small businesses. To satisfy this requirement, the vendor shall affirm in writing its compliance with the following objective criteria as of the bid or proposal submission date stated in the solicitation. A veteran owned small business shall be defined as:

1. "Veteran Owned Small Business" shall mean a business entity which has received a "Determination Letter" from the United States Department of Veteran Affairs Center for Verification and Evaluation notifying the business that they have been approved as a Veteran Owned Small Business (VOSB).

A preference of two and a half percent (2.5%) of the total evaluation point, or two and a half percent (2.5%) of the total price, shall be given to the **Veteran Owned Small Business (VOSB)**. This shall mean that if a **VOSB** submits a bid/quote that is within 2.5% of the lowest price submitted by any vendor, the **VOSB** shall have an option to submit another bid which is at least 1% lower than the lowest responsive bid/quote. If the **VOSB** submits a bid which is at least 1% lower than that lowest responsive bid/quote, then the award will go to the **VOSB**. If not, the award will be made to the vendor that submits the lowest responsive bid/quote. If the lowest responsive and responsible bidder IS a "**Local Pembroke Pines Vendor**" (LPPV) or a "**Local Broward County Vendor**" (LBCV) as established in Section 35.36 of the City's Code of Ordinances, entitled "Local Vendor Preference", then the award will be made to that vendor and no other bidders will be given an opportunity to submit additional bids as described herein.

If there is a LPPV, a LBCV, and a VOSB participating in the same bid solicitation and all three vendors qualify to submit a second bid, the LPPV will be given first option. If the LPPV cannot beat the lowest bid received by at least 1%, an opportunity will be given to the LBCV. If the LBCV cannot beat the lowest bid by at least 1%, an opportunity will be given to the VOSB. If the VOSB cannot beat the lowest bid by at least 1%, then the bid will be awarded to the lowest bidder.

If multiple VOSBs submit bids/quotes which are within 2.5% of the lowest bid/quote and there are no LPPV or LBCV as described in Section 35.36 of the City's Code of Ordinance, entitled "Local Vendor Preference", then all VOSBs will be asked to submit a **Best and Final Offer (BAFO)**. The award will be made to the **VOSB** submitting the lowest BAFO providing that that BAFO is at least 1% lower than the lowest bid/quote received in the original solicitation. If no VOSB can beat the lowest bid/quote by at least 1%, then the award will be made to the lowest responsive bidder.

COMPARISON OF QUALIFICATIONS

The preferences established in no way prohibit the right of the City to compare quality of supplies or services for purchase and to compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals. Further, the preference established in no way prohibit the right of the city from giving any other preference permitted by law instead of the preferences granted, nor prohibit the city to select the bid or proposal which is the most responsible and in the best interests of the city.

SECTION 2 AFFIRMATION

VETERAN OWNED SMALL BUSINESS (VOSB) PREFERENCE CERTIFICATION:

Place a check mark here only if affirming bidder meets requirements above as a Veteran Owned Small Business. In addition, the bidder must attach the "Determination Letter" from the U.S. Dept. of Veteran Affairs Center.

Place a check mark here only if affirming bidder does not meet the requirements above as a VOSB.

Failure to complete this certification at this time (by checking either of the boxes above) shall render the vendor ineligible for VOSB Preference. This form must be completed by/for the proposer; the proposer WILL NOT qualify for VOSB Preference based on their sub-contractors' qualifications.

COMPANY NAME: Transportation Authority LLC

PRINTED NAME / AUTHORIZED SIGNATURE: RICHARD # PASSERS Richard Passers

601 CITY CENTER WAY, LBTR-4TH FLOOR
PEMBROKE PINES, FL 33025

LOCAL BUSINESS TAX RECEIPT

Exhibit B

Local Business Tax Certificate

In the event the business to which this receipt was issued changes hands, the receipt will become null and void. An application for a new receipt must be made.

Business Name: TRANSPORTATION AUTHORITY INC.

Business Location: 901 POINCIANA DR
PEMBROKE PINES, FL 33025-4559

Account Number: 10007560-2022-1

Business Description: TRANSPORTATION MANAGEMENT

Receipt Expiration: Expires on 9/30/2024 12:00:00 AM

Business Classifications

UNC-Unclassified

SIGN-Sign

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT Exhibit "B"

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-357-4829

VALID OCTOBER 1, 2023 THROUGH SEPTEMBER 30, 2024

DBA:
Business Name: TRANSPORTATION AUTHORITY INC

Receipt #: 326-4289
Business Type: COURIER/TRANSPORT/DLVRY/TOWING
(TRANSPORTATION MGNT)

Owner Name: RICHARD A PASSERO
Business Location: 901 POINCIANA DR
PEMBROKE PINES
Business Phone: 954-364-4790

Business Opened: 07/01/2002
State/County/Cert/Reg:
Exemption Code:

Rooms Seats Employees Machines Professionals

30

For Vending Business Only						
Number of Machines:				Vending Type:		
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
150.00	0.00	0.00	0.00	0.00	0.00	150.00

Receipt Fee 150.00
Packing/Processing/Canning Employees 0.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT
WHEN VALIDATED

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Mailing Address:

RICHARD A PASSERO
901 POINCIANA DR
PEMBROKE PINES, FL 33025

Receipt # 30A-22-00004028
Paid 07/19/2023 150.00

2023 - 2024

Local Business Tax Certificate

In the event the business to which this receipt was issued changes hands, the receipt will become null and void. An application for a new receipt must be made.

Business Name: TRANSPORTATION AUTHORITY INC.

Business Location: 901 POINCIANA DR
PEMBROKE PINES, FL 33025-4559

Account Number: 10007560-2022-1

Business Description: TRANSPORTATION MANAGEMENT

Receipt Expiration: Expires on 9/30/2023

Business Classifications

UNC-Unclassified

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT Exhibit "B"

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000

VALID OCTOBER 1, 2022 THROUGH SEPTEMBER 30, 2023**DBA:**
Business Name: TRANSPORTATION AUTHORITY INC**Receipt #:** 326-4289
Business Type: COURIER/TRANSPORT/DLVRY/TOWING
(TRANSPORTATION MGNT)**Owner Name:** RICHARD A PASSERO
Business Location: 901 POINCIANA DR
PEMBROKE PINES**Business Opened:** 07/01/2002
State/County/Cert/Reg:
Exemption Code:**Business Phone:** 954-364-4790

Rooms	Seats	Employees	Machines	Professionals
		30		

For Vending Business Only						
Number of Machines:				Vending Type:		
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
150.00	0.00	0.00	0.00	0.00	0.00	150.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS**THIS BECOMES A TAX RECEIPT****WHEN VALIDATED**

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Mailing Address:RICHARD A PASSERO
901 POINCIANA DR
PEMBROKE PINES, FL 33025**Receipt #** 03C-21-00006110
Paid 08/22/2022 150.00**2022 - 2023**



City of Pembroke Pines

LOCAL VENDOR PREFERENCE CERTIFICATION

SECTION 1 GENERAL TERM

LOCAL PREFERENCE

The evaluation of competitive bids is subject to section 35.36 of the City's Procurement Procedures which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to local businesses. To satisfy this requirement, the vendor shall affirm in writing its compliance with either of the following objective criteria as of the bid or proposal submission date stated in the solicitation. A local business shall be defined as:

1. "Local Pembroke Pines Vendor" shall mean a business entity which has maintained a permanent place of business with full-time employees within the City limits for a minimum of one (1) year prior to the date of issuance of a bid or proposal solicitation. The permanent place of business may not be a post office box. The business location must actually distribute goods or services from that location. In addition, the business must have a current business tax receipt from the City of Pembroke Pines.

OR;

2. "Local Broward County Vendor" shall mean or business entity which has maintained a permanent place of business with full-time employees within the Broward County limits for a minimum of one (1) year prior to the date of issuance of a bid or proposal solicitation. The permanent place of business may not be a post office box. The business location must actually distribute goods or services from that location. In addition, the business must have a current business tax receipt from the Broward County or the city within Broward County where the business resides.

A preference of five percent (5%) of the total evaluation point, or five percent (5%) of the total price, shall be given to the **Local Pembroke Pines Vendor(s)**; A preference of two and a half percent (2.5%) of the total evaluation point for local, or two and a half percent (2.5%) of the total price, shall be given to the **Local Broward County Vendor(s)**.

COMPARISON OF QUALIFICATIONS

The preferences established in no way prohibit the right of the City to compare quality of supplies or services for purchase and to compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals. Further, the preference established in no way prohibit the right of the city from giving any other preference permitted by law instead of the preferences granted, nor prohibit the city to select the bid or proposal which is the most responsible and in the best interests of the city.

SECTION 2 AFFIRMATION

LOCAL PREFERENCE CERTIFICATION:

- Place a check mark here only if affirming bidder meets requirements above as a Local Pembroke Pines Vendor. In addition, the business must attach a current business tax receipt from the City of Pembroke Pines along with any previous business tax receipts to indicate that the business entity has maintained a permanent place of business for a minimum of one (1) year.
- Place a check mark here only if affirming bidder meets requirements above as a Local Broward County Vendor. In addition, the business must attach a current business tax receipt from the Broward County or the city within Broward County where the business resides along with any previous business tax receipts to indicate that the business entity has maintained a permanent place of business for a minimum of one (1) year.
- Place a check mark here only if affirming bidder does not meet the requirements above as a Local Vendor.

Failure to complete this certification at this time (by checking either of the boxes above) shall render the vendor ineligible for Local Preference. This form must be completed by/for the proposer; the proposer WILL NOT qualify for Local Vendor Preference based on their sub-contractors' qualifications.

COMPANY NAME: Transportation Authority LLC

PRINTED NAME / AUTHORIZED SIGNATURE: Richard A. Passaro Richard Passaro



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Limited Liability Company
THE TRANSPORTATION AUTHORITY, LLC

Filing Information

Document Number	L09000115587
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Event Effective Date	12/04/2009

Principal Address

1311 SW 87TH WAY
PEMBROKE PINES, FL 33025

Mailing Address

1311 SW 87TH WAY
PEMBROKE PINES, FL 33025

Registered Agent Name & Address

Passero, Richard Anthony, Sr.
1311 SW 87th Way
Pembroke Pines, FL 33025

Name Changed: 03/05/2019

Address Changed: 01/18/2020

Authorized Person(s) Detail

Name & Address

Title P

PASSERO, RICHARD A
1311 SW 87TH WAY
PEMBROKE PINES, FL 33025

Annual Reports

Report Year	Filed Date
2021	01/12/2021
2022	02/25/2022
2023	01/31/2023

Document Images

<u>01/31/2023 -- ANNUAL REPORT</u>	View image in PDF format
<u>02/25/2022 -- ANNUAL REPORT</u>	View image in PDF format
<u>01/12/2021 -- ANNUAL REPORT</u>	View image in PDF format
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<u>03/15/2011 -- ANNUAL REPORT</u>	View image in PDF format
<u>01/25/2010 -- ANNUAL REPORT</u>	View image in PDF format
<u>12/03/2009 -- Florida Limited Liability</u>	View image in PDF format



Department of Veterans Affairs
 5460 Reno Corporate Dr
 Reno, Nevada 89511

December 21, 2023

RICHARD A PASSERO
 1311 SW 87TH WAY
 PEMBROKE PINES FL 33025

In Reply Refer To: 354/RCC/NXP
 CSS XXXXX0975
 Passero R A

Dear Richard A Passero:

The following certificate is furnished for use in establishing civil service preference.

This is to certify that the records of the Department of Veterans Affairs disclose that Richard A Passero served on active duty and was separated under honorable conditions from the Armed Forces with no service connected disabilities.

Do You Have Questions or Need Assistance?

If you have any questions, you may contact us by telephone, email or letter.

If you	Here is what to do.
Telephone	Call us at 1-800-827-1000. If you use a Telecommunications Device for the Deaf (TDD), the number is 711.
Use the Internet	www.VA.gov - "ask a question"
Write	Put your full name and VA file number on the letter. Please send all correspondence to the address below: <p style="text-align: center;">Department of Veterans Affairs Claims Intake Center PO Box 4444 Janesville, WI 53547-4444 Toll Free Fax: 844-531-7818 DID Fax: 248-524-4260</p>

With sincere regard for the Veteran's service,

RO Director
 VA Regional Office

To email us visit www.VA.gov- "ask a question"

Transportation Authority – Policy and Procedure

The list of policies and procedures as outlined below is meant to be a general representation of guidelines that you are expected to meet while employed by the Transportation Authority. No list, summary or book could contain all necessary and pertinent information of expected safe driving techniques during the workday. Therefore, you are expected to exert good judgment when it comes to safe driving and keeping the well fare of our passengers in the forefront of your decision making while operating a school bus or when making a decision that may affect the safety of a rider.

Employee Absence/Lateness

- Unapproved absence the day before or day after or portion of, forfeit Holiday pay
- All Time Off requests must be approved in advance and in the case of a doctor's appointment, a doctor's note must be submitted upon your return. A "Time Off" request is just that, a request and is not automatic permission to take a work day off unless for illness or a family/personal emergency.
- Excessive absence or lateness may result in F/T to P/T Status, 90 day probation status or termination of employment or a time change in your route time.
- If you call out in the AM, you are expected to be present in the PM.
- If you come in late, you are subject to be sent home and your route covered by another driver.
- Three consecutive sick days require a doctor's note clearing you to return to work. More than one unapproved absence occurrence in three (3) consecutive months is considered excessive.
- You must call the office and speak to a staff member. Leaving a message on the answering machine or having someone else call is unacceptable.
- All employees violating the above policy will be subject to the company's Disciplinary Policy, which may include write up, suspension without pay and or termination of employment.
- Please remember that it is very difficult to provide an excellent level of service without a full staff of drivers. Absence and lateness create an un-do hardship on the staff when attempting to cover routes.

Timecards

- No timecards are to be "punched" for another employee, with no exceptions.
- Timecard approvals are authorized and punched only by Dana or Rich, no exceptions. No other employee may write on any timecard.

No call No show

- Three-day suspension or termination of employment

Bus Maintenance

- Pre-Trip to be prepared daily.
- Weeks Pre-Trips submitted each Friday PM to office.

- Buses swept daily or be subject to suspension or termination.
- Inform office if bus is overly messy (office to contact school)
- No eating or drinking while driving No sleeping while waiting for students.
- Bus walk through to be performed at last rider stop (AM & PM)
- All bus engines and A/C units to be turned off until ten minutes before loading Drivers to wait in building or ALL in one bus with engine and A/C on.
- Two-way radio – company business only, make sure volume is “on”. Do not “step” on anyone.
- Drivers will be held personally responsible and will be required to repay Transportation Authority (City of Pembroke Pines) for any and all damages caused to company vehicles or equipment (for instance: shop tools, two-way radios, mirrors) due to negligence; i.e driving carelessly or fueling a diesel vehicle with gas or fueling a gas vehicle with diesel fuel. If the Transportation Authority agrees, with employee to accept repayment in the form of a payroll deduction and the employee leaves employment for any reason whatsoever, any balance due will be withheld from the employee’s last payroll check, via the “Authorization for Payroll Deduction” form.

Reaxium

Reaxium tablets have been installed in each bus. You will be given, if not already, verbal, and written instructions to its operation. All students are required to scan their badge upon entering and leaving the bus or twice per AM and PM trip. If they do not have their badge you must manually “check” them in and write down their name.

Wireless Communication Plan & Procedure

All employees must adhere to the following regarding communication equipment.

A “wireless communication device” is an electronic or electrical device capable of remote communication. Examples include cell phones, personal digital assistants (PDAs) and portable (commonly called laptop computers.) and or I Pads

A “personal wireless communication device” is an electronic or electrical device that was not provided by your employer for business purposes.

Use of a wireless communications device means use of a mobile telephone or other electronic or electrical device, hands-on or hands-free, to conduct an oral communication; to place or receive a telephone call; to send or read electronic mail or a text message; to play a game; to navigate the Internet; to play, or listen to a video; to play, view or listen to a television broadcast; to play or listen to music; or to execute a computational function. Use of an electronic or electrical device that enhances the individual’s physical ability to perform, such as a hearing aid, is not included in this definition.

1. Wireless communication devices issued to the driver by the employer for business related purposes:
 - a. May be used only in the case of emergency situations.
 - b. May be used only when vehicle is not in motion or after vehicle comes to a complete stop and pulls over to a safe location
2. The use of personal wireless communication devices are prohibited while the transit vehicle is in motion.
3. All personal wireless communications devices must be turned off with any earpieces removed from the operators' ear while occupying the driver's seat.
4. All drivers will undergo the training program "Curbing Transit Operator Distracted Driving Training" developed in coordination with the Florida Department of Transportation and the United States Department of Transportation Safety Institute once per year.

Cell Phone/Telephone – Every employee must have a cell or home number in order to maintain employment.

- Employee to notify office of change of telephone number and address
- Cell phone usage, while driving or seated in a bus, will result in termination of employment. Keep cell in off position until route is completed and back at base.
- Taking pictures of students or any other bus riders at any time while working will result in immediate termination of employment, no exceptions.

Uniforms – to be worn in yard, bus and office at all times.

- Approved uniform shirts must be worn daily or driver will be sent home.
- Shoes – No flip flops/strapped back/no open toes (no more than a two (2) inch heel)
- Pants – Neat, no tears, to be worn at waste level. Skirts/dresses & shorts – knee length

Personal Autos

- Park in driver parking lot (unless on an evening trip) one spot only
- Do not drive personal vehicle to office prior to checking in or checking out for the day (park bus and then check out)

School Bus Stops

- Become familiar with those students that walk home alone or are met by a family member at the drop off stop
- All buses must stop either in front of or beyond an intersection by 50 feet and 200 feet, respectively, if practical or safe when picking up or dropping off passengers
- In the case of a personal emergency (bathroom), while driving you must call the office if you intend to stop prior to arriving at the office. If there are students on

your bus, you cannot leave students unattended at any time. If you are seen making an unauthorized stop, (have not called the office) you may receive a three day suspension without pay or your employment may be terminated.

Unattended Children

- Do not leave a child at a bus stop unattended. If the person who usually picks up the child is not there, do not let the child off the bus. Call the office (with the Child's name and grade) for instructions which generally means to take the child back to the school.

Student Pick up and drop off.

- At no time may a child be allowed off of the bus, once boarded, unless in the case of leaving school, an authorized school representative is present and gives approval. The driver must call the Transportation Office so office personnel at the school can be advised to have an aide go to the bus where a student is requesting to leave so they may accompany the student to the restroom, etc. At any other time while on route a child may only be allowed to exit the bus at an authorized bus stop or to a known family member unless the child, to the best of your knowledge, walks home on their own.

Route Directions

- Route Start and Completion time is determined. This is what your payroll will be based on. See Dana if you have a question about your route time.
- If you have any problem on your route, such as traffic, weather conditions or other reason that causes you to complete the route after the assigned time, have the office approve your timecard on that day (you must call in at the time of the incident).
- If you do not have your Timecard Approved, on that day, you will be paid at the assigned Route Time.
- Route Time includes 15 min for Pre-trip inspection (AM & PM) and Sweep Time.
- Pick up and drop off time as listed in route directions.
- Make corrections, as necessary and inform the "office" immediately.
- Only drive your route as per the route directions. If you feel that you have a more efficient way of completing your route notify Dana or Rich with your suggestion. Do not change the manner in which you drive your route without specific approval from Dana or Rich

Bus Walk Through

- All bus drivers are required to perform a walk through in their bus immediately after the final student has been dropped off.
- Do not drive anywhere to perform the walk through; it must be done immediately upon the last rider leaving the bus in the morning and for all afternoon routes, including Field Trips.
- If it is determined that a driver has not performed the walk through to look for sleepers or articles left on the bus, normal discipline actions will be enforced.

- First offense – One-day suspension without pay.
- Second offense – Three-day suspension without pay.
- Third offense – Termination of employment
- If a child is left on any vehicle, due to non-performance of a walk through, employment will be terminated immediately.
- A bus walk thru must be completed, to look for "sleepers", lunch boxes, etc. upon drop off at the school or at the last drop off stop.
- Upon parking your bus, you must disengage the ChildCheckmate" system.

Bus Front and Back Door

- Drivers are required to lock all bus doors upon the completion of each morning and afternoon route or any time a bus is parked. Doors are also required to be locked when leaving a bus during a Field Trip
- All drivers are required to sweep their bus clean after the completion of their route or Field Trip

Field Trips

- Read Field Trip thoroughly when you receive the form. Make sure you understand directions. Ask questions, if necessary.
- Make sure customer approval signature appears on Field Trip Form and Trip End time. If you submit a Field Trip that does not contain the customer approval signature and date you will not be paid until you go back to the customer, on your own time, to retrieve signature.
- Hand in Field Trip each day. If the office is closed, put paperwork and keys in the Trip Box located at building entry gate.
- Stay with group while on Field Trip unless the group leader and the office know you are leaving to have some lunch. If you do not have a cell phone you must stay with the group or bus, you can not leave without the office having the ability to contact you, NO EXCEPTIONS
- Depending on the length, time, or day of a Field Trip you may be required to take an un-paid lunch or dinner break during the trip.
- Driver to explain Emergency procedures and sign Field Trip Form as done.

Air Conditioning

- While waiting at school for PM riders, either shut engine and A/C or have one bus engine running with all drivers waiting in bus for dismissal.
- When waiting at a Field Trip location (the bus is parked and not moving), for riders to return to your bus, the air conditioning must be turned off. If the air conditioning is not turned off the battery may drain and cause the engine to shut off or prohibit the restarting of the engine.
- If it is brought to my attention that any driver, chooses to run the air-conditioning, in violation of the above policy, they will be terminated from employment.
- Please respect your bus as if it is your own. If you do, it will operate efficiently and make your job more pleasurable.

Bullying/Fighting

- All drivers to keep aware of Bullying situations that arise on the school bus or as riders wait to enter bus or leave. Report all instances to the office.
- If a fight breaks out on your school bus: Pull over, call office and explain the problem, give exact location of your bus. The office will call the authorities. Do not intervene in the fight. Tell the participants to "stop" and tell everyone else to "get back".

Drivers

- Make sure your license, medical cards and vendor badges are current and in your possession each day. Vendor badges must be worn each day.
- Must request "Time Off" two weeks in advance by use of "Time Off Request" Form
- Any disrespect to supervisors, office staff, mechanics, fellow drivers, or any school personnel, children or parents may result in immediate termination of employment.
- All drivers are required to greet boarding passengers with "Hello" and wish them a good day when they leave.
- No unapproved stops to take care of personal issues.
- Enter and exit through the front of the building only.
- Respect Chain of Command; Dispatch, Supervisors, Manager
- Notify Office immediately if an injury is sustained at work,
- Respect all MPH signs on Roads, Schools, and Field Trip locations. School and Bus parking lots normally do not exceed 5 MPH.

Other:

- No personal use of fax, copier, or any office equipment without the express consent of Rich or Dana
- Down Bus. If a bus is "down" for any reason i.e. inspection or repair do not give Dispatch a hard time, accept another bus without complaining
- High School PM pick up: Do not "hold" spots for another bus
- PM drivers that clock in at 1:00 pm will leave base at 1:15 pm, drivers that clock in at 1:15 pm will leave at 1:30 pm
- Bus "Write U" forms for problem student riders are to be prepared by driver. This is your responsibility, and you are not to "forget" about the problem for another day. Do not ask Dispatch to write up the issue. If you need help with the "Write Up" ask.
- Keep aware of bus fuel. Leave your bus on the fuel line only if it is below one half full, unless you will be going on a Field Trip

Sign, that you have read and acknowledged the Company's **Policies and Procedures and Non-Harassment Policy** as described herein. Also, you will ask Management (either Rich Passero or Dana Dixon) for a further explanation on any item that you do not fully understand.

_____ (Print)
Read and understood,
Driver Signature

_____ (Signature)

Date

Copy to Driver

Updated Aug 2023

Copy of signed signature page to be placed in employee file

Non-Harassment Policy

It is **Transportation Authority's** policy to prohibit intentional and unintentional harassment of or against job applicants, contractors, interns, volunteers or employees by another employee, supervisor, vendor, customer or any third party on the basis of actual or perceived race, color, creed, religion, national origin, ancestry, citizenship status, age, sex or gender (including pregnancy, childbirth and pregnancy-related conditions), gender identity or expression (including transgender status), sexual orientation, marital status, military service and veteran status, physical or mental disability, genetic information or any other characteristic protected by applicable federal, state or local laws (referred to as "protected characteristics"). Such conduct will not be tolerated by **Transportation Authority**.

The purpose of this policy is not to regulate our employees' personal morality, but to ensure that no one harasses another individual in the workplace, including while on Company premises, while on Company business (whether or not on Company premises) or while representing the Company. In addition to being a violation of this policy, harassment or retaliation based on any protected characteristic as defined by applicable federal, state, or local laws also is unlawful. For example, sexual harassment and retaliation against an individual because the individual filed a complaint of sexual harassment or because an individual aided, assisted or testified in an investigation or proceeding involving a complaint of sexual harassment as defined by applicable federal, state, or local laws are unlawful.

Harassment Defined

Harassment generally is defined in this policy as unwelcome verbal, visual or physical conduct that denigrates or shows hostility or aversion towards an individual because of any actual or perceived protected characteristic or has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Harassment can be verbal (including slurs, jokes, insults, epithets, gestures or teasing), visual (including offensive posters, symbols, cartoons, drawings, computer displays, text messages, social media posts or e-mails) or physical conduct (including physically threatening another, blocking someone's way, etc.). Such conduct violates this policy, even if it does not rise to the level of a violation of applicable federal, state or local laws. Because it is difficult to define unlawful harassment, employees are expected to behave at all times in a manner consistent with the intended purpose of this policy.

Sexual Harassment Defined

Sexual harassment can include all of the above actions, as well as other unwelcome conduct, such as unwelcome or unsolicited sexual advances, requests for sexual favors, conversations regarding sexual activities and other verbal, visual or physical conduct of a sexual nature when:

- submission to that conduct or those advances or requests is made either explicitly or implicitly a term or condition of an individual's employment; or

- submission to or rejection of the conduct or advances or requests by an individual is used as the basis for employment decisions affecting the individual; or
- the conduct or advances or requests have the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Examples of conduct that violate this policy include:

1. unwelcome flirtations, leering, whistling, touching, pinching, assault, blocking normal movement;
2. requests for sexual favors or demands for sexual favors in exchange for favorable treatment;
3. obscene or vulgar gestures, posters or comments;
4. sexual jokes or comments about a person's body, sexual prowess or sexual deficiencies;
5. propositions or suggestive or insulting comments of a sexual nature;
6. derogatory cartoons, posters and drawings;
7. sexually-explicit e-mails, text messages or voicemails;
8. uninvited touching of a sexual nature;
9. unwelcome sexually-related comments;
10. conversation about one's own or someone else's sex life;
11. conduct or comments consistently targeted at only one gender, even if the content is not sexual; and
12. teasing or other conduct directed toward a person because of the person's gender.

Reporting Procedures

If the employee has been subjected to or witnessed conduct which violates this policy, the employee should immediately report the matter to the **Dana Dixon**. If the employee is unable for any reason to contact this person, or if the employee has not received an initial response within five (5) business days after reporting any incident of what the employee perceives to be harassment, the employee should contact **Richard Passero**. If the person toward whom the complaint is directed is one of the individuals indicated above, the employee should contact **Richard Passero**.

Investigation Procedures

Every report of perceived harassment will be fully investigated, and corrective action will be taken where appropriate. All complaints will be kept confidential to the extent possible, but confidentiality cannot be guaranteed. All employees must cooperate with all investigations conducted pursuant to this policy.

Retaliation Prohibited

In addition, the Company will not allow any form of retaliation against individuals who report unwelcome conduct to management or who cooperate in the investigations of such reports in accordance with this policy. If the employee has been subjected to any such retaliation, the

employee should report it in the same manner in which the employee would report a claim of perceived harassment under this policy.

Violation of this policy including any improper retaliatory conduct will result in disciplinary action, up to and including termination.

Transportation Authority LLC

Benefit Program:

School Bus Transportation Department:

- Nine Paid Holidays –
- Health Insurance – Employee's pay \$50 per month toward premium.
- Uniforms- Uniforms are provided at no cost.
- Office staff and Mechanic receive one week vacation after one year of employment and two weeks after five years of employment.
- Matching (2%) 401 K Plan

Senior Transportation Department:

- Nine Paid Holidays
- Health Insurance – Employee's pay \$50 per month toward premium.
- Uniforms- Uniforms are provided at no cost.
- Office staff and drivers receive one week vacation after one year of employment and two weeks after five years of employment.
- Matching (2%) 401 K Plan

Basic School Bus Operator Curriculum

Acknowledgments

We would like to recognize and show our sincere appreciation to the Florida Association for Pupil Transportation School Bus Operator Curriculum Committee and the Operations Committee for their dedication and cooperation in completing this project and updating a document of this magnitude.

Florida Association for Pupil Transportation School Bus Operator Curriculum Committee:

Jack Shelton-Chairman
Malcolm Murphy
Hugh Mills
Benny Moore
Joan Rickle
Blanche Young
Rebecca Pressley
Leonard Conway
Dearl Seelinger

Florida Association for Pupil Transportation Operations Committee:

Jean Johnson, Chairperson-Seminole School District
Julie Murphy-Seminole School District
Billie Fitzgerald-Broward School District
Louise Piper-St. Lucie School District
Mike Connors-Escambia School District
Nancy Blackwelder-Pinellas School District
Linda Fultz-Citrus School District
Mike Livingston-Brevard School District
Priscilla Parkes-Sarasota School District
Joanie Hebert-Broward School District
Ann M. Murray-Broward School District
Jack Greene-Pasco School District
Peter Urtz-Charlotte School District
Rye Merriam-Orange School District
Rick Rothberg-Martin School District
Deborah Zwolinski-Miami-Dade School District
Alex Miller-Miami-Dade School District
Ronnie H. McCallister-Florida Department of Education
L. Kay Kanupp-Florida Department of Education

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SCHOOL BUS OPERATOR CURRICULUM

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Transparencies and tests are found at the end of each unit.

Course Guide:

Basic School Bus Operator Curriculum

Using the Curriculum

The Florida Department of Education's Basic School Bus Operator Curriculum was developed to provide a comprehensive course for beginning school bus operators to promote the state's goal of providing safe, efficient, and dependable student transportation services. This curriculum seeks to promote uniformity of instruction to provide a standard learning experience across the state. It is intended to be a framework to teach the 20 hours of classroom instruction required for every new school bus operator.

This curriculum was designed to be as flexible as possible to accommodate local school district procedures. Instructors should review the course content and customize the materials to satisfy local district policies.

Instructors should use all resources available to get each participant involved in the learning process. The curriculum's content, performance objectives, and learning experiences are designed to promote the acquisition of driving skills and the knowledge necessary for safe school bus operations.

Format

The curriculum is divided into 14 units, each of which deals with a specific aspect of student transportation. Each unit has an introductory page containing the unit number, title, and an overview of the unit, including the following:

- **Audio-Visual Materials** – a list of available audio-visual materials that support the unit. (Most videos can be borrowed from the Department of Education's Student Transportation Management library.)
- **Equipment** – equipment needed to teach the unit.
- **References** – list of all sources referred to throughout the unit.
- **Optional Strategies** – unique presentation ideas to vary delivery of instruction.
- **Objectives** – information the operator should understand after the unit has been taught.

The remaining pages of each unit contain the core content presented in a PowerPoint format. The top of the page is the PowerPoint slide presented to the participants. The bottom of the page provides the content the instructor should teach. There are strategies suggested to encourage participant involvement; whenever possible, we encourage the trainers to further illustrate information with examples.

There is a sample test included for each unit, along with all pertinent transportation rules and laws. For each unit test, school districts are encouraged to add questions about the local district policies and procedures that have been presented.

Continued Learning

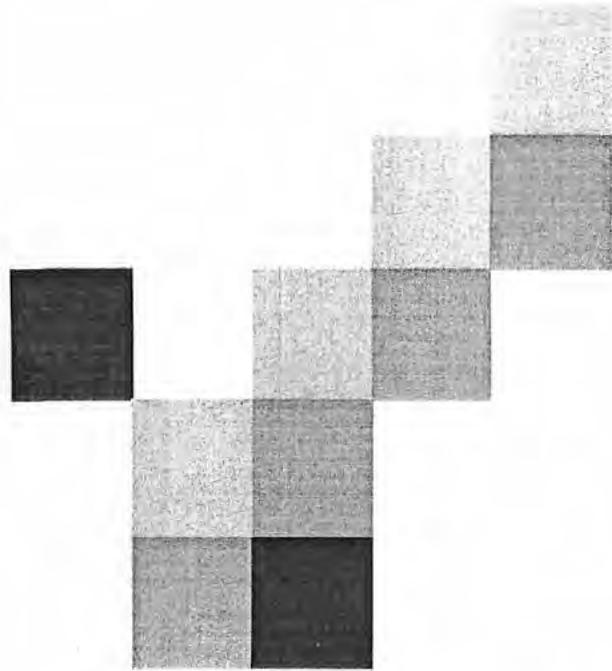
After completing this course, school bus operators are expected to reinforce and expand their learning through periodic in-service instruction.

The School Transportation Management Section of the Florida Department of Education is willing to assist in the required annual in-service instruction for school bus operators on an as-needed basis.

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UNIT I

SCHOOL BUS OPERATOR ROLES AND RESPONSIBILITIES

BUS DRIVER

IS JUST A JOB TITLE



OUR JOB IS



Nurse, Counselor, Baby sitter



Truant officer



Friend, Nanny, Coach



Mentor



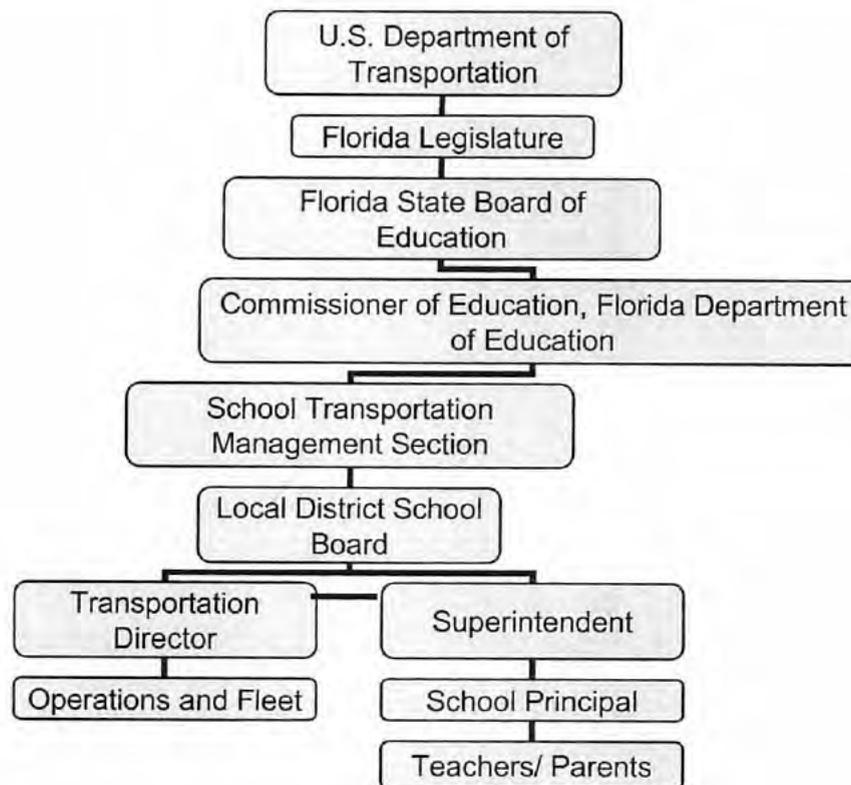
Operator Roles and Responsibilities

Topics to be discussed:

- Responsibilities of the student transportation team members
- Requirements for becoming a school bus operator
- Types of requirements governing student transportation
 - Laws
 - Rules/ Regulations
 - Policies
 - Recommendations
- Gaining and maintaining professional status



The Transportation Team National and State



The Local Transportation Team

- Transportation Directors
- Service Managers/Technicians
- Route Coordinators
- Bus Operators



The Local Transportation Team (continued)

- Attendants
- Students
- Parents
- Chaperones



Requirements for Becoming a School Bus Operator

A school bus operator must:

- have at least five years of licensed driving experience.
- undergo a criminal background check.
- hold a valid Commercial Drivers License with a Passenger and School Bus endorsement.
- complete 40 hours of training with at least 20 hours in a classroom and at least eight hours behind the wheel.
- be capable of completing written forms and reports.
- pass the district's dexterity test.
- pass a physical exam that demonstrates that he/she is:
 - ◆ in good physical and mental health, and
 - ◆ able-bodied.

[6A-3.0141, FAC, Employment of School Bus Drivers]



Requirements for Becoming a School Bus Operator (continued)

- possess a Certificate of Training from the Department of Education issued by the district.

- submit to the required drug testing program conducted for all employees who hold a Commercial Drivers License, including:
 - pre-employment testing,
 - random testing,
 - post-accident testing,
 - reasonable suspicion testing, and
 - return-to-duty testing.



Laws and Rules/Regulations

LAWS:

Requirements established by a legislative body that must be followed.

RULES/REGULATIONS:

Guidelines established by an administrative department that must be followed.



Policies and Recommendations



POLICIES:

Local requirements that are not enforced by a federal or state agency.

RECOMMENDATIONS:

Guidelines that should be followed.

Professionalism

A school bus operator should exhibit traits that are characteristic of all professionals.



Summary

We reviewed:

- **Student Transportation Team Members**
- **Requirements for School Bus Operators**
- **Requirements for Student Transportation**
- **Professionalism**



UNIT 1 TEST

1. Every year a school bus operator must do which of the following to be certified to drive a bus in Florida:
 - a. Complete a physical, eight hours of safety training, and a written application for employment
 - b. Complete eight hours of safety training, a dexterity test, and a written test
 - c. Complete a physical, eight hours of safety training, and a dexterity test
 - d. Complete a dexterity test, a written test, and a physical

2. Which of the following are not members of the transportation team?
 - a. Parents
 - b. Principals
 - c. Technicians
 - d. School Custodians

3. The major goal of a school bus operator is a safe ride for each and every student every time.
 - a. True
 - b. False

4. The roles and responsibilities of a school bus operator are many and varied. Which is not a role or responsibility?
 - a. Drive only in good physical and mental condition
 - b. Obey all laws, rules, regulations, and policies
 - c. Complete all appropriate bus inspections
 - d. Serve cookies and punch each morning

5. What kind of license does a person have to possess to operate a school bus?
 - a. Class A CDL
 - b. Class B CDL with a P endorsement
 - c. Class B CDL with a P & S endorsement
 - d. Class D CDL

6. Are school bus operators required to be drug and alcohol tested?
 - a. No
 - b. Yes

7. A school bus driver is not a professional person.
 - a. True
 - b. False

8. Driving a school bus is just like driving a car.

- a. True
- b. False

9. How wide is the body of the school bus?

- a. 7 ½ feet
- b. 8 feet
- c. 8 ½ feet
- d. 9 feet

10. How important are mirrors on the school bus?

- a. You can drive without them
- b. Very important

8. Driving a school bus is just like driving a car.

- a. True
- b. False

9. How wide is the body of the school bus?

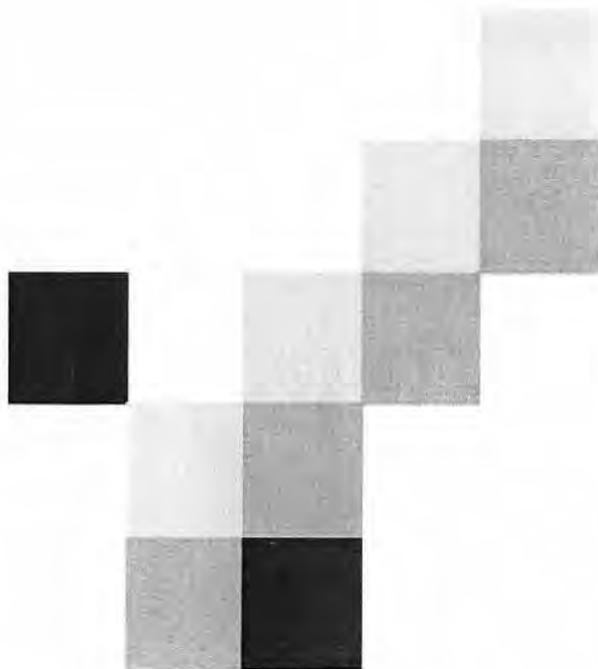
- a. 7 ½ feet
- b. 8 feet
- c. 8 ½ feet
- d. 9 feet

10. How important are mirrors on the school bus?

- a. You can drive without them
- b. Very important

UNIT II TEST

1. The length of a bus will affect:
 - a. Travel over bridges and on overpasses
 - b. Turning, merging, and changing lanes
 - c. Turning and swaying
 - d. Loading small children
2. How wide is a standard school bus?
 - a. 8 feet with mirrors
 - b. 13 feet with mirrors
 - c. 7 feet with mirrors
 - d. 10 feet with mirrors
3. A 65 passenger conventional school bus is approximately how long?
 - a. 40 feet
 - b. 65 feet
 - c. 35 feet
 - d. 75 feet
4. You can stop a loaded bus as fast as you can an empty bus.
 - a. True
 - b. False
5. Which area listed below is not a danger zone?
 - a. Immediately in front of the bus
 - b. On top of the bus
 - c. Driver's side of the bus
 - d. Right side of the bus
6. The height of a school bus (excluding antennas and other equipment) is:
 - a. 8-9 feet
 - b. 9-10 feet
 - c. 10-11 feet
 - d. 9-11 feet
7. A school bus operator does not need to know much about the physical dimensions e.g., (size, weight) of the bus:
 - a. True
 - b. False



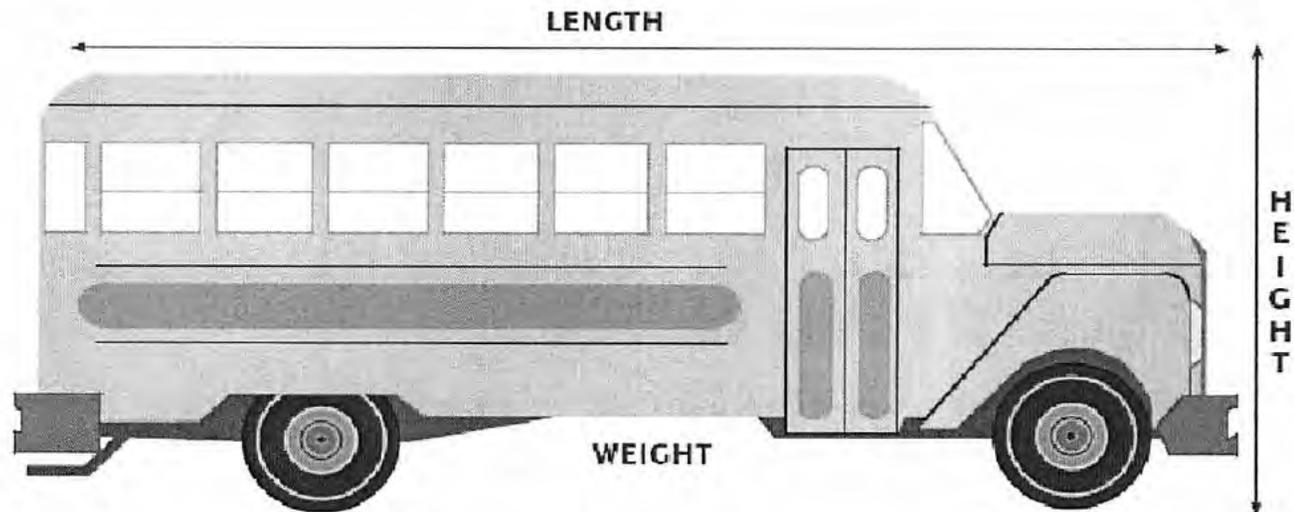
UNIT II

BECOMING FAMILIAR WITH THE SCHOOL BUS VEHICLE

Becoming Familiar with the School Bus Vehicle

Topics to be discussed:

- Legal Descriptions
- Physical Characteristics
- Danger Zones



What is a School Bus?

“...A ‘school bus’ is a motor vehicle regularly used for the transportation of pre-kindergarten disability program and kindergarten through grade 12 students of the public schools to and from school or to and from school activities

and

owned, operated, rented, contracted, or leased by any district school board...”

Section 1006.25(1), Florida Statutes



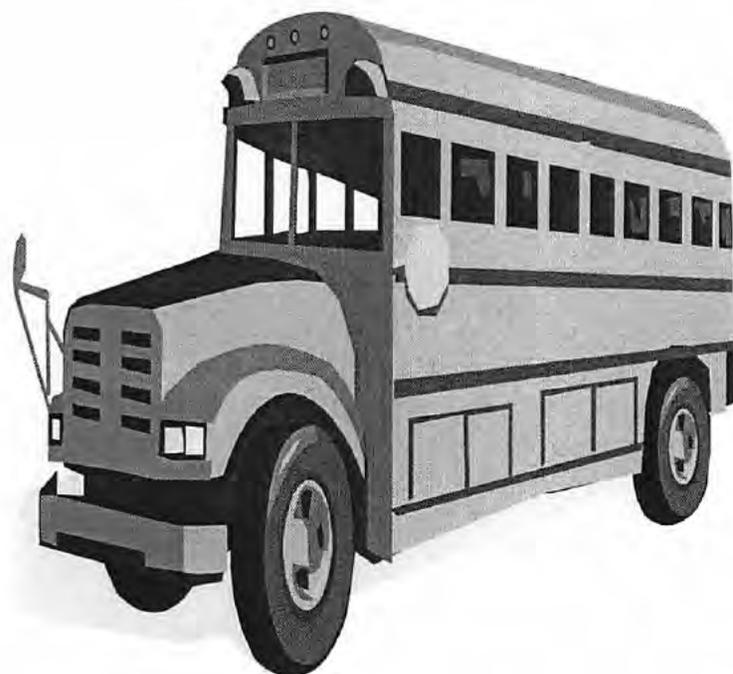
Challenges caused by width:

- Maneuvering in a lane

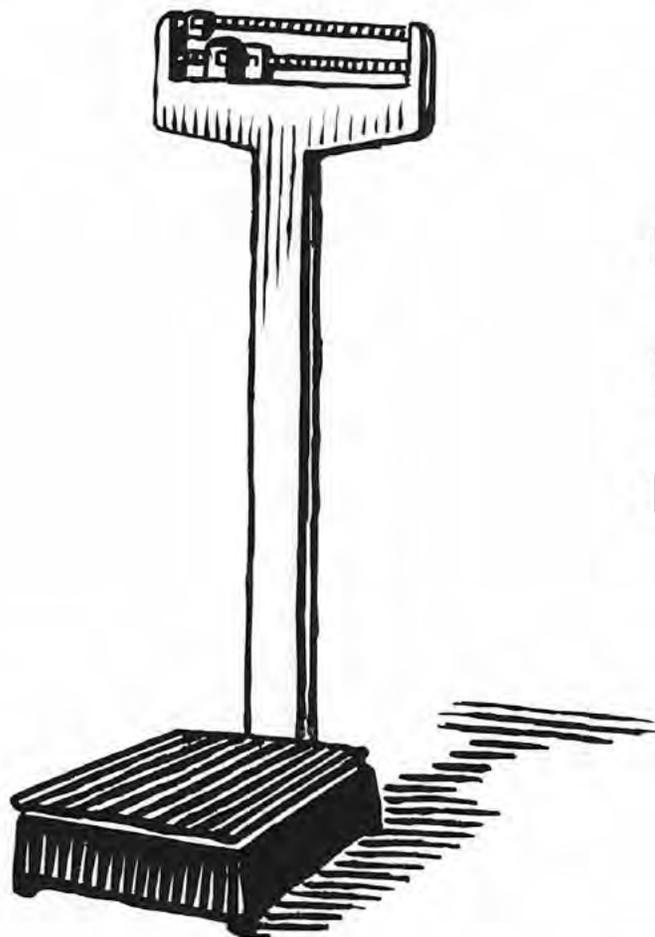


Challenges caused by height:

- Maneuvering under canopies at school loading zones/ overpasses
- Steering due to high center of gravity

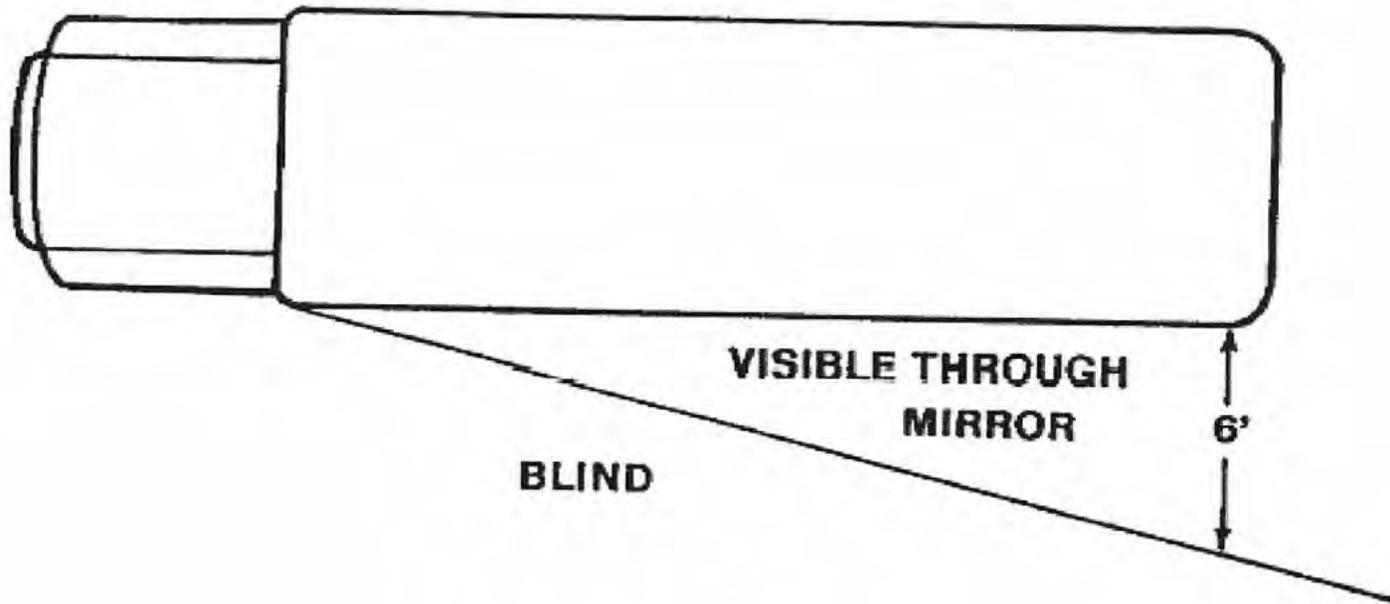


Challenges caused by weight:

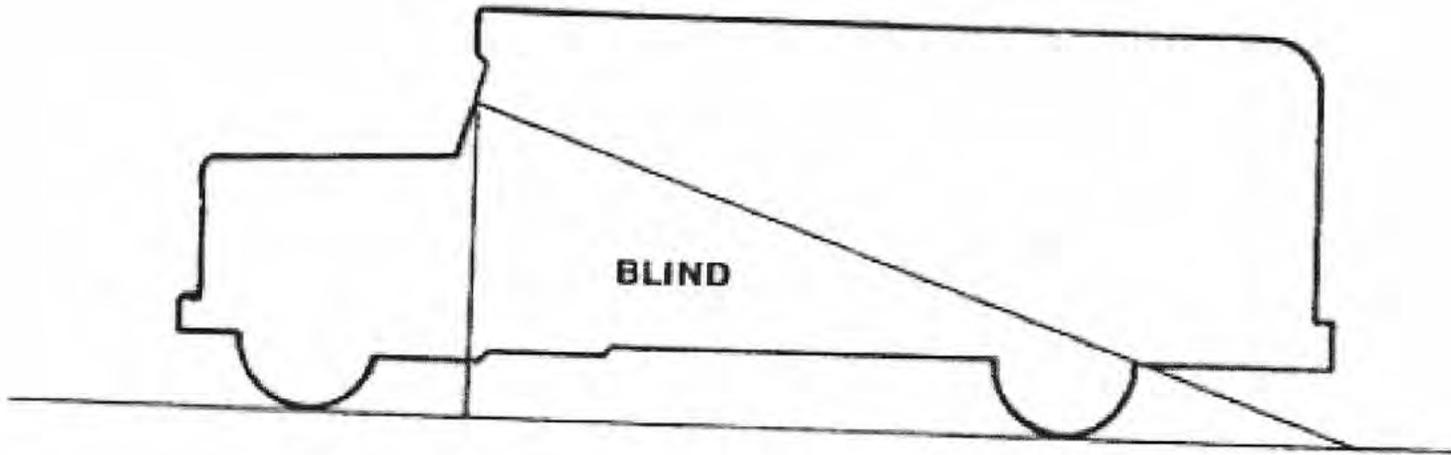


- Crossing bridges
- Acceleration
- Braking distance

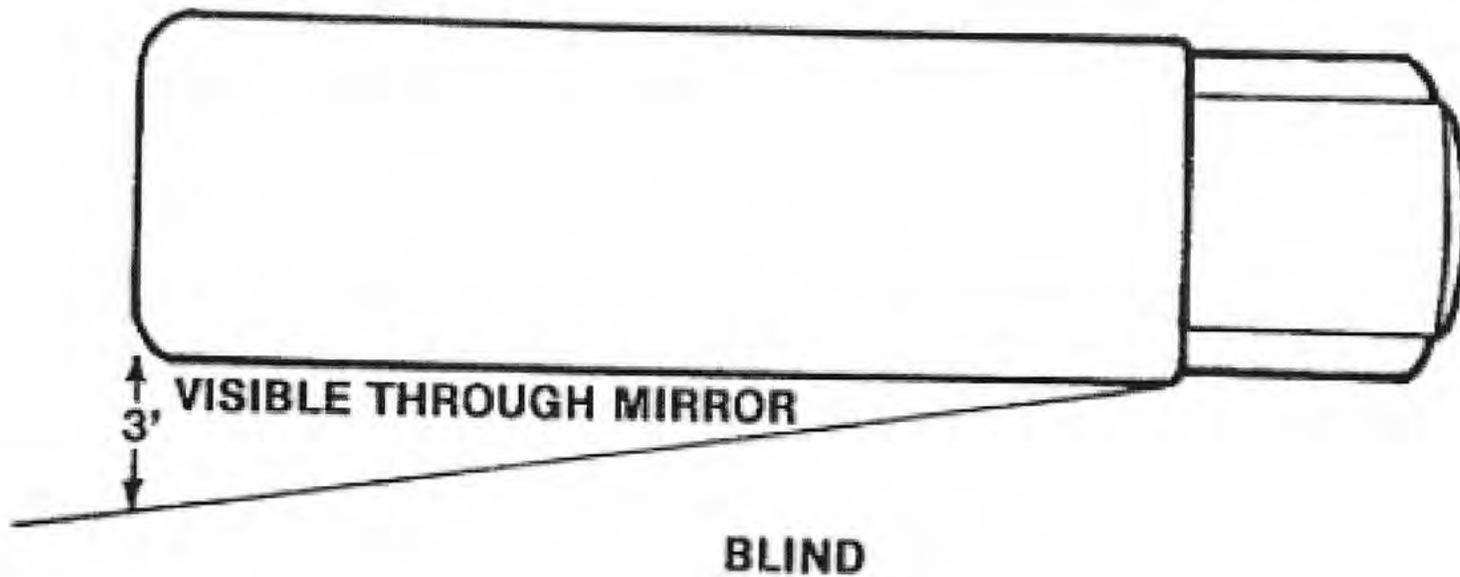
Blind Spot—Left Side Horizontal



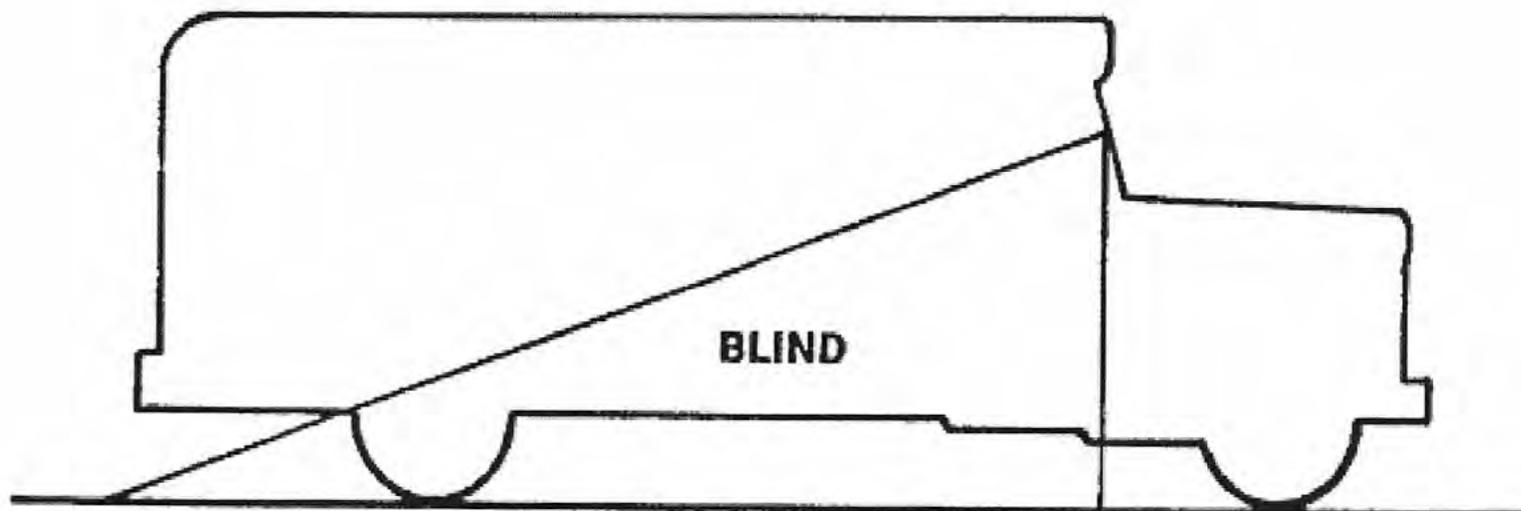
Blind Spot—Left Side Vertical



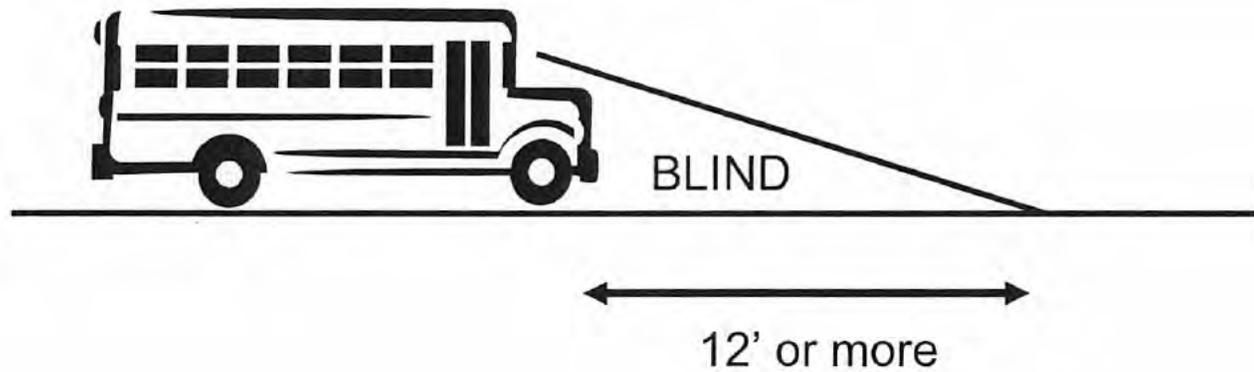
Blind Spot—Right Side Horizontal



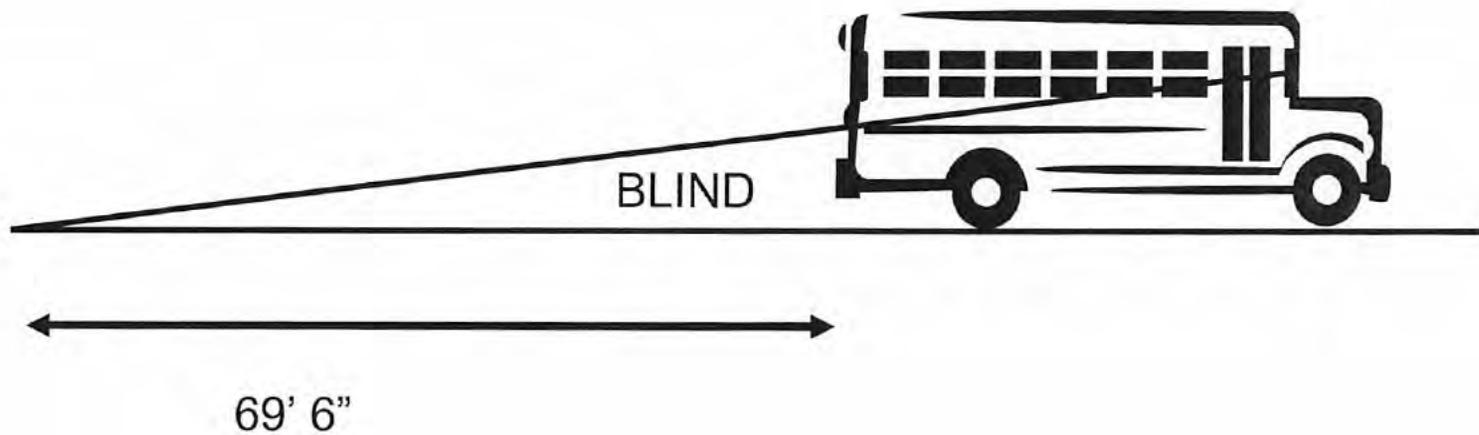
Blind Spot—Right Side Vertical



Blind Spot—Front



Blind Spot—Rear



Summary

We reviewed:

- Legal definitions
- Physical characteristics
- Danger zones

Type A



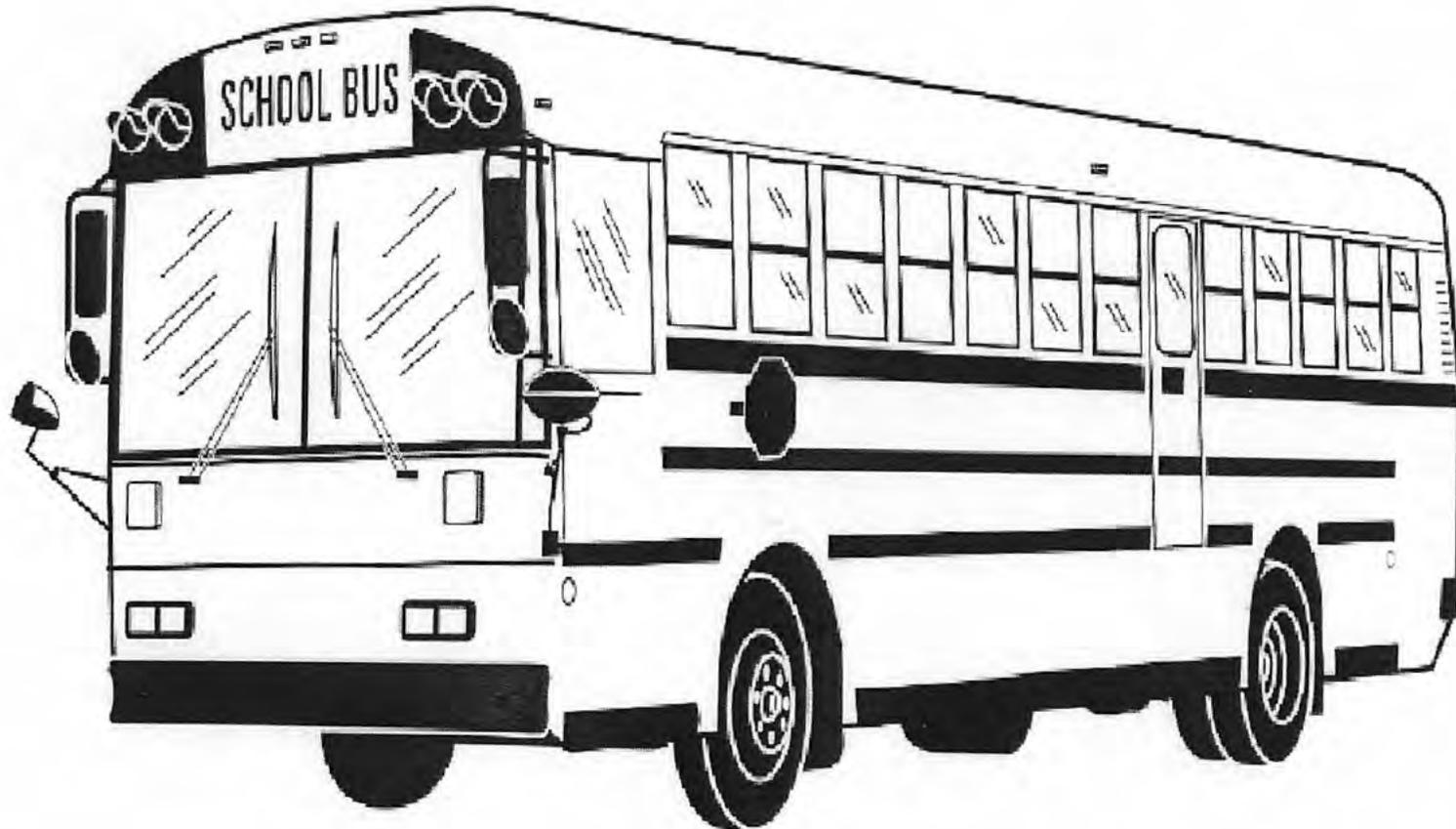
Type B



Type C

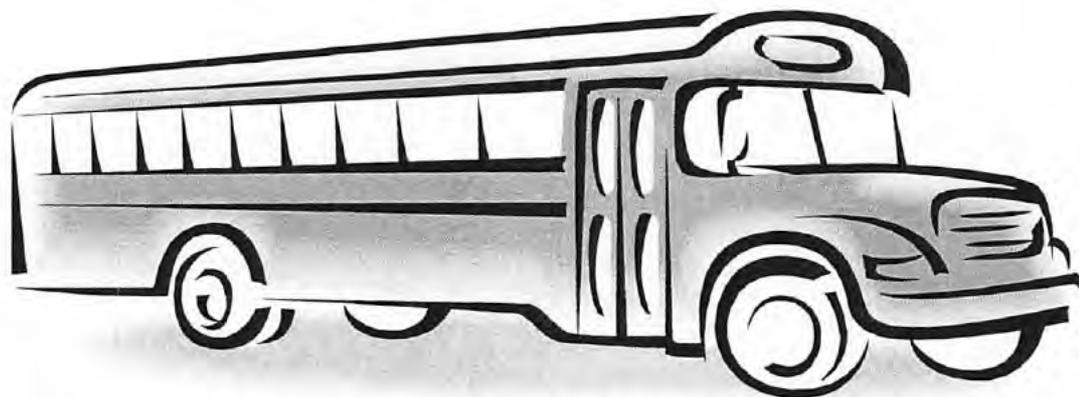


Type D



Challenges caused by length:

- Merging
- Turning
- Bumps
- Backing
- Parking



UNIT II TEST

1. The length of a bus will affect:
 - a. Travel over bridges and on overpasses
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 - c. Turning and swaying
 - d. Loading small children

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 - a. True
 - b. False

8. Driving a school bus is just like driving a car.

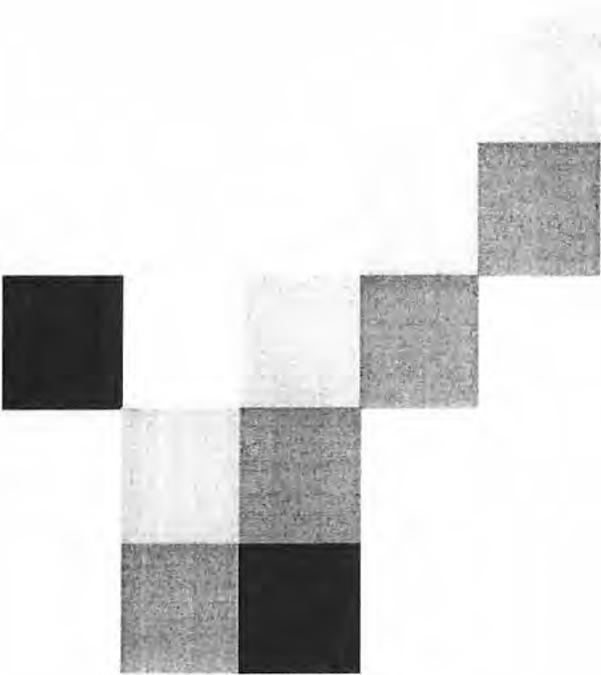
- a. True
- b. False

9. How wide is the body of the school bus?

- a. 7 ½ feet
- b. 8 feet
- c. 8 ½ feet
- d. 9 feet

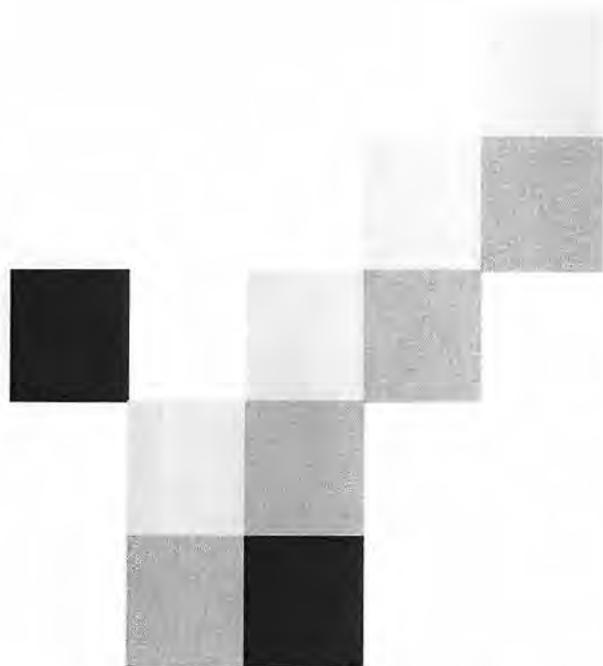
10. How important are mirrors on the school bus?

- a. You can drive without them
- b. Very important



UNIT III

SCHOOL BUS VEHICLE INSPECTIONS



UNIT III

SCHOOL BUS VEHICLE INSPECTIONS

Vehicle Inspection Topics

- Reasons for performing inspections
- Types of vehicle inspections
- Common unsafe conditions
- Pre-trip inspection procedure
- Between-trip inspection procedure
- Post-trip inspection procedure
- Reporting unsafe conditions



Why Should I Conduct Inspections?

- Safety of passengers
- Legally required (State Board of Education Rules)
- Reduce frustration to driver
- Prevent breakdowns
- Eliminate/reduce delay and inconvenience to passengers
- Prolong life of the bus/reduce transportation costs



Department of Education Inspection Requirements

Rule 6A-3.0171 (2)(e) 3.t., FAC

Responsibilities of the school bus driver:

To inspect the bus at least daily prior to the beginning of the first daily trip or more often as required by the school district and to report any defect affecting safety or economy of operation immediately to authorized service personnel. The inspection shall include all items identified in the procedures related to the mandatory daily inspection in the Basic School Bus Driver Curriculum.



Driving Unsafe Vehicles

An operator shall not drive or move a vehicle that:

- Is in such an unsafe condition as to endanger a person
- Does not contain all the required equipment in proper condition
- Is equipped in violation of the vehicle specifications



Types of Vehicle Inspections:

- Required monthly inspections by garage technicians
- Pre-trip
- Between-trip
- Post-trip
- Commercial Drivers License pre-trip



Common Safety Concerns

- Body condition
- First aid kits
- Noisy exhaust
- Pupil warning lights
- Parking brakes
- Tire tread
- Steps
- Steering lash
- Clearance lights
- Emergency door
- Stop/ tail lights
- Defrosters
- Service brakes
- Wipers
- Seats
- Service door
- Mirrors

Operator Responsibility for Pre-Trip Inspection

- Follow regular procedures
- Use the district's approved checklist
- Check inside and outside the bus
- Listen to the engine
- Check the gauges
- Report all defects



Major Components of the Pre-trip inspection

- Approach to the vehicle
- Engine compartment
- Operator's compartment
- Outside walk-around
- Inside check
- Final outside check
- Departure

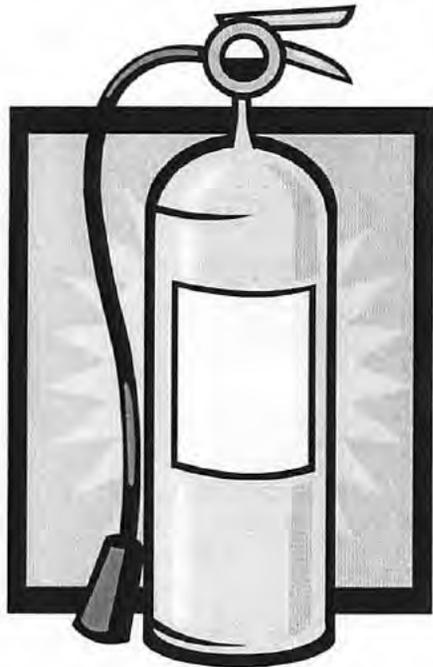


Approach to the Vehicle:



- Look for fluid leaks on the ground
- Observe the bus's physical appearance
- Check for vandalism or tampering

Operator's compartment check:



- Service door area
- Fire extinguisher
- Reflective Triangles
- First aid kit

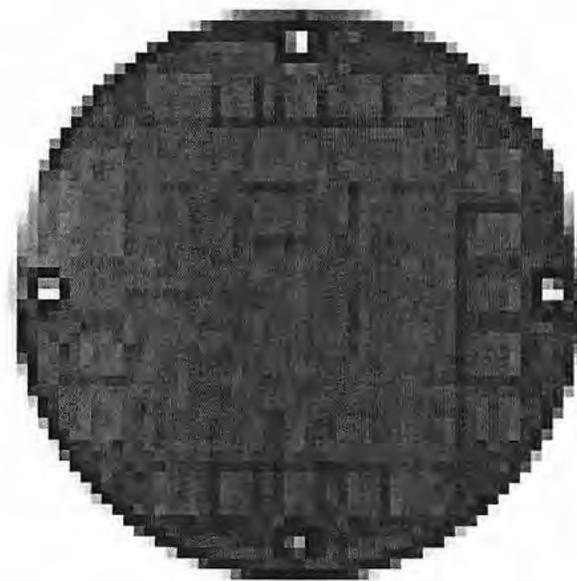
Operator's compartment check: (continued)



- Body fluid clean-up kit
- Operator's seat area
- Gauges and warning lights
- Mirror adjustment

Operator's compartment check: (continued)

- Warning devices for the brake system
- Remaining components of the operator compartment
- Light indicators



Outside walk-around:

After stepping off of the bus

Right Side:

- Check the right side exterior rear-view mirror to ensure it is secure.
- Check the right front tire and wheel. Check the tread, inflation, and condition of the tire. Check the condition of the wheels including lug nuts. Shiny or rusty spots may indicate looseness.
- Grease streaks on the wheel may indicate problems with the wheel seal.
- Check that the crosswalk mirror(s) on the right front bumper is/are secure.
- Check to ensure that the right turn signal is undamaged, clean, and flashing.
- Check the clear and amber lights (should be illuminated).
- Check the cleanliness and the condition of the side reflectors, both amber and red.
- Check the bus body for damage.
- Check the condition and cleanliness of all windows.

Outside walk-around: (continued)

Front:

- Check to ensure that the student stoplights (red) are clean and alternately flashing.
- Student crossing arm (when equipped) should be extended.
- High beam headlights should be undamaged, clean, and working.
- Lettering should be legible.
- Front clearance and identification (ID) lights (amber) should be undamaged, clean, and working.
- Check fuel tank area, ensuring that there are no leaks and that the cap is tight.

Outside walk-around: (continued)

Left side:

- Check to ensure that the left turn signal is undamaged, clean, and flashing.
- Check that the crosswalk mirror(s) on the left front bumper is/are secure.
- Check the left front tire and the wheel in the same manner as the right side.
- Front stop arm should be extended and red lights flashing.
- Clearance lights (amber) should be illuminated.
- Check the condition and cleanliness of all windows.
- Check the cleanliness and the condition of the side reflectors (amber and red).
- Check security of battery door.
- Lettering should be legible.
- Left side emergency door (if equipped) should open easily and buzzer should be operational.
- Check bus body for damage.
- Rear stop arm (if equipped) should be extended and red lights flashing.
- Check left rear tires and wheels. Check tread, inflation, and condition of tires.

Outside walk-around: (continued)

Rear of vehicle:

- Check to ensure that the red student warning lights are clean and flashing.
- Rear clearance lights and ID lights (red) should be undamaged, clean, and working.
- Taillights should be undamaged, clean, and working.
- Left turn signal should be undamaged, clean, and flashing.
- Roof-mounted white flashing strobe light should be operating.
- License plate should be clean.
- License plate lights should be clean and working.
- Reflectors (red) should be present and undamaged.
- Lettering should be legible.
- Rear emergency door must open wide and with ease. Listen for buzzer. Hold-open device (if equipped) must function properly.
- Check exhaust and tailpipe for obstruction, security, and damage (collapsed or bent).

Outside walk-around: (continued)

Lift Buses

- Open the lift door to ensure it opens easily and fully and check the hold-open strap or chain.
- Operate the lift through one full cycle (unfold or deploy, down, up, fold, or stow) and check security of all components, including handrails, belt strap (if equipped) and platform end barrier (roll stop).



Inside check:

Inside check:

- Close the door so that the student warning lights can be checked.
- Turn off the 4-way hazard lights and turn on the left turn signal.
- Use a stick to block the brake pedal.
- Cancel the red student warning lights and activate the amber student warning lights.

Operator's area:

- Look out the windshield and check operation of the left turn signal and the front amber student warning lights.
- Turn off the left turn signal and turn on the right turn signal.
- Switch the headlights to low beam.
- Turn off the 8-light system and turn off master switch.

Inside check: (continued)

Walk down the aisle:

- Check the general cleanliness of the bus.
- Check the seat bottoms and backs for security and damage.
- Check the lap belts (if applicable). The operator should inspect all lap belts to ensure they are operable and secure. If repairs are needed, report to the service technicians as soon as possible.
- If the bus is equipped with additional emergency exits (left side door, push out windows, or roof hatches) check to ensure that they open and that the appropriate buzzers (side windows and door) are operational.
- If the bus is equipped with a wheelchair lift, ensure that there are no loose or missing parts or padding.
- Open the rear emergency door, listen for the buzzer and look outside.
- While looking out, check the operation of the rear amber student warning lights, left turn signal, and brake lights. Close the door and walk back up the aisle.
- Check the seats on the way back up the aisle.



30-inch aisle width

Final Outside:

- Check the right turn signals, front and rear.
- Check the low beam headlights.



Departure:

- Fasten your seat belt properly.
- Turn off the right turn signal.
- If district policy or lighting conditions require, leave the headlights on.
- Recheck all the gauges.
- Release the parking brake and perform two moving brake checks to ensure that the bus does not pull in either direction when the brakes are applied.
- Complete all the required paperwork.

Vehicle Inspection

It is a requirement of State Board of Education rule and Florida law that a school bus operator shall drive a bus only when the operator's seat belt is securely buckled.

"It is unlawful for any person to operate a motor vehicle in this state unless the person is restrained by a safety belt."

Section 316.614(4)(b), F.S.



During the Trip Inspection While En Route



- Is the engine running properly?
- Check the steering.
- Are there any unusual sounds?
- Are there any unusual odors?
- Constantly check all the gauges.

Between-Trip Inspection

After Each Run

While sitting at the school



- Check for vandalism.
- Check for materials the students may have left.
- Check for sleeping children throughout the bus after every trip.
- Clean out refuse.
- Obtain any needed supplies or forms.
- Secure the vehicle if not going out on a run immediately.

Post-Trip Inspection

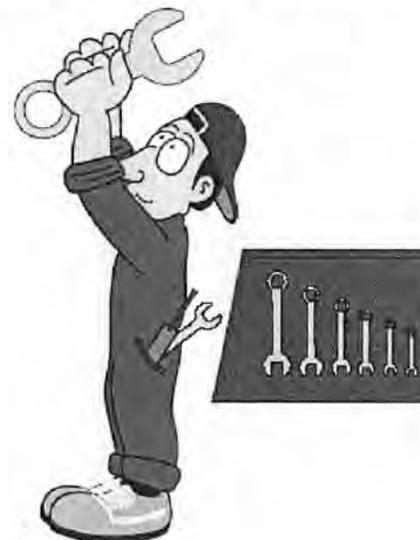
- Check for sleeping children throughout the bus, including under seats.
- Refuel vehicle and record mileage and amount of fuel taken in, as district procedures may require.
- Park bus in designated location.
- Clean interior of the vehicle.
- Check for needed supplies.
- Secure the vehicle.
- Close the windows and doors.
- Remove the key if not parked in the compound.
(Local policy may differ).
- Remove other equipment according to local policy.
- Turn in all necessary paperwork and records required by local policy.

Vehicle Inspection

6A-3.0171(2)(e)3.s., FAC,

Responsibilities of the school bus driver:

To cooperate with duly authorized school officials, mechanics and other personnel in the mechanical maintenance and repair of bus in overcoming hazards which threaten the safety or efficiency of service.



Summary

We reviewed:

- Reasons for performing inspections
- Types of vehicle inspections
- Common unsafe conditions
- Pre-trip inspection procedure
- Between-trip inspection procedure
- Post-trip inspection procedure
- Reporting unsafe conditions

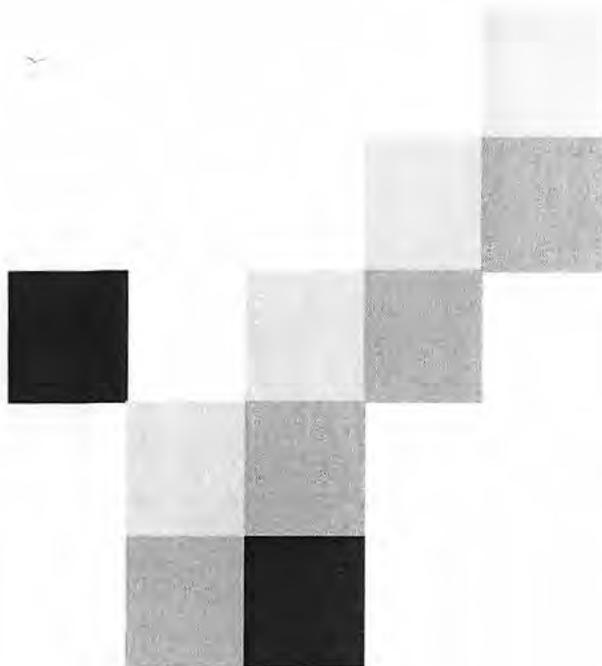
UNIT III TEST

1. State law or rule requires a school bus operator to do a pre-trip inspection.
 - a. True
 - b. False
2. It is not necessary for the operator to wear a seat belt properly at all times.
 - a. True
 - b. False
3. When is the post-trip inspection made?
 - a. Start of the trip
 - b. Middle of the trip
 - c. End of the trip
 - d. None of the above
4. Who inspects buses monthly or at least every 30 school days?
 - a. Driver
 - b. Technicians
 - c. Highway patrol
 - d. Governor
5. What types of inspections must be made every time the bus is used?
 - a. Pre-trip and post-trip
 - b. Pre-trip only
 - c. Pre-trip, between-trip, and post-trip
 - d. Post-trip only
6. Conditions which present an immediate danger to passengers are to be reported:
 - a. Never
 - b. In writing during the next inspection
 - c. By the end of the day, before the next trip
 - d. Immediately
7. How many types of inspections are there?
 - a. 2
 - b. 3
 - c. 4
 - d. 5

8. District Question

9. District Question

10. District Question



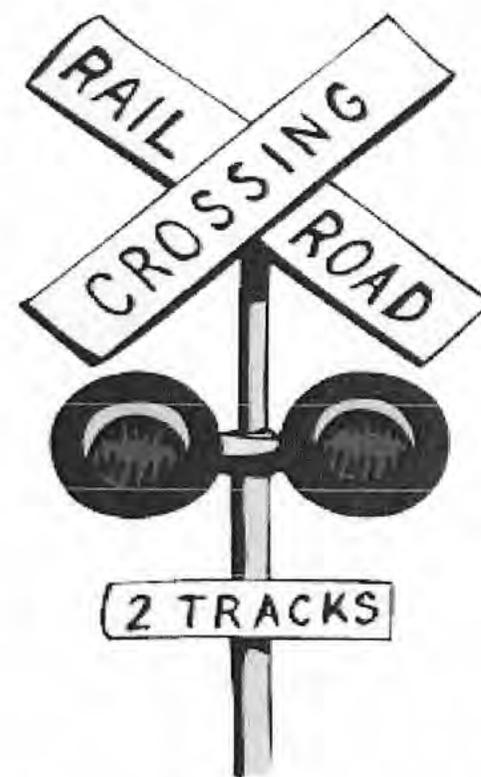
UNIT IV

SCHOOL BUS VEHICLE OPERATIONS

Vehicle Operations

Topics to be discussed:

- IDPE process
- Safe following distances
- Railroad crossings
- Reporting dangerous railroad crossings
- Right-of-way
- Passing
- How to position your school bus
- Fuel economy and reduced idling



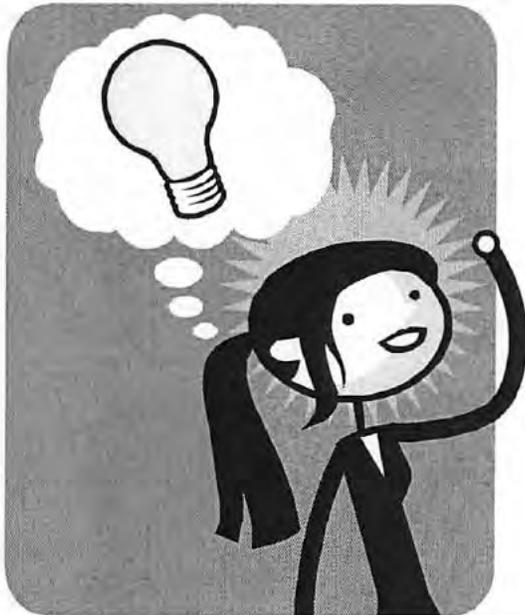
IPDE

Identify the relevant clues.

Predict their significance.



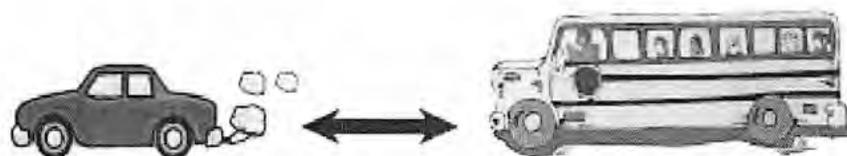
IPDE



Decide what to do.

Execute your decision.

Following Distances



Maintain legal following distance.

Obey basic speed law.

Allow 300 feet when following other buses outside of the city.

Allow 100 feet between buses when leaving school grounds.

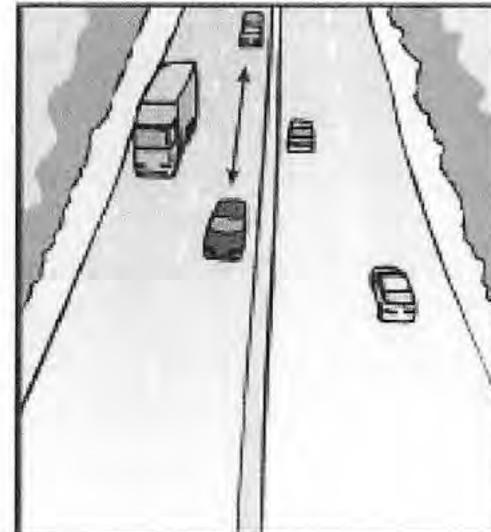
Provide vehicle separation by timed interval.

Legal Following Distance

The driver of a motor vehicle shall not follow another vehicle more closely than is reasonable and prudent, having due regard for the:

Speed of such vehicles
and the traffic upon,
and the condition of, the highway

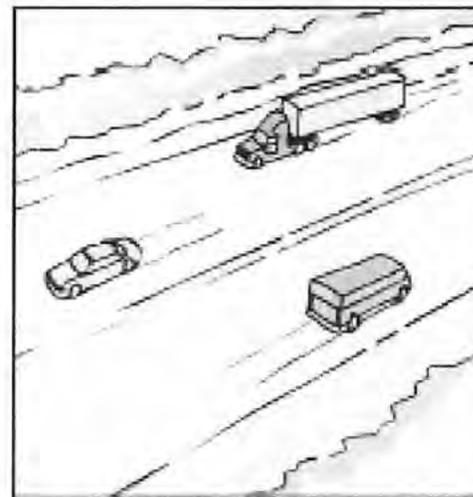
Section 316.0895, F.S.



Basic Speed Law

No person shall drive a vehicle on a highway at a speed greater than is reasonable and prudent under the conditions and having regard to the actual and potential hazards then existing.

Section 316.183, F.S.



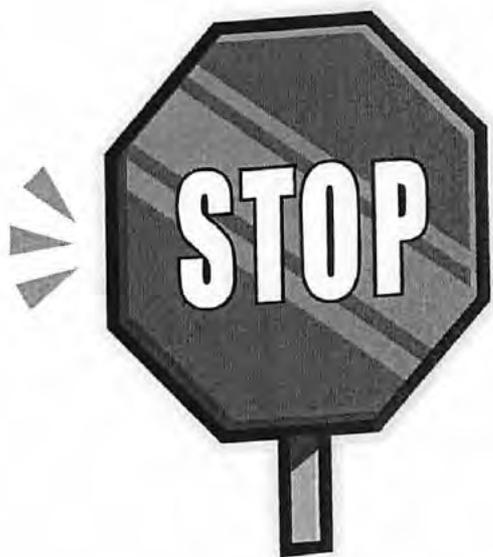
Following Another Bus

(2) It is unlawful for the driver of any motor truck, motor truck drawing another vehicle, or vehicle towing another vehicle or trailer, when traveling upon a roadway outside of a business or residence district, to follow within 300 feet of another motor truck, motor truck drawing another vehicle, or vehicle towing another vehicle or trailer. The provisions of this subsection shall not be construed to prevent overtaking and passing nor shall the same apply upon any lane specially designated for use by motor trucks or other slow-moving vehicles.

Section 316.0895, F.S.



Railroad Crossings



LOOK



LISTEN

Single Track Crossing

Deactivate the master switch at least 150' before the crossing and activate the 4-way flashers.

Stop—no closer than 15 feet and no more than 50 feet away from the nearest rail.

Shift to neutral or park and set parking brake.

Observe. Ensure there is sufficient space beyond the farthest rail for the bus to completely clear the crossing. There may be an intersection, stopped traffic, or any other potential obstruction after the crossing.

Look. Open service door and operator window. Look both ways.

Listen. Shut off noisy equipment and quiet passengers. (Use the noise shutoff switch if the bus is so equipped).

Close door.

Start (when it is safe) in normal driving gear.

Proceed and do not change gears or hesitate until across all tracks.

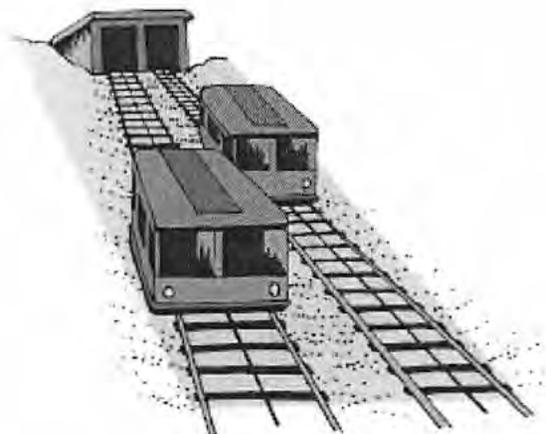
Deactivate the hazard lights, deactivate the noise shutoff switch, and activate the master switch.



IV-11

Multi-track Crossing

- Determine whether you must stop for a second set of tracks.
- Make sure no train is approaching on any side of the tracks.
- After a train passes, wait until the other tracks become visible before proceeding.
- Start (when it is safe) in normal driving gear.
- Proceed and do not change gears or hesitate until across all tracks.



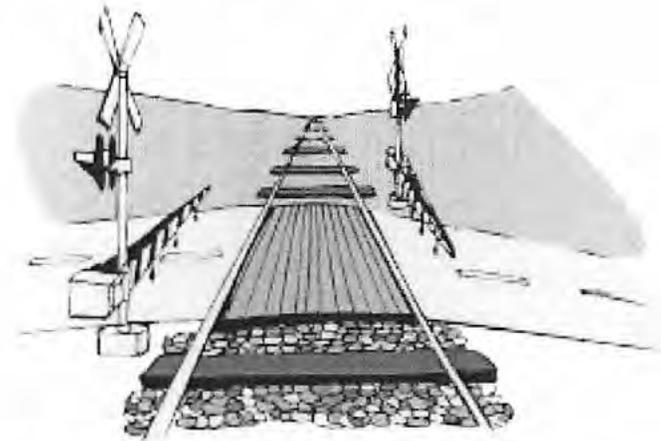
Railroad Crossing Gates or Barriers

Operators shall not drive a vehicle:

- Through**
- Around**
- Under**

A crossing gate or barrier at a railroad crossing while gate or barrier is:

- Closed**
- Being opened**
- Being closed**



Reporting Dangerous Railroad Crossings

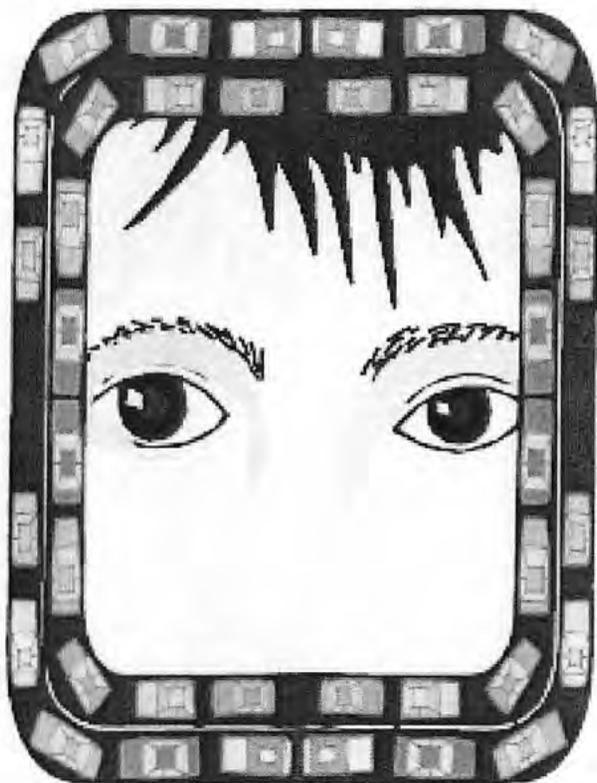


Be sure problem is reportable.

Fill out form.

Turn in report to supervisor.

Smith System



Aim high in steering.

Keep your eyes moving.

Get the big picture.

Make sure others see you.

Leave yourself out.



We're making communities safer. [»HELP US DO MORE](#)



Education • Enforcement • Engineering



“Precious Cargo”

We're making communities safer. [»HELP US DO MORE](#)

The following slide presentation, “Precious Cargo,” highlights a number of problems and procedures for highway/rail crossings. During the presentation pay particular attention to the topics listed on this slide.

- Hazards of highway/rail grade crossings
- Responsibilities of agencies and persons involved
- Cause of highway/rail grade crossing accidents
- Reducing highway/rail grade crossing accidents
- State laws involving highway/rail grade crossings
- Situations that cause unsafe conditions at railroad tracks
- Stalling on the tracks
- Danger of double tracks



Unsafe Operators at Railroad Crossings

- The operator who has a heavy foot and drives too fast for conditions.
- The daydreamer who does not pay attention. In about one out of three highway/rail grade crossing accidents, the motorist runs into the train.
- The operator who overdrives his/her headlights (the operator is traveling at a speed which will not allow adequate reaction time to objects as they become illuminated by the headlights).
- The operator who is overly tired and dozes at the wheel.
- The operator who has become complacent and thinks he/she knows when a train will be coming. **Any time is train time.**
- The impatient operator who drives around the gates.
- The follow-the-leader operator who does not look before crossing train tracks. Operators should never drive onto the tracks unless they can see for themselves that the track is clear.

Right-of-Way Situations

Intersections

Vehicles already in intersection

Approaching at approximately same time

When facing yield, stop, or merge sign

Emergency vehicles

Funeral processions

Traffic control signals

Turning left

Entering highway from alley, private road, or driveway



Driving Left of Center Permitted

- When overtaking another vehicle moving in the same direction and safe to do so
- When right lane is closed to traffic—after yielding to oncoming traffic
- When roadways have two or more lanes moving in the same direction
- One-way roadways
- Multi-lane, two-way roadways



Passing on Left Prohibited



Sections:

316.082

316.083

316.084

Florida Statutes

- When left lane is not clearly visible or free of oncoming traffic for a sufficient distance to pass without interfering with the safe movement of oncoming vehicles or vehicle being passed
- When approaching crest of hill or on a curve when there is insufficient sight distance
- Within 100 feet of an intersection, railroad crossing, or bridge
- When there are traffic control devices, signs, or markings prohibiting passing
- Solid yellow line in your lane
- "Do not pass" signs are posted

Passing on Right Permitted

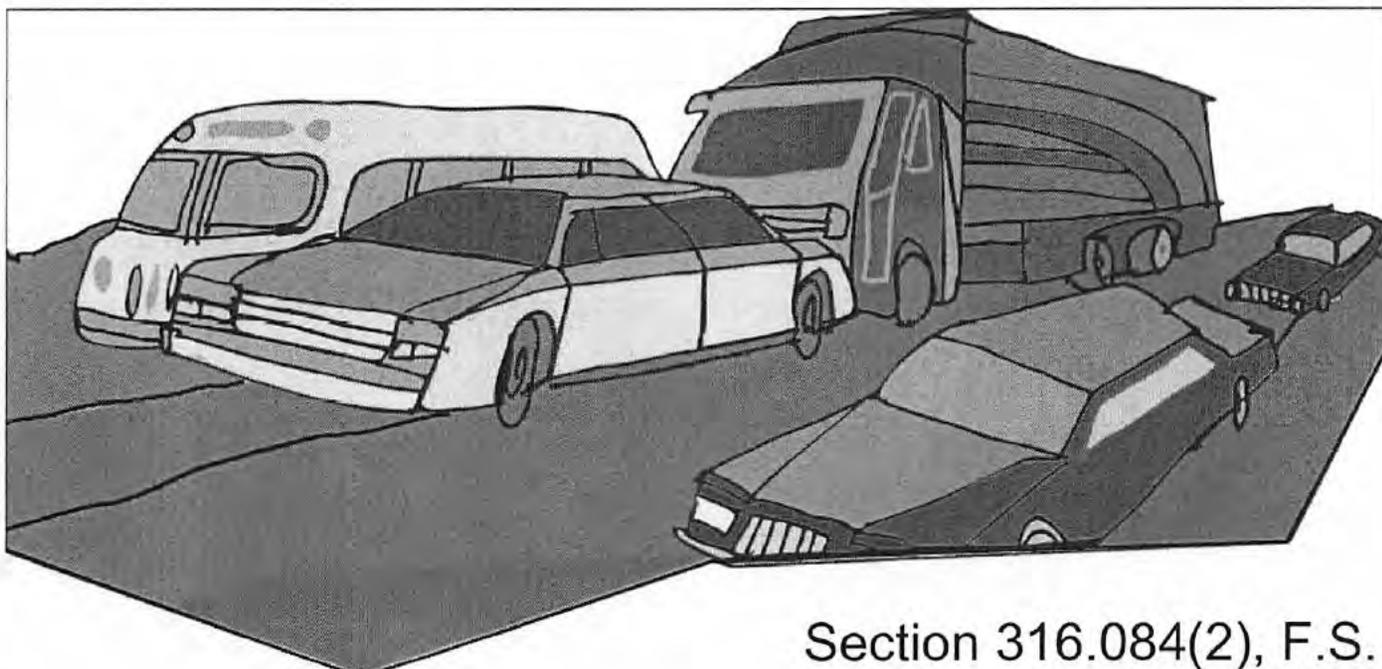
- When vehicle being overtaken is making or about to make a left turn, and,
- When there are two or more lanes of traffic moving in the same direction, or,
- When on a one-way street where there are two more lanes of traffic moving in the same direction



Section 316.084(1), F.S.

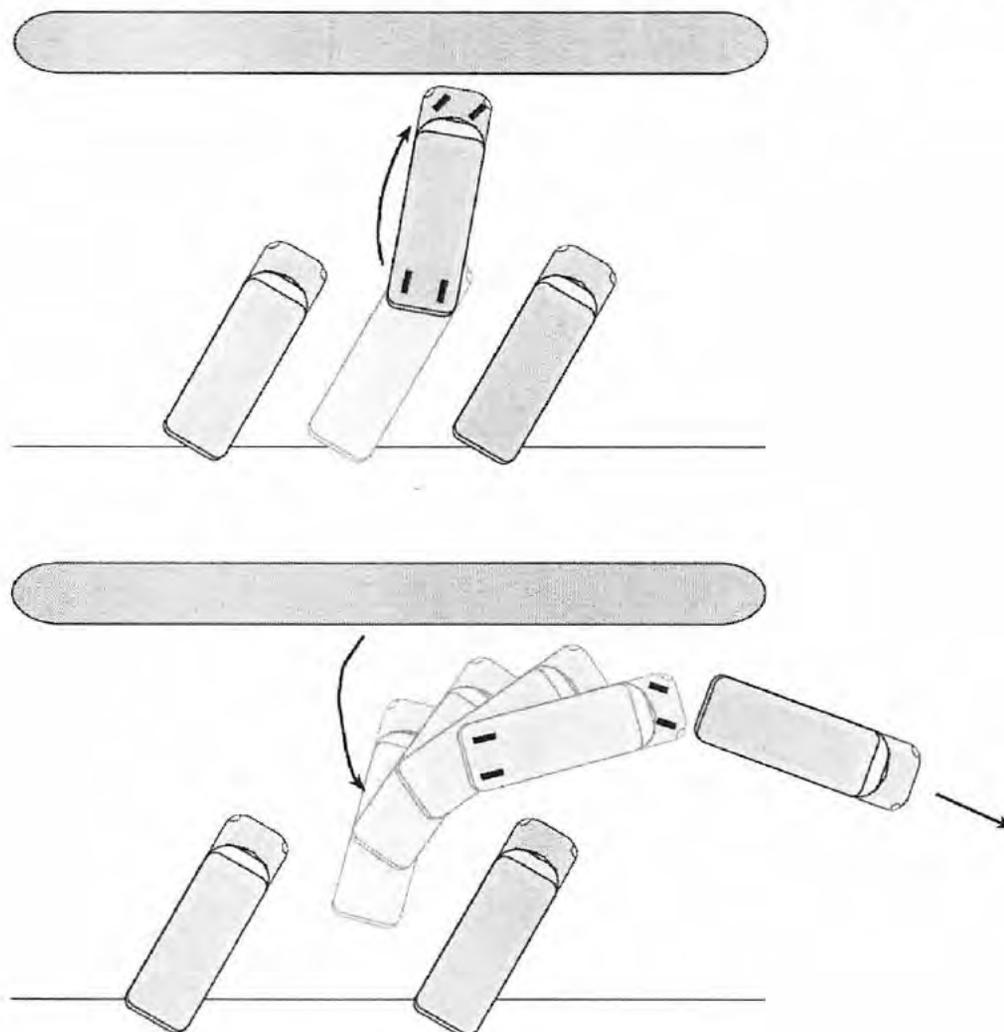
Passing on Right Prohibited

When the driver must drive off the pavement or main traveled portion of the roadway



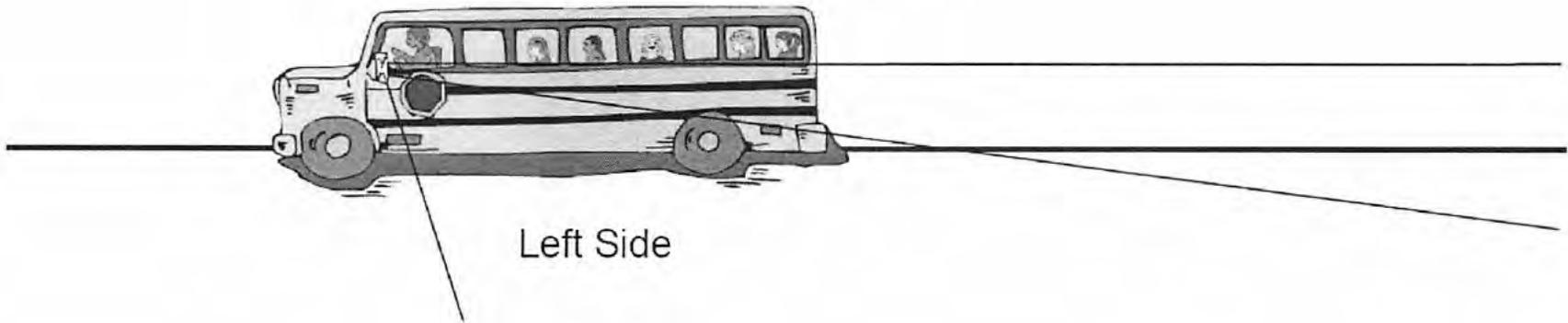
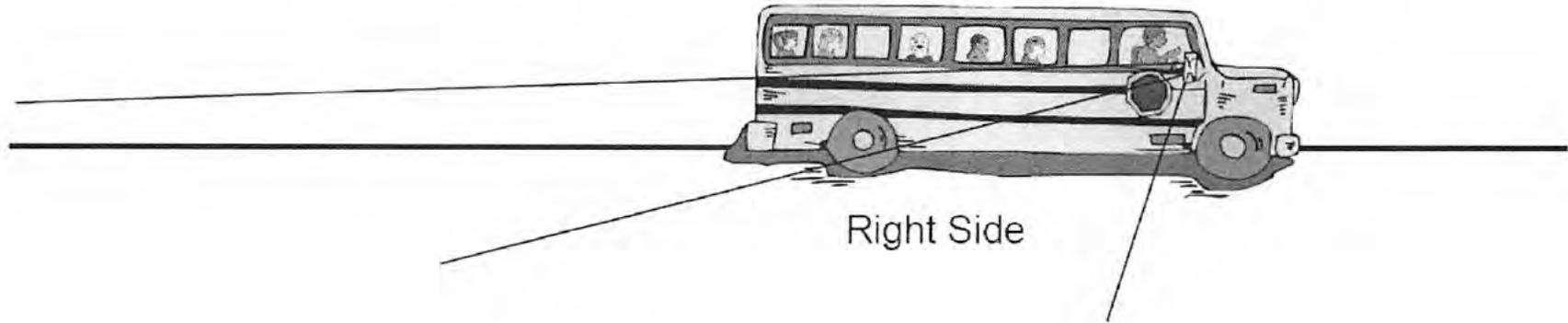
Section 316.084(2), F.S.

Bus Leaving a Parking Space

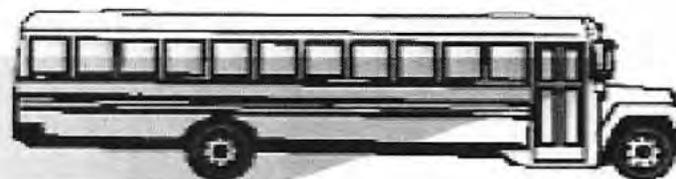
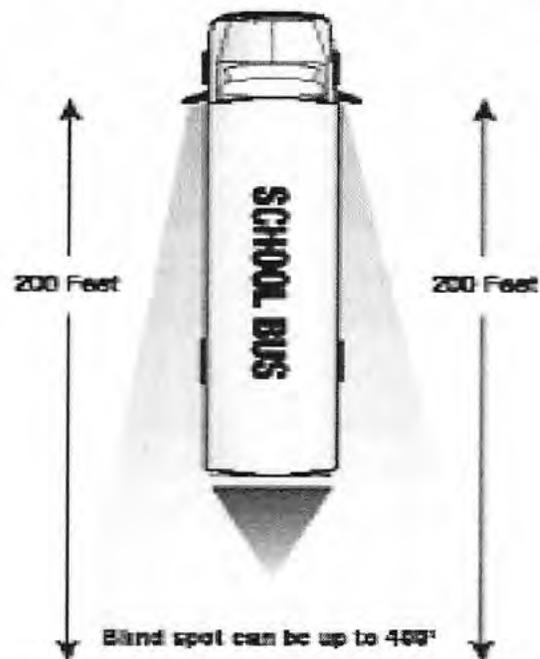


IV-23

Mirror Adjustment

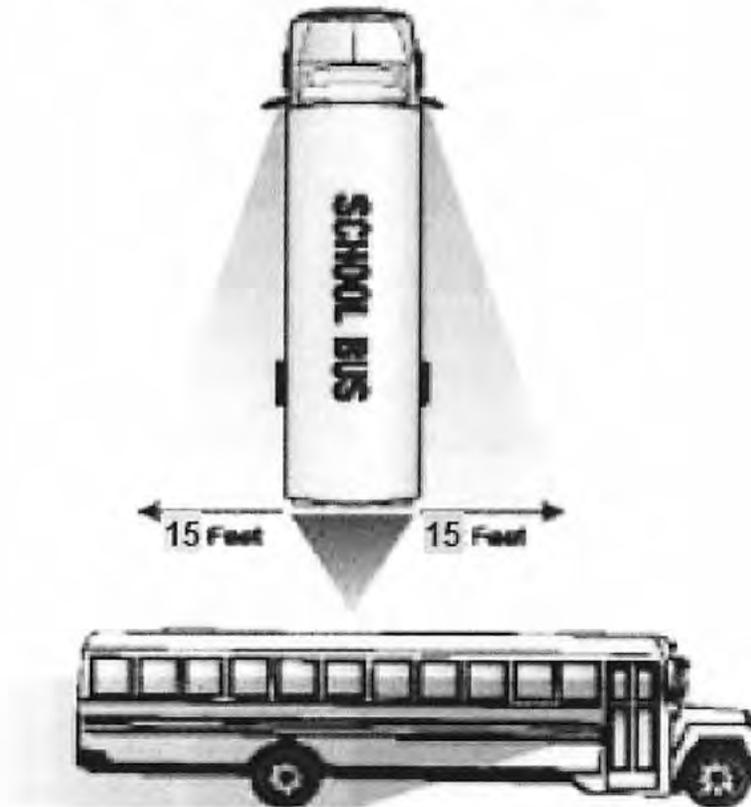


LEFT AND RIGHT SIDE FLAT MIRRORS



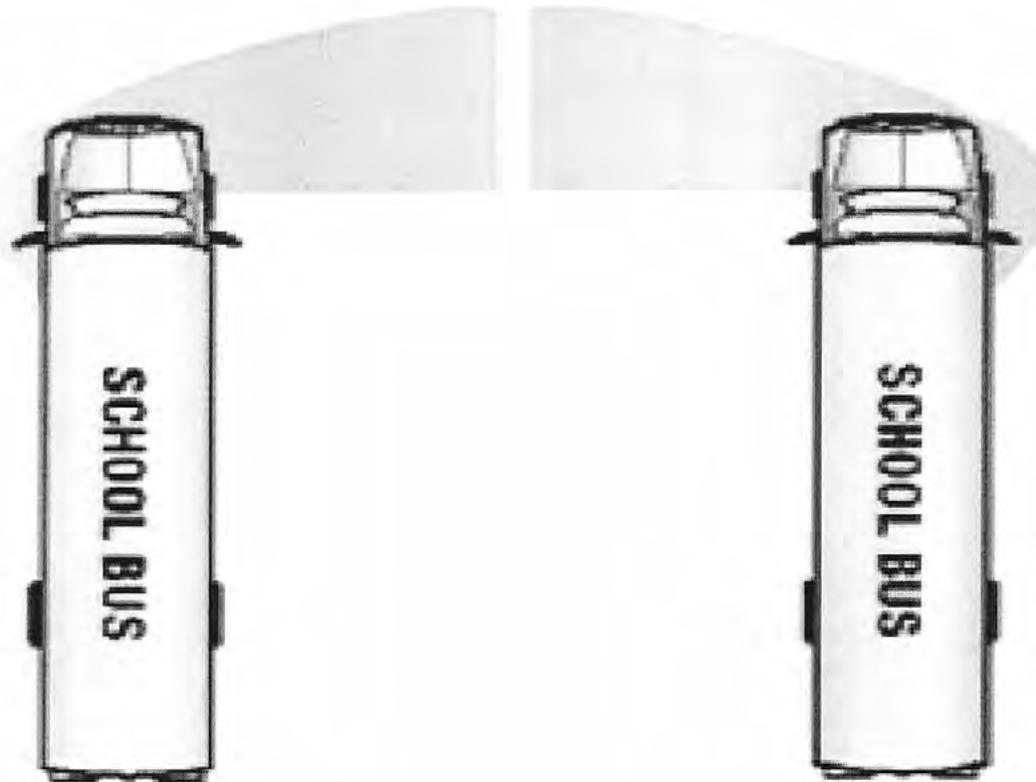
May use in conjunction with the left and right side convex mirrors to obtain desired visibility.

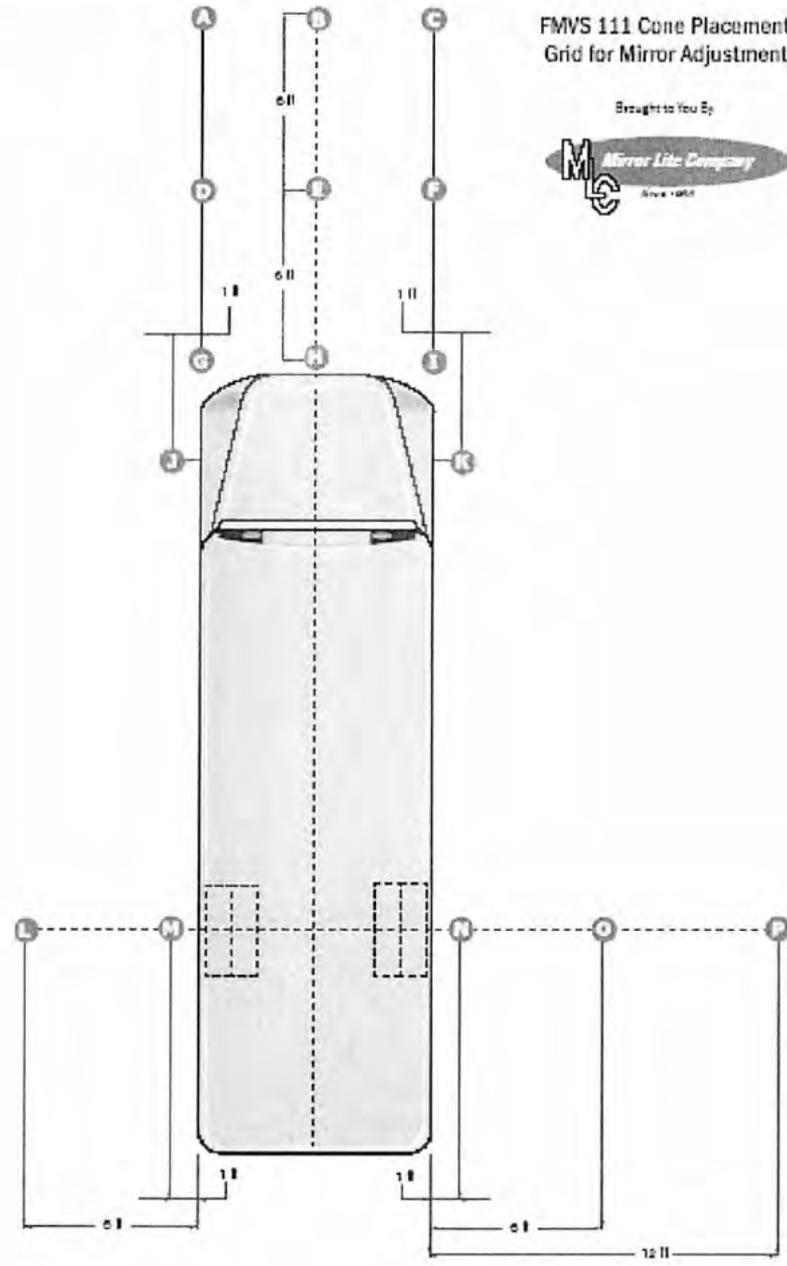
LEFT AND RIGHT SIDE CONVEX MIRRORS



May use in conjunction with the left and right side standard (flat) mirrors to obtain desired visibility.

Outside Left and Right Side Cross View Mirrors





View Obstructions

Proper use of mirrors is critical to safe driving, but operators should also be aware of hazards posed by objects that can block their view of other motorists, bicyclists, and pedestrians. View obstructions can include:

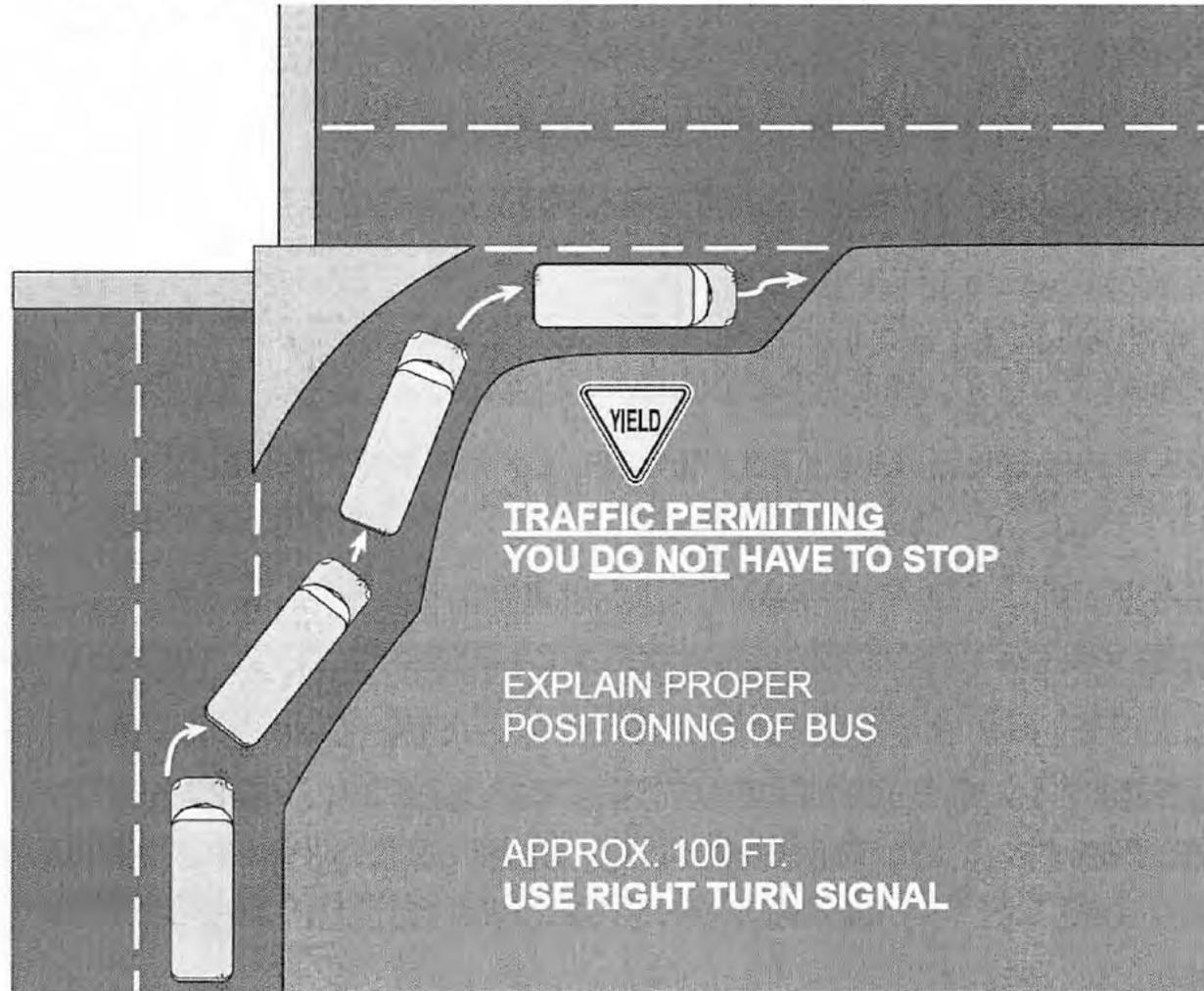
- The bus mirrors themselves.
- Bus corner posts.
- Improperly placed bus route signs, brooms, misadjusted visor, or other objects.
- Signs, vehicles, or objects outside bus.

Avoiding View Obstructions

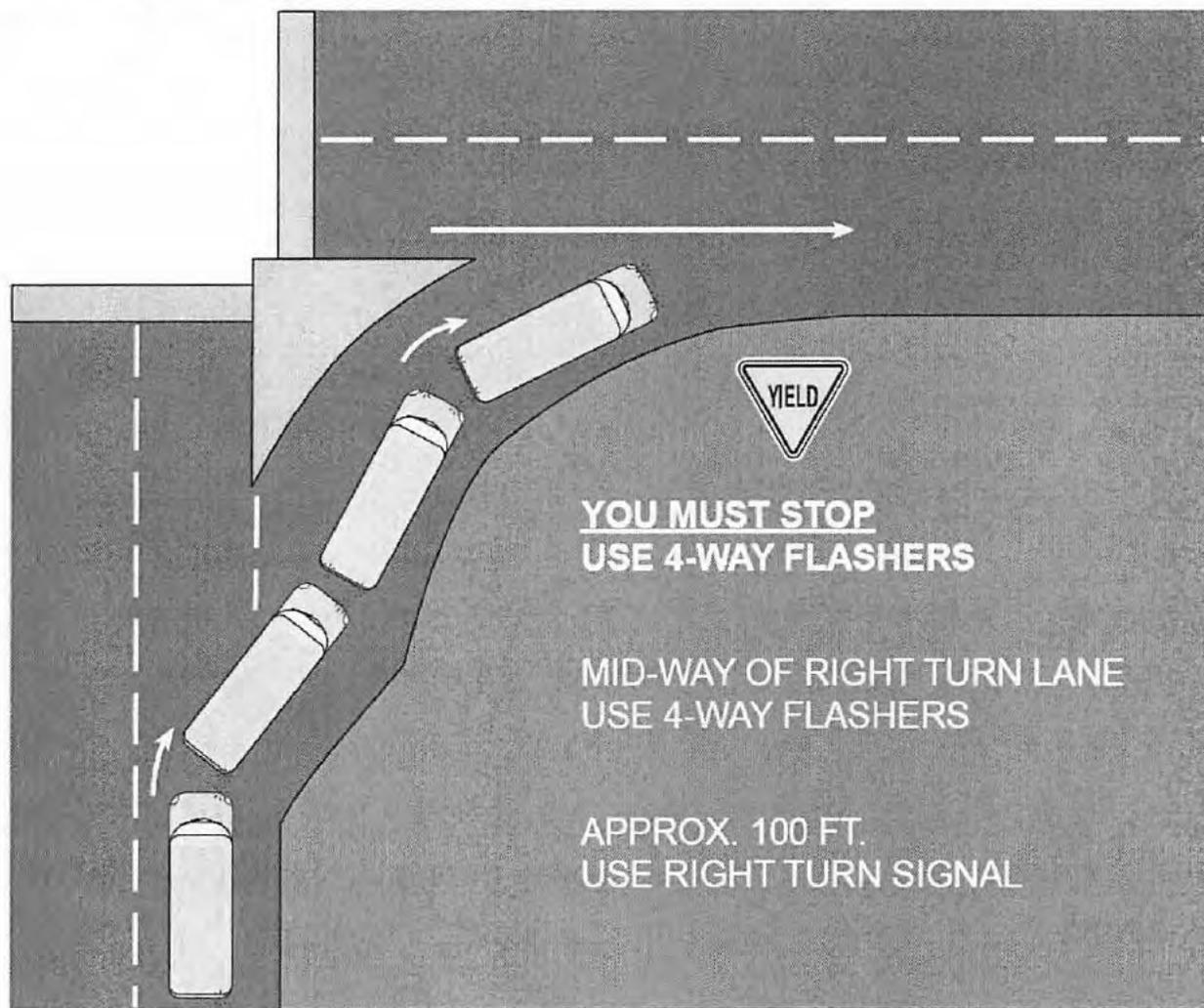
To avoid the hazard of failing to see moving vehicles, pedestrians, or other hazards due to view obstructions, the bus operator must:

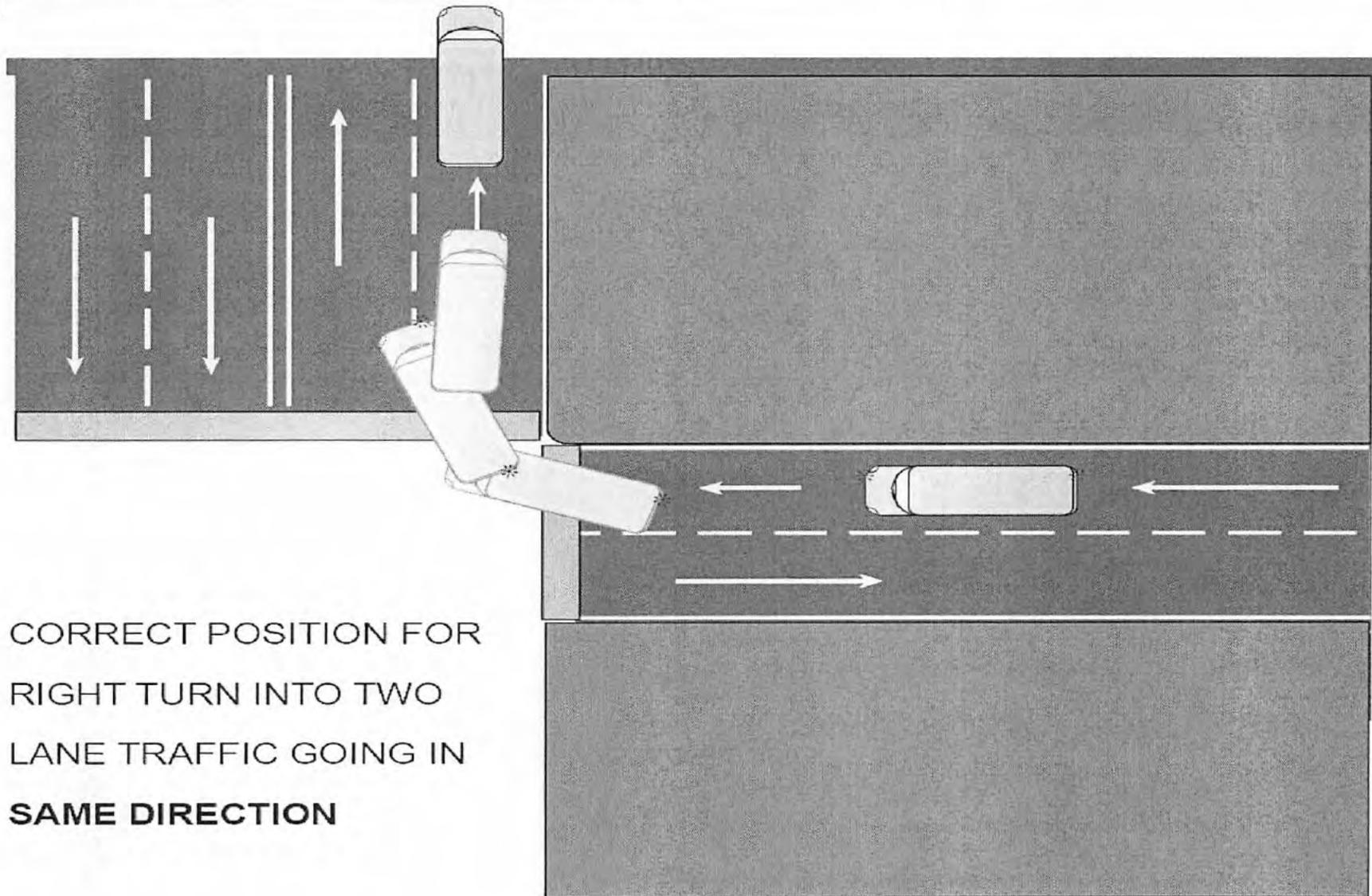
- Ensure there are no unauthorized items blocking the windshield, side windows, or door glass.
- Ensure windshield wipers are in good condition and operating properly.
- Move forward, backward, and side to side in the seat, as needed to see everything around and approaching the bus, especially at intersections.
- Be aware that the greatest hazard posed by view obstruction is not seeing other vehicles or pedestrians approaching the bus from the left or the right.

Right Turn with Yield Sign and Acceleration Lane

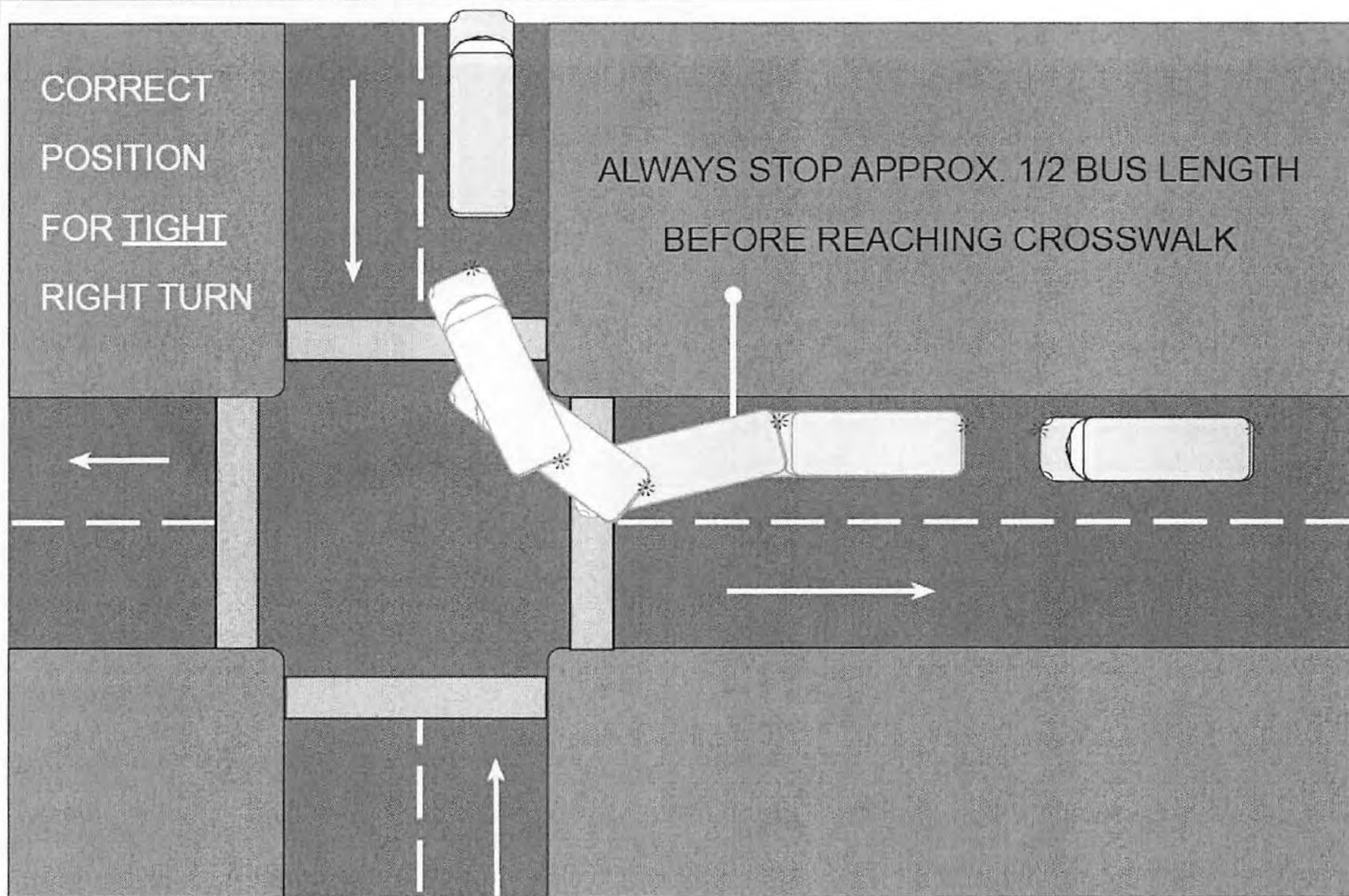


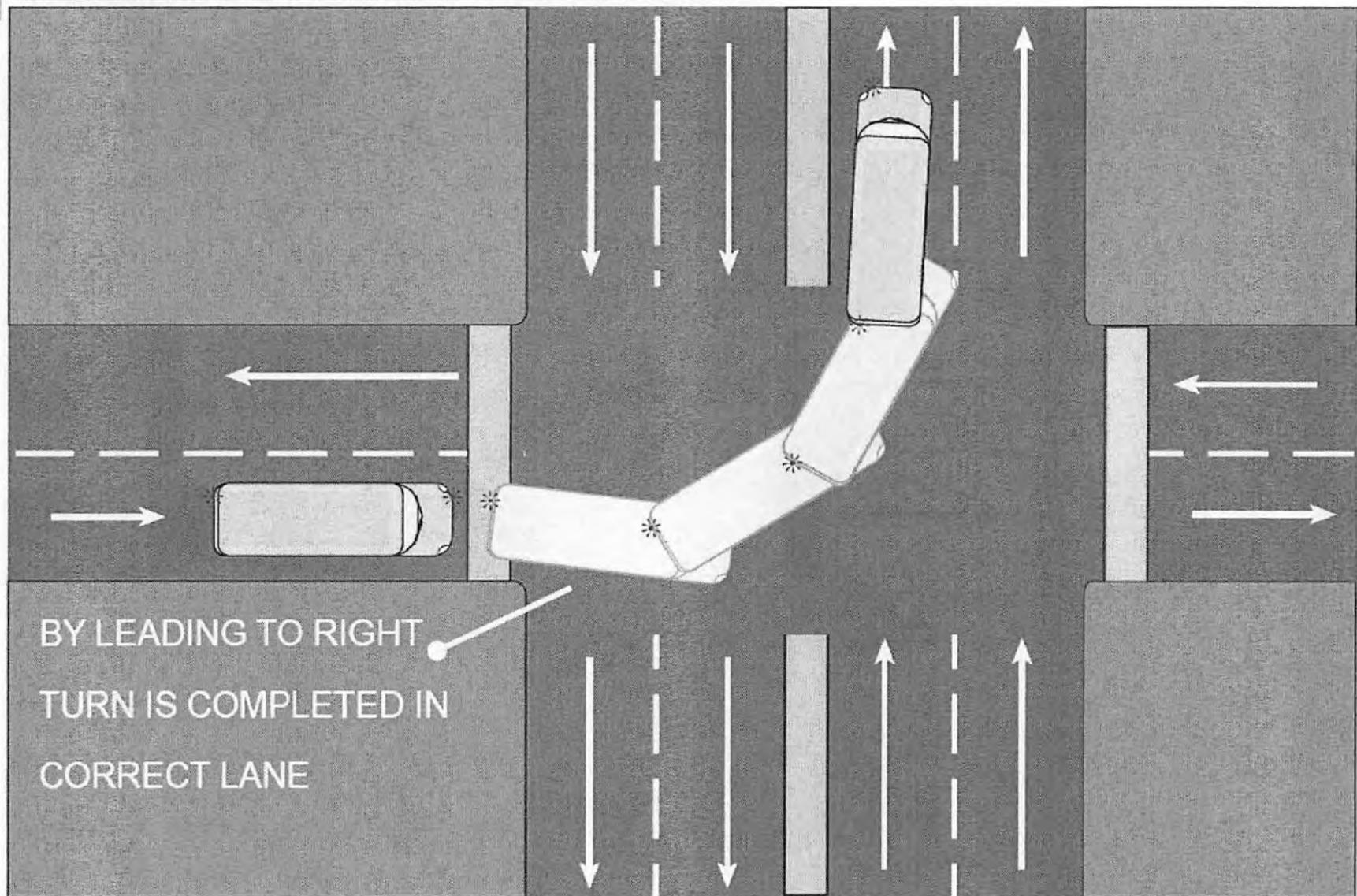
Right Turn with Yield Sign

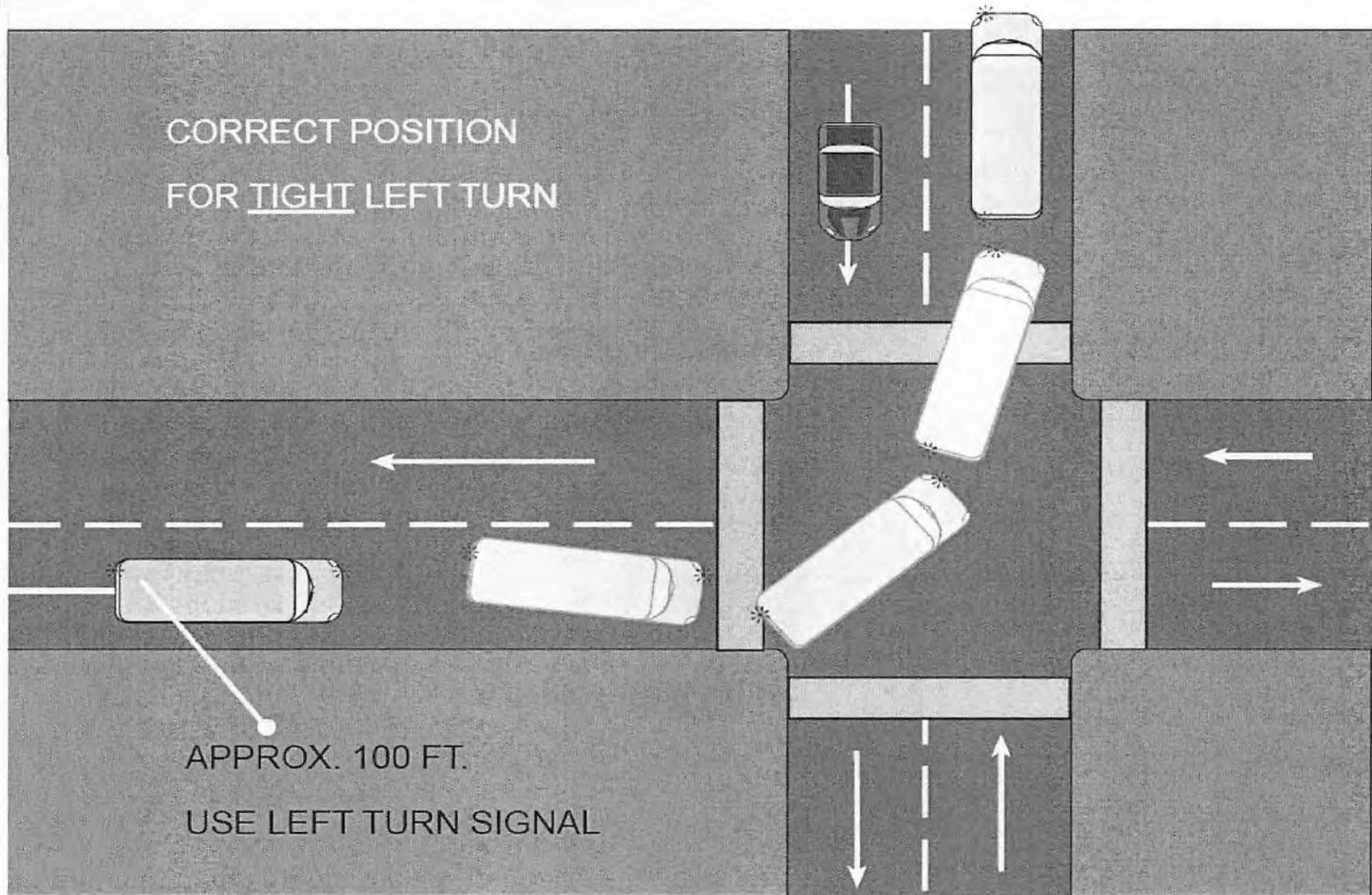


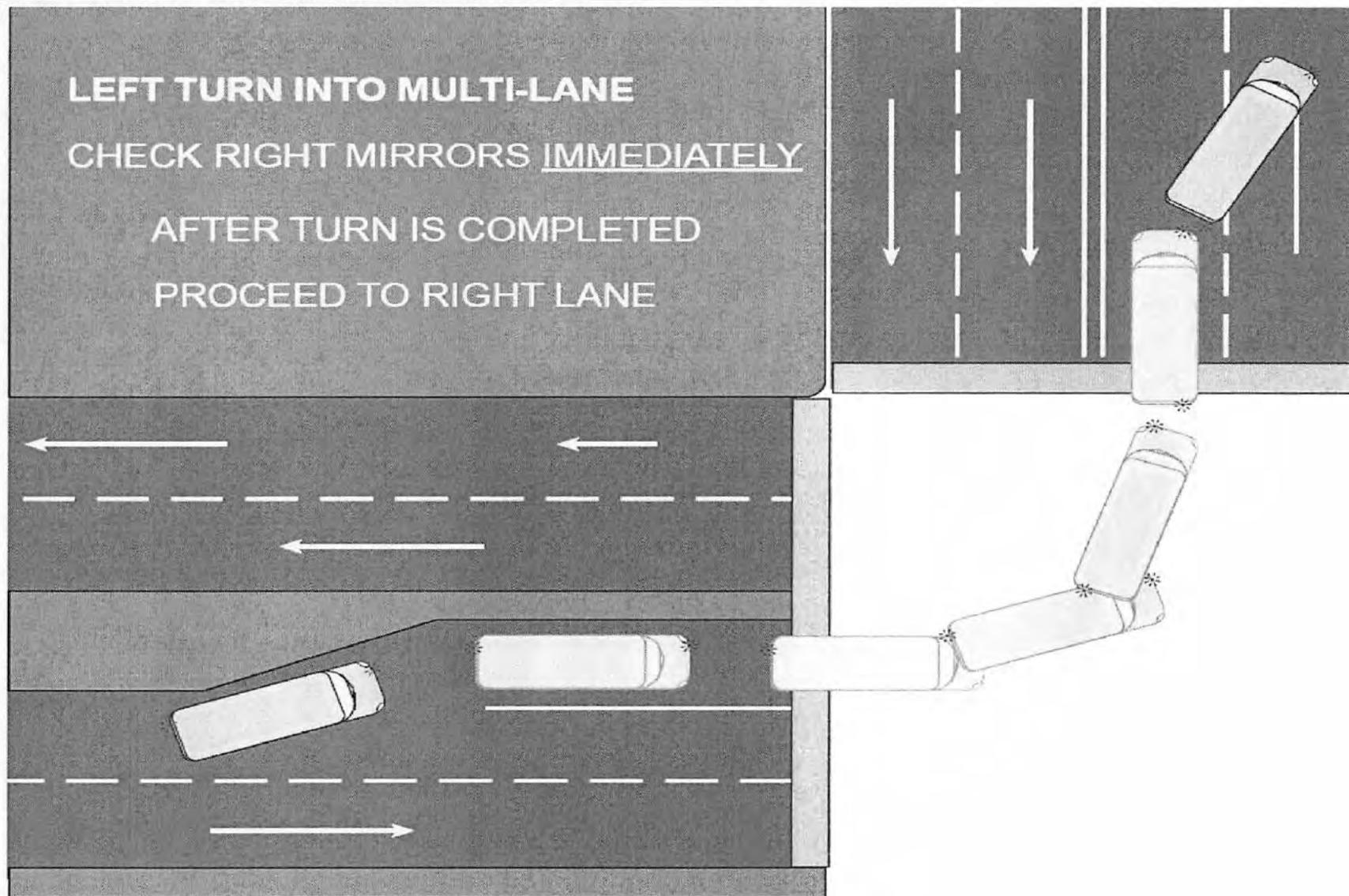


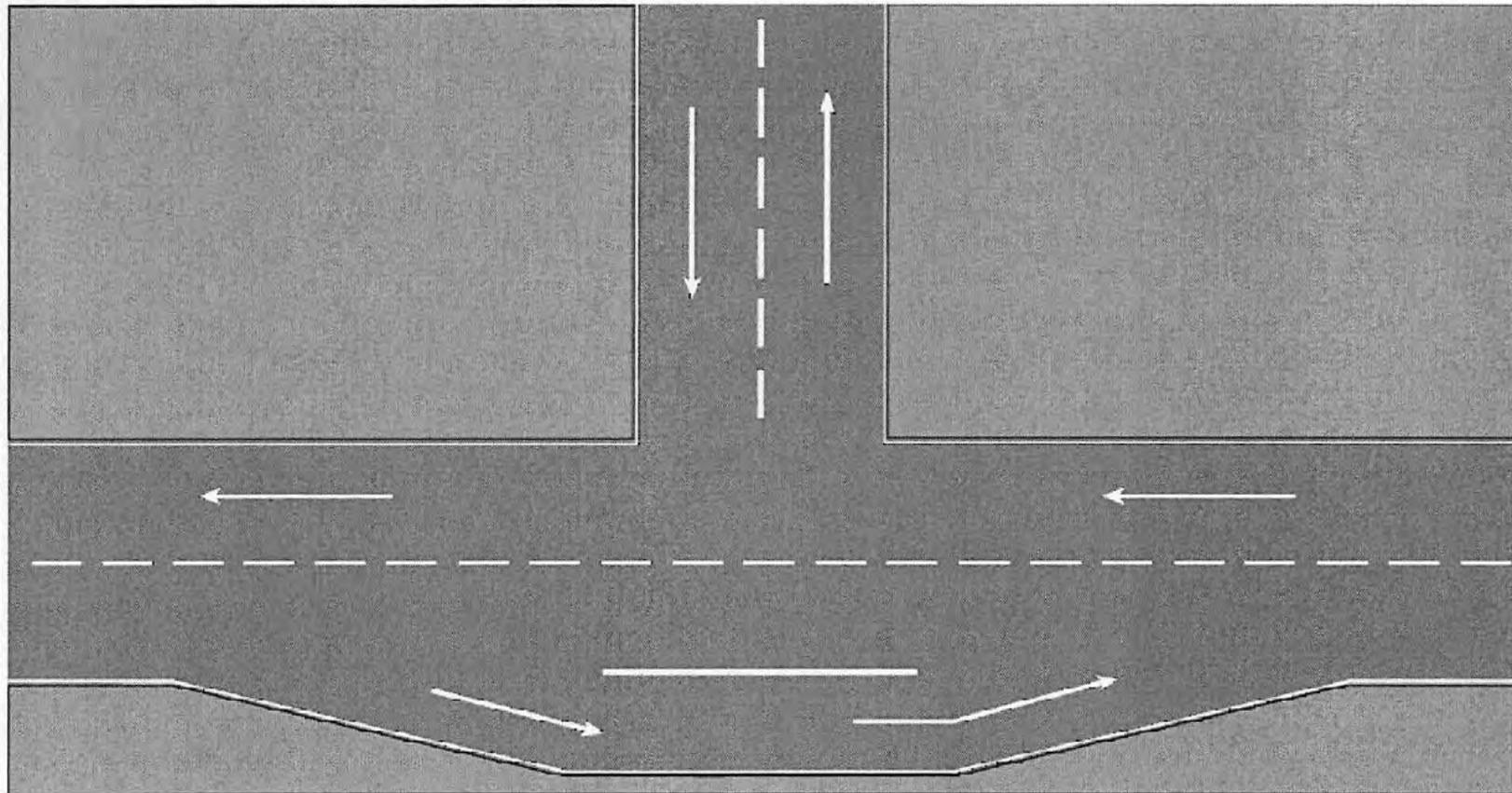
CORRECT POSITION FOR
RIGHT TURN INTO TWO
LANE TRAFFIC GOING IN
SAME DIRECTION



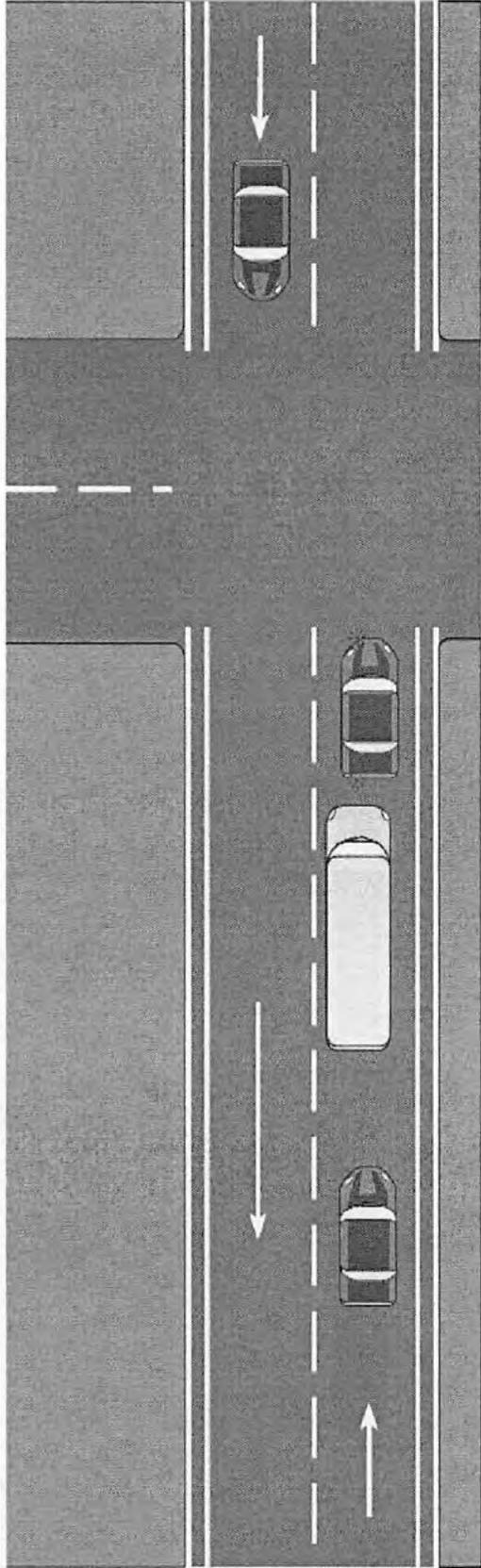




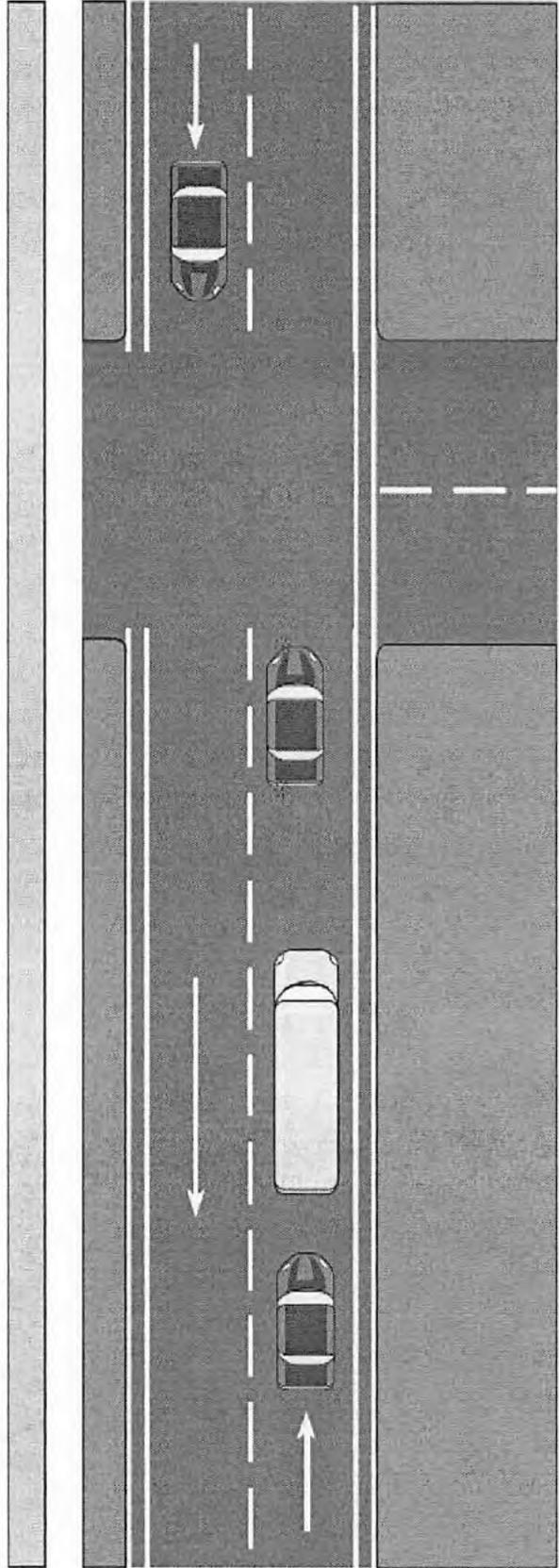




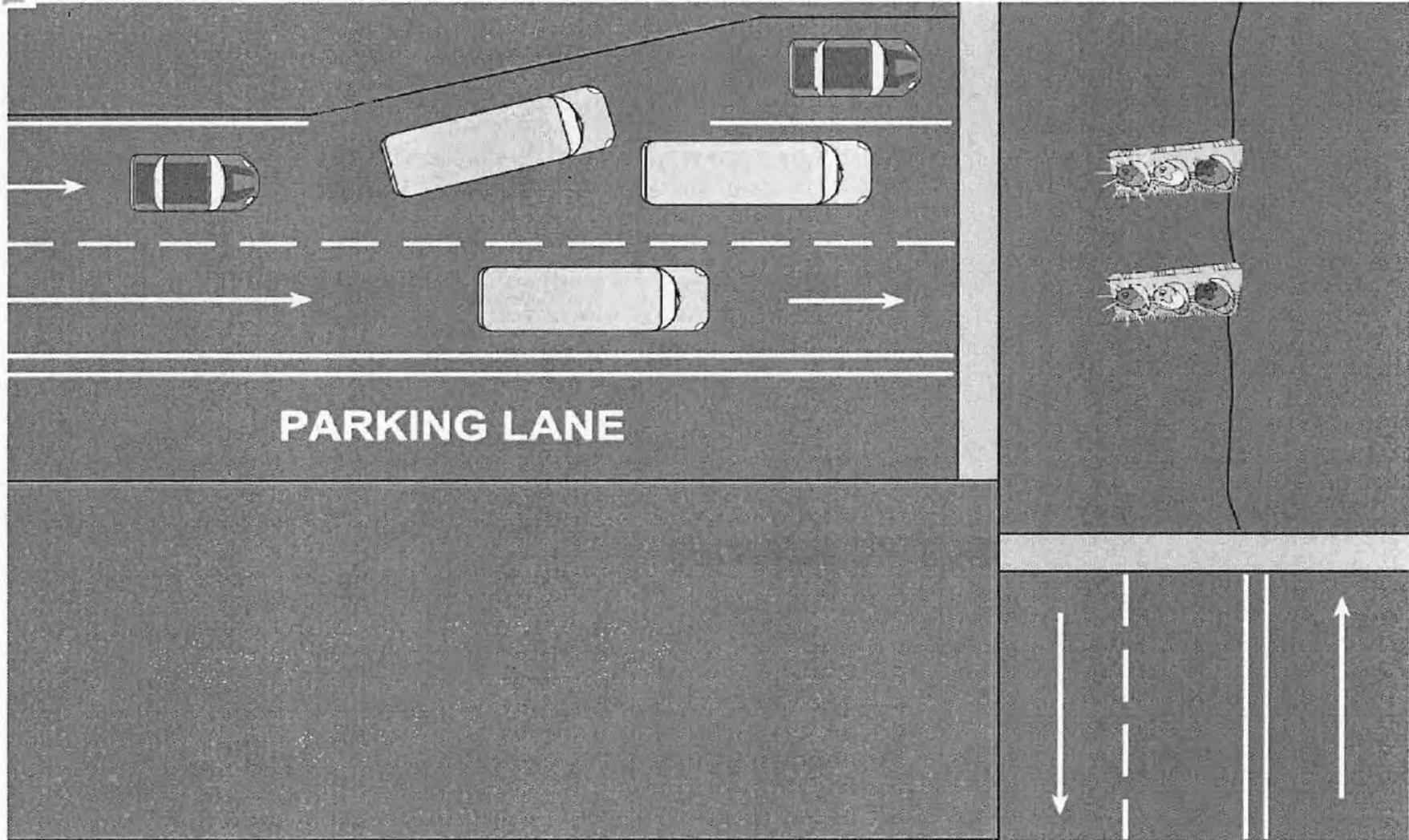
EXPLAIN PROPER
MANUEVER AND
USE OF MIRRORS



1



2



THINK

USE CAUTION WHEN ENTERING INTERSECTION
WITH TRAFFIC LIGHT

Fuel Conservation Techniques

- Limit warm-up time.
- Reduce or eliminate prolonged idling.
- Start and stop smoothly.
- Do not top off fuel tank (allow for expansion).
- Maintain correct tire pressure.
- Maintain smooth and steady driving, acceleration, and braking.



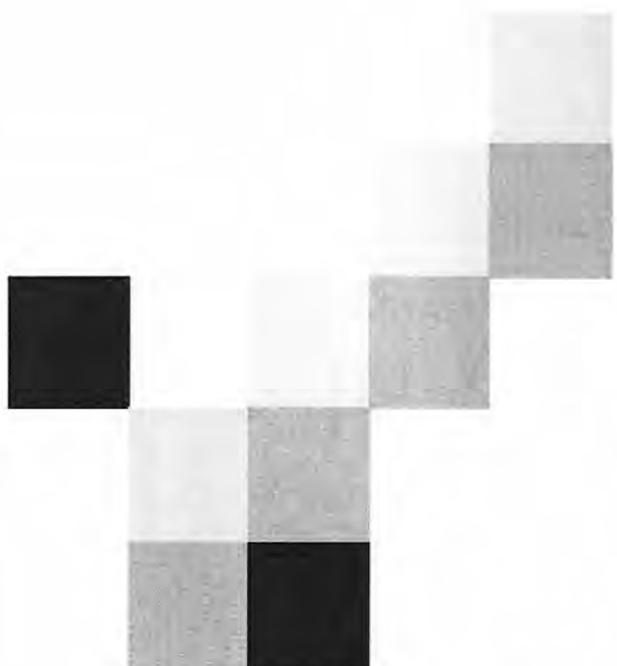
Summary

We reviewed:

- IDPE process
- Safe following distances
- Railroad crossings
- Reporting dangerous railroad crossings
- Right-of-way
- Passing
- How to position your school bus
- Fuel economy and reduced idling

UNIT IV TEST

1. To become a professional, it is important that operators learn everything they can about the procedures and laws that govern their driving tasks.
 - a. True
 - b. False
2. What does the "I" stand for in IPDE?
 - a. Instrument panel
 - b. Intentions
 - c. Identify
 - d. Information
3. One of the seeing habits in the Smith System is "get the big picture."
 - a. True
 - b. False
4. It is a good safety practice to maintain at least 500 feet between buses leaving school grounds.
 - a. True
 - b. False
5. A school bus must stop at a railroad track at least two feet before the tracks.
 - a. True
 - b. False
6. Operation Lifesaver stresses the three E's of highway safety: education, enforcement, and engineering.
 - a. True
 - b. False
7. An emergency vehicle cannot pass a stopped school bus when the bus is displaying its alternating flashing red lights.
 - a. True
 - b. False
8. District Question
9. District Question
10. District Question

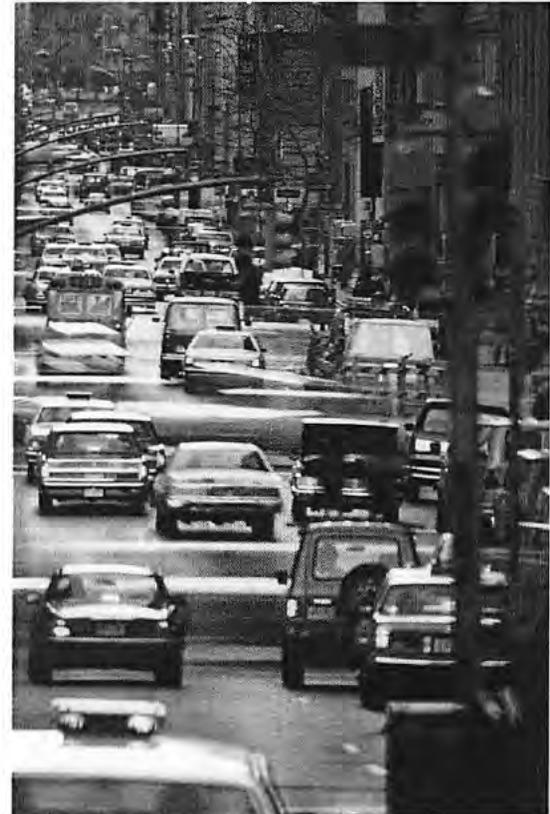


UNIT V

SCHOOL BUS TRAFFIC CONTROL DEVICES

Topics to be discussed:

- Traffic Signs
- Traffic Signals
- Roadway Markings



Traffic Signals (normal traffic light)

RED

- Come to complete stop at stop line or before crosswalk or intersection.
- After stopping, you may turn right on red at most intersections if the way is clear.
- Some school districts have local policies that prohibit right turns on red by bus operators.
- Some intersections display "NO TURN ON RED," which you must obey.

Traffic Signals (normal traffic light)

YELLOW

- Stop if you can do so safely.
- The light will soon be red.



GREEN

- Go, but only if intersection is clear.
- If turning left, wait for gap in oncoming traffic to complete turn.

Traffic Signals (lighted arrows)



RED ARROW

- Come to a complete stop at marked stop line or before crosswalk or intersection.
- After stopping, you may turn right on red arrow at most intersections if the way is clear. Local school district policy may prohibit this practice.
- Some intersections display a "NO TURN ON RED" sign, which you must obey.

YELLOW ARROW

- Stop if you can do so safely.
- The light will soon be red.
- Means the same as yellow light, but applies only to movement in the direction of arrow.

GREEN ARROW

- A green arrow, pointing right or left, means you may make a turn in the direction of the arrow if you are in the proper lane for the turn, after yielding the right-of-way to vehicles and pedestrians, even if a red light is showing at the same time.

Traffic Signals (lane signals)

Lane signals are used:

- When the direction of the flow of traffic changes.
- To show that a tollbooth is open or closed.
- To show which lanes are opened or closed.
- You must never drive in a lane under a red X.
- A yellow X means that your lane signal is going to change to red. Prepare to leave the lane safely.
- You may drive in lanes beneath a green arrow, but you must also obey all other signs and signals.

Traffic Signs-Standard Colors & Shapes

There are eight shapes and eight colors of traffic signs. Each shape and each color has an exact meaning, so you must acquaint yourself with all of them.

Traffic Signs- Colors



GREEN: Guide, directional information



RED: Stop, yield, do not enter, or wrong way



BLUE: Motorist services guidance. Also used to identify parking spaces for drivers with disabilities



ORANGE: Construction and maintenance warning



BROWN: Public recreation areas and scenic guidance

YELLOW: General warning

*meaning PARKS
/ Caution light*



WHITE: Regulatory



BLACK: Regulatory

*SPEED SIGNS
meaning it is followed
by a state law*

Traffic Signs-Standard Shapes



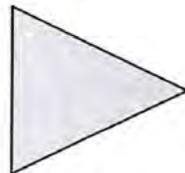
OCTAGON: Exclusively for stop signs



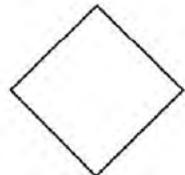
HORIZONTAL RECTANGLE: Generally for guide signs



TRIANGLE: Exclusively for yield signs



PENNANT: Advance warning of no passing zones



DIAMOND: Exclusively to warn of existing or possible hazards

Traffic Signs-Standard Shapes (continued)



VERTICAL RECTANGLE: Generally for regulatory signs



PENTAGON: School advance warning and school crossing signs



ROUND: Railroad advance warning signs



CROSSBUCK: Railroad crossing

Warning Signs



Narrow Bridge. The bridge is wide enough to accommodate two lanes of traffic, but with very little clearance.



Dip. There is a low place in the road. Go slowly and be ready to stop if the dip is filled with water.



Soft shoulder. The dirt on the side of the road is soft. Don't leave the pavement except in an emergency.



One lane bridge. The bridge is wide enough for only one vehicle at a time. Make sure the bridge is clear of oncoming traffic before you cross.



Pavement ends. Road surface ahead changes from a hard surfaced pavement to a low-type surface or earth road.

Warning Signs



Slippery when wet. In wet weather, drive slowly. Do not speed up or brake quickly. Make sharp turns at a very slow speed.



Divided Highway Ahead. The highway ahead is divided into two one-way roadways. Keep to the right.



Divided highway ends. The divided highway on which you were traveling ends 350 to 500 feet ahead. You will then be on a roadway with two-way traffic. Keep to the right.



Low clearance. Do not enter if your vehicle is taller than the height listed on the sign.



Bicycle crossing. Warns you in advance that a bikeway crosses the roadway ahead.



Merging traffic. You are coming to a point where another traffic lane joins the one you are on. Watch for other traffic and be ready to yield the right-of-way when necessary.



Pedestrian crossing. Watch for people crossing the street. Slow down and proceed with caution. Pedestrians always have the right-of-way.

Warning Signs



Stop sign ahead. When you come to this sign, slow down to be ready to stop at the stop sign.



Right curve. Slow your speed and keep well to the left. The road will curve to the right.



Double curve. The road will curve to the right, then to the left. Slow your speed, keep to the right, and do not pass.



Truck Crossing. Watch for trucks entering or crossing the highway.



Winding Road. There are several curves ahead. Drive slowly and carefully.



Side Road. Another road enters the highway from the direction shown. Watch for traffic from that direction.



Right Turn. The road will make a sharp turn to the right. Slow your speed, keep to the right, and do not pass other vehicles.



Reduction of lanes. There will be fewer lanes ahead. Traffic must merge left. Drivers in the left lane should allow others to merge smoothly. Right lane ends.

Warning Signs



Cross road. A road crosses the main highway ahead. Look to the left and right for other traffic.



Hill/downgrade. Slow down and be ready to shift to lower gear to control speed and save brakes.



Yield Ahead. Warning of yield sign ahead. Slow down and be prepared to stop at yield sign or adjust speed to traffic.



Traffic signal ahead. Warning of traffic signals at intersection ahead. Slow down; poor visibility is likely.



Two-way traffic ahead. The one-way street or roadway ahead ends. You will then be facing oncoming traffic.



Animal crossing. The animal pictured on the sign is common in this area. Watch for this species crossing the road, particularly during twilight and nighttime hours.

Regulatory Signs



You cannot make a complete turn to go in the opposite direction where this sign is displayed.



You must not make a right turn at this intersection.



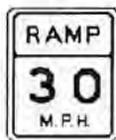
50 miles per hour is the top speed you can travel in this area. Rain or other conditions may require you to go slower.



You cannot go straight ahead. You must turn either to the right or left.



You are going the wrong way on an expressway exit ramp. Do not drive past this sign. Turn around immediately.



This sign lists the maximum recommended safe speed for an entrance or exit on an expressway. Slow down to no more than whatever speed is shown.

Regulatory Signs



You may not turn right or left during the red light. You must wait for the signal to turn green.



A diamond-shaped marking shows that a lane is reserved for certain purposes or certain vehicles. The lanes are usually reserved for buses or car-pool vehicles during rush hour traffic. Other diamond signs are used to designate bicycle lanes.



The center lane is shared for left turns in both directions of travel. You may not travel a significant distance in this lane.



A divided highway is ahead. Stay on the right side of the divider.

Regulatory Signs



Parking only for vehicles displaying an official permit and transporting a person with disabilities.



You must not pass any other vehicles going in the same direction as you, while you are in this area.



When you have passed this sign, you are reminded to pass other vehicles with care.



Traffic in left lane must turn left at the intersection ahead.



Stopping permitted only for emergencies.



You are approaching an area where a reduced speed zone has been established.



At the intersection ahead, traffic in left lane must turn left and traffic in adjoining lane may turn left or continue straight ahead.

Regulatory Signs



This marks a one-way roadway with traffic coming toward you. You must not enter the one-way roadway at this point.



You must not turn either to the right or to the left at the intersection.



If you park, you must always park off the pavement of the highway.



When entering a right turn lane, motorists may conflict with bicycles. Always yield.

Guide Signs

- Rectangular in shape
- White messages on green background
- Black messages on white backgrounds
- Different colors and shapes for special purposes



Guide Signs

- Route markers (interstate system)
- Route turn arrows and directional arrows
- Familiar destination
- Mileage signs
- Recreation areas
- Service signs
- Locations of airports, bus stations, and train stations

Roadway Markings

- Broken lines
- Solid lines
- Double solid lines
- White arrows



Roadway Markings (continued)

■ Crosswalk Markings



■ Delineators

- White
- Yellow
- Red

Construction and Maintenance Traffic Control Signs



Various traffic control devices are used in road construction and maintenance work areas to direct drivers and pedestrians safely through the work site and to provide for the safety of highway workers.



Be prepared to reduce your speed and use caution when directed to do so by a sign, flagger, and/or police officer.

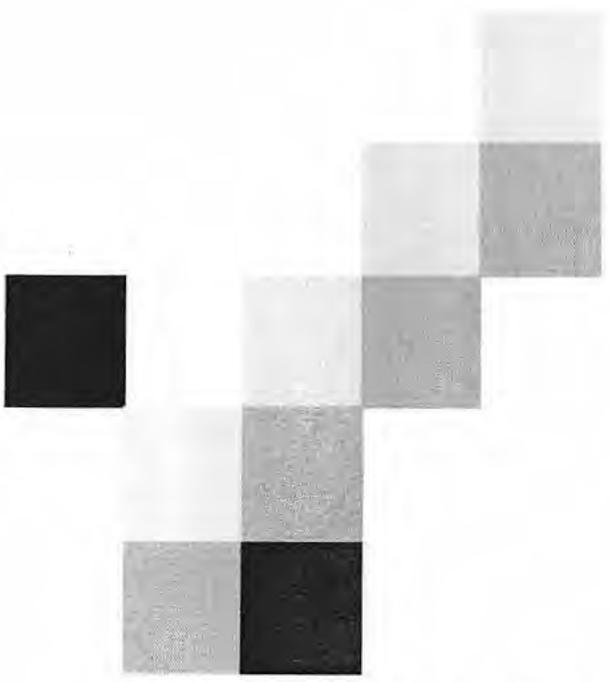


Construction and maintenance signs are used to notify drivers of unusual or potentially dangerous conditions in or near work areas. Most signs used in highway and street work areas are diamond shaped.

Summary

We reviewed:

- Traffic signs
- Traffic signals
- Roadway markings



UNIT VIII

LOADING AND UNLOADING SCHOOL BUS PASSENGERS

Topics to be discussed:

Requirements for stop locations

Proper and improper use of alternating flashing red lights

Loading passengers

- On highway and street
- On school and private property
- At a turnaround stop

Unloading passengers

- On a highway or street
- On school and private property
- At a turnaround stop

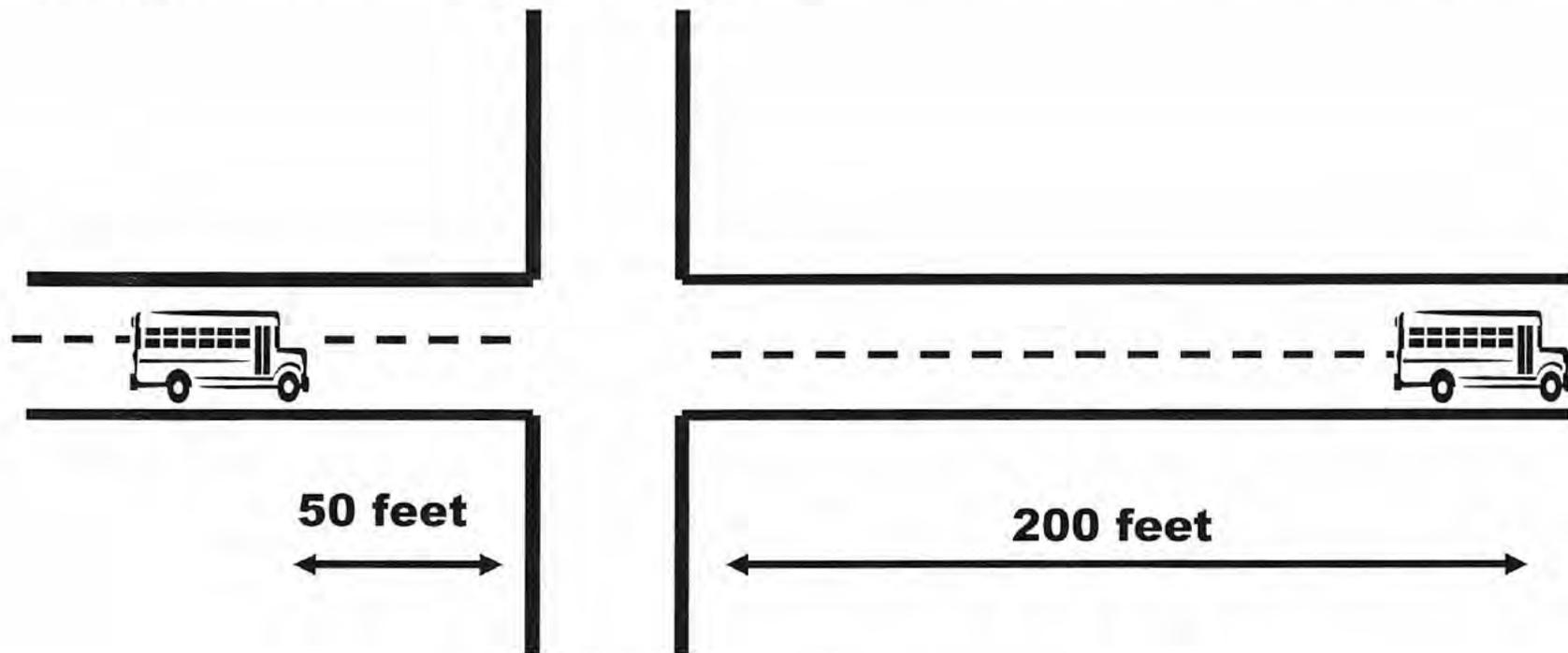
Reporting motorists who illegally pass

Maintaining accurate time schedule



Stops Near Intersections

Bus stops should be located at least 50 feet before entering an intersection and at least 200 feet following an intersection, maintaining 200 feet of uninterrupted visibility between the front and rear of the bus and other motorists.



Establishing Stop Locations

- There must be 200 feet of uninterrupted visibility between the front and rear of the bus and other motorists.
- Stops should be located 200 feet following an intersection or 50 feet from the corner before entering an intersection.
- Stops must be at least 200 feet apart. It is recommended that there be no more than four stops per mile.
- Students should have room to wait in safety off the roadway.
- The safest place for students to wait in safety may be on the side of the roadway opposite the pickup point.
- Establish or change stops only with supervisor's permission.



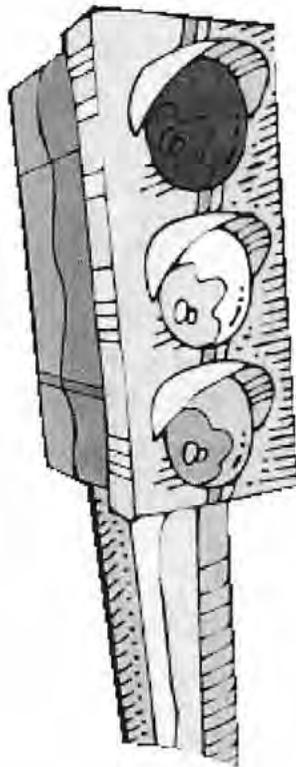
Proper Use of Alternating Flashing Amber Lights

The alternating flashing amber lights are to be:

- used as a warning that a bus is approaching a student stop,
- operational—two front and two rear,
- visible for 500 feet in sunlight,
- activated only by the operator,
- activated at least 200 feet in advance of the stop, and
- deactivated once the bus is stopped and the stop arm is activated with its flashing red lights.



Improper Use of Alternating Flashing Red Lights



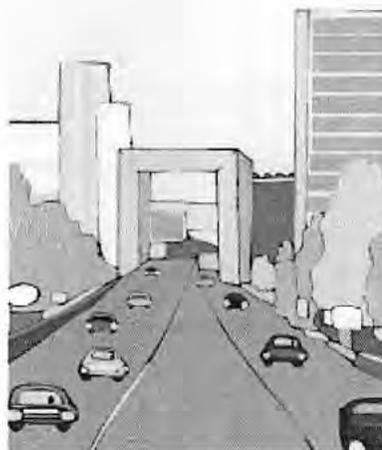
The alternating flashing red lights are:

- not used at an intersection where traffic is controlled by an officer or a traffic signal,
- not used for reasons other than loading and unloading school children,
- not used on school or private property,
- not used in driveways,
- not used while backing,
- not used in making turns or turnarounds,
- not used while stopping at railroad crossings,
- not used for driving in fog or inclement weather, and
- not used to assist another bus operator who is loading and unloading passengers.

Roadway

ROADWAY.--That portion of a highway improved, designed, or ordinarily used for vehicular travel, exclusive of the berm or shoulder. In the event a highway includes two or more separate roadways, the term "roadway" as used herein refers to any such roadway separately, but not to all such roadways collectively.

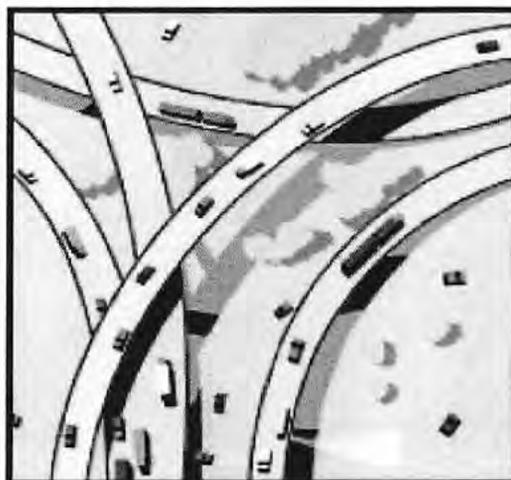
Section 316.003(42), F.S.



Highway or Street

The entire width between the boundary lines of every way or place of whatever nature when any part thereof is open to the use of the public for purposes of vehicular traffic;

Section 316.003(53)(a), F.S.



Safe Stopping Procedure

To perform a safe stop, school bus operators must:

- Instruct students in safe loading procedures (see your supervisor for guidance).
- Activate amber warning lights 200 feet before stopping.
- Stop a safe distance (at least 12 feet) from any students outside the bus.
- When stopped, deactivate amber lights and activate red warning lights, stop arms, and bumper cross arm.
- Look for pedestrians, traffic, and other hazards before, during, and after coming to a stop and make sure all traffic has stopped.
- Engage parking brake and place transmission in neutral position.



Loading Passengers on the Highway or Street

- Raise hand toward students outside the bus (open palm) to indicate "stop."
- Make eye contact and count students.
- Check mirrors and look for moving traffic and hazards.
- When safe, open door and signal students to board. When safe, signal students who must cross road by pointing to them (two fingers extended, thumb down) and then pointing to where you want them to go. *Avoid sweeping motion that may confuse motorists.*
- In case of danger, use horn or public address (PA) system to signal students to clear roadway.
- When all students are on bus, close door, count students, and ensure they are seated.
- Deactivate warning lights and check all mirrors.
- Check traffic and proceed on route when safe.



Orderly Loading

Have students:

- arrive on time,
- wait in "single file" or in an orderly group,
- stand back until bus is stopped,
- help young passengers get on first,
- use hand rails when entering bus, and
- move directly to their seats.

Operator should:

- close door and check that students are seated,
- look for stragglers, and
- beware of dropped items.



Unloading Passengers on the Highway or Street



- Instruct students about the following safety procedures:
 - Move well away from side of bus after leaving.
 - Do not get mail from roadside box until bus has left.
- Students who cross the road should be instructed in the following additional safety procedures:
 - take at least 12 steps in front of the bus before starting across the roadway (so operator can see student's feet);
 - wait for proper signal from operator before crossing;
 - stop at traffic side of bus and look left, right, and left again; cross only if approaching traffic has stopped;
 - walk across roadway; and
 - do not stop or return if an item is dropped. The bus operator will take responsibility for retrieving object if possible (check local policy).
- Unloading procedure:
 - Check right and left mirrors and look ahead to be sure all traffic has stopped.
 - Tell students when it is safe to stand up and proceed toward the door.
 - Open door and count children as they exit the bus.
 - Make sure students move at least 12 feet away from the side of the bus and remain in your view.
 - When safe, signal to any students who must cross the road by pointing to them (two fingers extended, thumb down) and then pointing to where they should go. *Avoid sweeping motion that may confuse motorists.*
 - In case of danger, use horn or PA system to signal students to clear roadway.
 - Count students again and ensure all are a safe distance from the bus.
 - Close door and check all mirrors carefully, especially right-hand mirrors (for students who do not cross the road) to ensure they are away from the bus.
 - Deactivate warning lights. Proceed when safe and all children are accounted for and safely away from the bus.

Deactivating Alternating Flashing Red Lights

Before resuming motion:

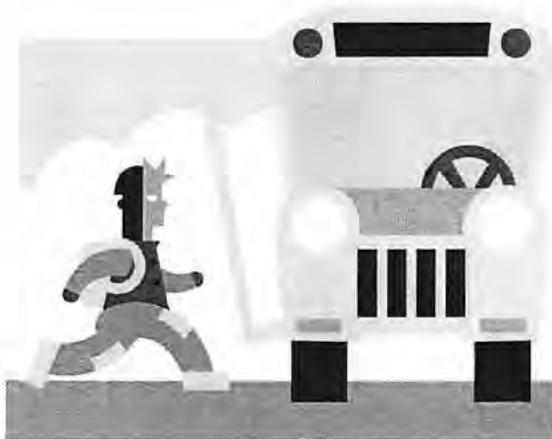
- Deactivate flashing red lights
- Permit stopped traffic to proceed

When resuming motion:

- Allow congested traffic to disperse by keeping bus as near to the right side of the road as can be done with safety and remain on the roadway



Special Dangers of Loading and Unloading *Dropped or Forgotten Objects*



As a bus driver, if you are concerned with a bus stop location or hazardous condition along your route, it is your responsibility to advise your supervisor of the situation as soon as possible.

- Always focus on students as they approach/leave the bus and watch for any who disappear from sight.
- Students may drop an object near the bus during loading or unloading. Stopping to pick up the object or returning to pick up the object may cause the student to disappear from the driver's sight at a very dangerous moment.
- Students should be told to leave any dropped object and move to a point of safety out of the danger zones and attempt to get the driver's attention to retrieve the object.

Loading on School or Private Property

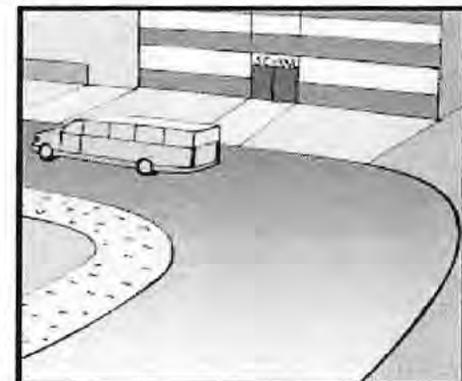
Precautions:

- Approach loading area cautiously and slowly. Warn others by using alternating flashing lights.
- If students run toward the bus, stop as soon as possible.
- Stand by the door to assist students if conditions require it.
- Students should approach loading area in an orderly manner and form a single file line.
- An adult other than the operator should supervise the students before they board the bus (if possible).



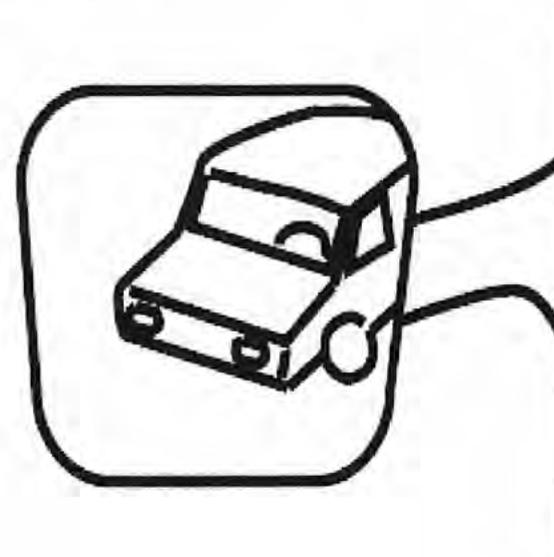
Loading on School or Private Property (continued)

- Park in a designated loading area.
- Apply brake and shift to neutral position; set parking brake.
- Turn off ignition switch and remove key if leaving the bus.
- Signal for students to enter the bus.
- Instruct students to use handrail and be seated immediately.
- Check area around the bus to see that it is safe to move the bus.
- Check mirrors and prepare to leave.
- Once started, do not stop for stragglers.
- Stop before entering the roadway from private property.



Loading at a Turnaround Stop

- Load students before backing. (Important!)
- Check mirrors and secure responsible visual assistance if possible before backing—always remember that there is an area in back of your bus that you cannot see.
- Back into the driveway or street for turnaround.



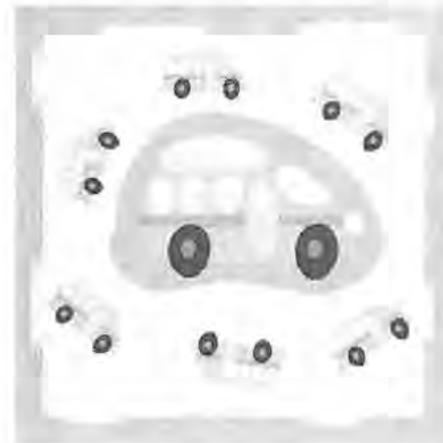
Unloading on School or Private Property

- Approach the unloading area carefully.
- Drive buses in a counterclockwise direction in front of school or unloading point.
- Park your bus, if possible, at a designated unloading or sidewalk area so that students do not have to cross between other vehicles or across driving areas.
- Apply brake and shift to neutral or park; set parking brake.
- Turn off engine.
- Open door and instruct students to use handrail.



Unloading at a Turnaround Stop

- Check mirrors and secure responsible visual assistance, if possible, before backing for turnaround. Always perform turnaround before allowing students to leave the bus.
- After turnaround, activate flashing amber lights at least 200 feet in advance of the stop, check mirrors, bring bus to a stop, and activate stop arm and red flashing student lights.
- If the turnaround stop is on a private driveway or property where you cannot use the alternating flashing red lights, you may want to use your hazard warning lights.
- Complete backing maneuver.
- Unload passengers.



Department of Education Recommendation

Leaving Bus:

- If the operator must leave the bus because of an emergency or to check the exterior when children are inside, he or she shall set the parking brake, remove the ignition key, use the appropriate emergency equipment, and assure that disciplined behavior will be maintained.
- The operator shall not leave the immediate vicinity of a bus if there are student passengers aboard.



Department of Education Recommendation

Backing:

- Backing of the school bus shall be avoided (if possible).
- When backing maneuvers cannot be avoided, children shall be retained inside the bus.
- If there are children outside the bus, no backing maneuver shall be made unless a competent adult observer is on hand to direct the maneuver.



Procedures for Reporting Violations by Motorists

- Be sure the operator has violated the law before reporting an incident.
- Record the vehicle license number and other pertinent information.
- Identify the operator and vehicle, if possible.
- Personally deliver the information to your supervisor (you are the complaining witness).
- File complaint the day an incident occurs or as soon as possible.
- Be prepared for a possible court appearance as the complaining witness.



Illegal Passing

A motorist has passed illegally if:

- Your alternating flashing amber lights were activated at least 200 feet before stopping to load or unload.
- Your alternating flashing red lights were activated at the time the motorist passed.
- Your bus was completely stopped at the time the motorist passed.
- Vehicle operators meeting a stopped school bus on a highway divided by an unpaved median strip of five feet or more or a physical barrier do not need to stop.



Reasons for Maintaining Accurate Time Schedule



- Promoting good public relations.
- Delivering students to school on time.
- Early arrival can cause the students to miss the bus or be exposed to serious injury while running to catch the bus.
- Late arrival can expose the students to pedestrian traffic accidents and severe weather problems while waiting at the stop, and can inconvenience the teacher.

Summary

Requirements for stop locations

Proper and improper use of alternating flashing red lights

Loading passengers

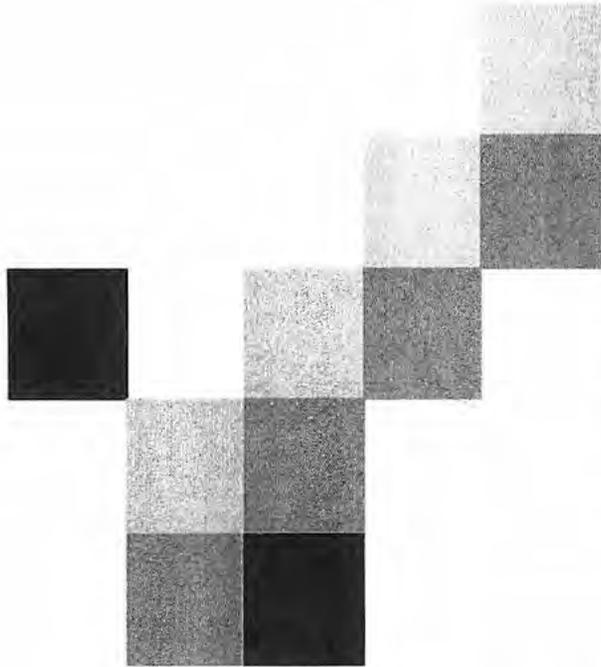
- On highway and street
- On school and private property
- At a turnaround stop

Unloading passengers

- On a highway or street
- On school and private property
- At a turnaround stop

Reporting motorists who illegally pass

Maintaining accurate time schedule



UNIT VI

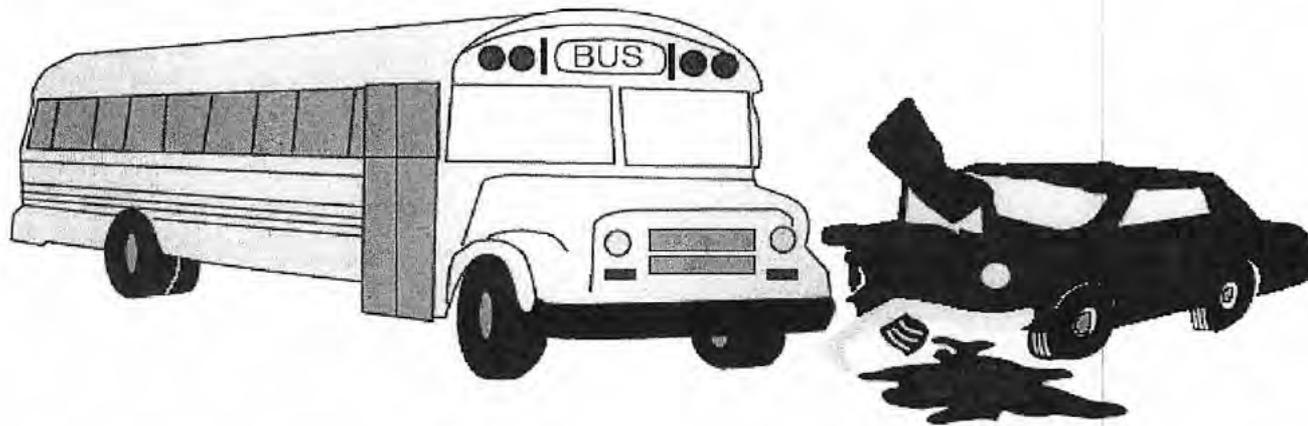
SCHOOL BUS CRITICAL SITUATIONS

Topics:



- Responses to critical situations
- Preventing and correcting:
 - traction loss
 - loss of brakes
 - steering failure
 - tire blowout
 - headlight failure
 - accelerator sticking
 - engine overheating
- Classifications of fire
- School bus evacuation procedures

Critical Situation



- Driver action
- Roadway situation = COLLISION
- Vehicle malfunction

How Quick on the Draw are You?

Directions:

- Form teams of two
- Each team must have a watch with a second hand
- One game sheet per team
- Touch numbered squares in sequence
- Time each attempt
- Three attempts per player
- Record time for each attempt

12	9	5
10	8	2
3	11	7
4	6	1

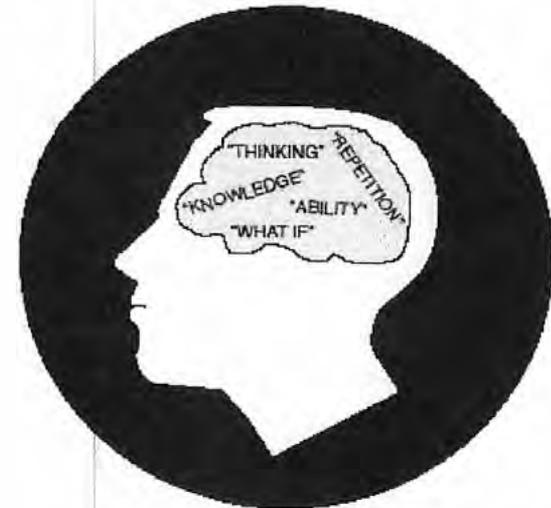
Why Drivers Respond the Way They Do

- Surprise causes hasty action
- Surprise leads to panic/ fear
- Drivers become confused when panicking
- Correct action must be *learned* in advance



How Drivers Can Improve

- Thinking reduces panic
- Ability depends upon driver mind set
- Knowledge and practice reduce surprise
- "What if" is good practice
- Repetition reduces surprise



Driver Safety Formula

Skill

- + Knowledge
- + Conditioning
- + Concentration

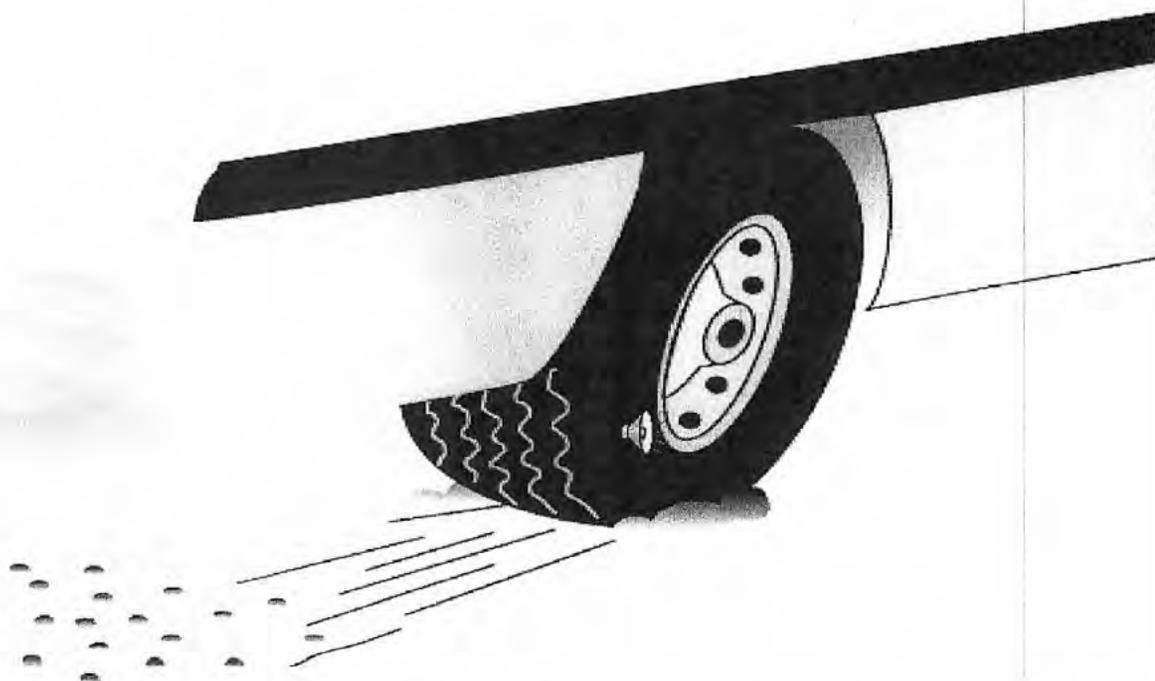
= Reduction in critical situations

Traction Loss

Traction is important to starting, stopping, and turning any vehicle. When traction is reduced or lost completely, the driver is confronted with a critical situation.



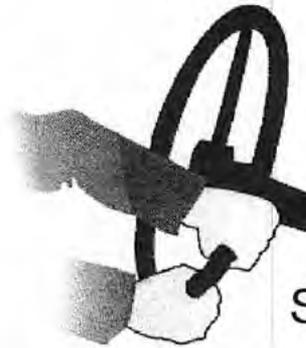
What is Traction Loss?



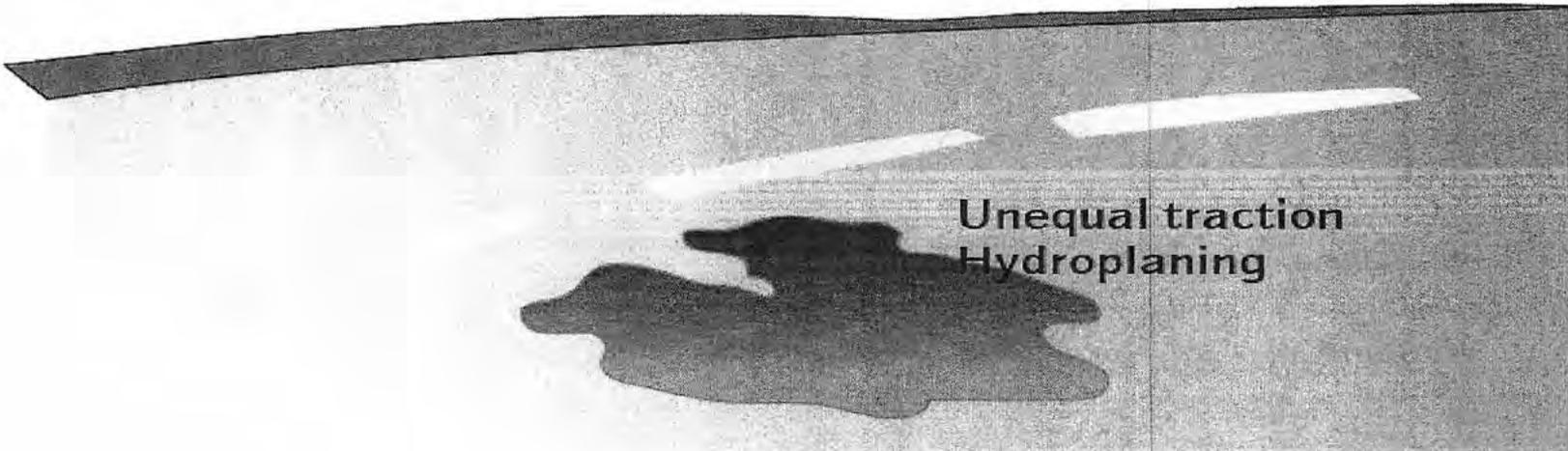
Traction loss occurs when tires lose their rolling grip on the road surface, resulting in partial or total loss of vehicle control.

Causes of Traction Loss

Overpowering
Overbraking



Steering and speed



Unequal traction
Hydroplaning

Minimizing Traction Loss

- Keep brakes and tires in good working order
- Increase sight distance and react to hazards well in advance
- Match speed conditions
- Avoid overpowering, over braking, and over steering
- Stay off highway when conditions are hazardous

Traction Loss Summary

A competent driver rarely allows his vehicle to lose traction, but—if it does, he possesses the capability to cope effectively with the situation.

Potential Vehicle Malfunctions

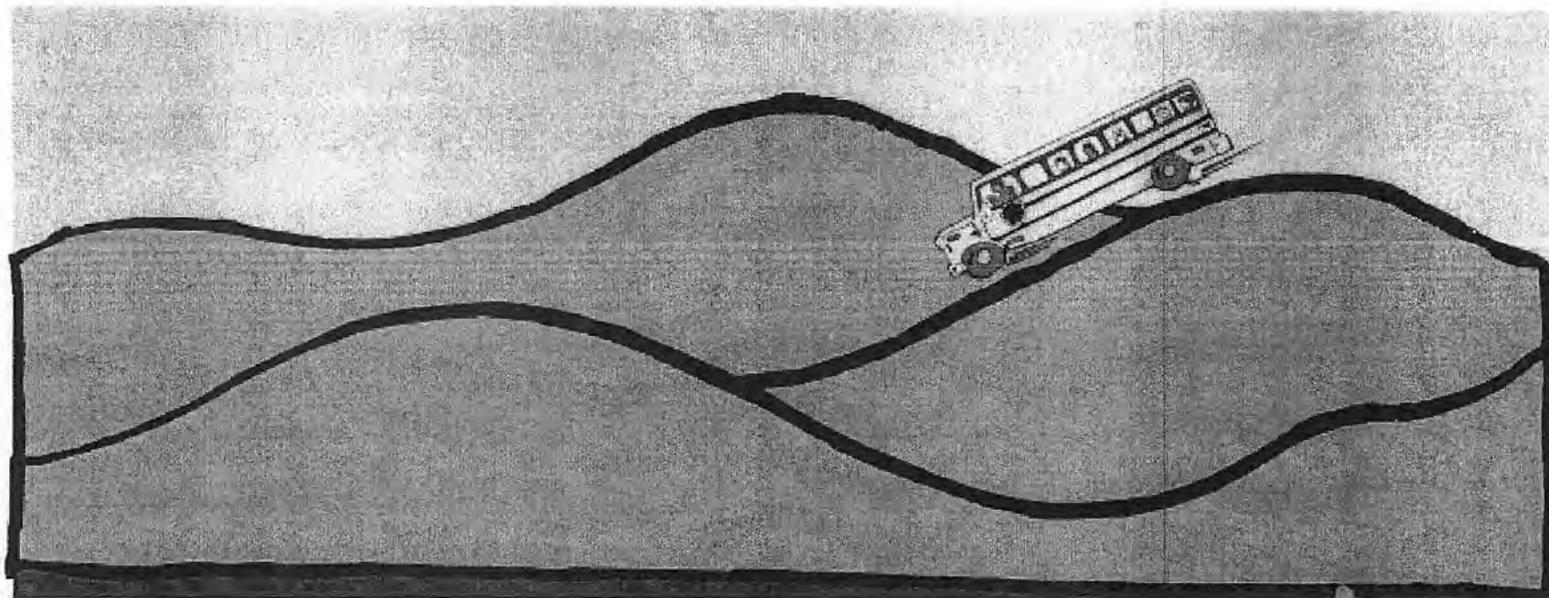
- Loss of brakes
- Steering failure
- Tire blowout
- Headlight failure
- Accelerator sticking
- Engine overheating

Loss of Brakes

Indicated by signal from buzzer, air pressure gauge

Correction:

- Use engine as brake; down shift.
- Continue application of brake pedal.
- Get off road and stop immediately.



Steering Failure



Correction:

Grip wheel firmly—get off road

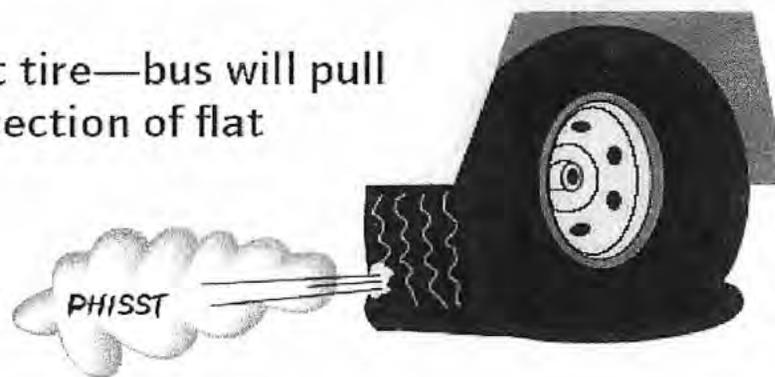
No wheel response—stop bus quickly and safely

Evacuate passengers (if warranted)

Secure area

Tire blowout

Front tire—bus will pull
in direction of flat



Rear tire—rear of bus will
swerve or sway violently

Correction:

- Grip wheel firmly
- Release accelerator
- Steady braking—do not lock wheels
- Move off roadway
- Secure vehicle

Headlight Failure

Turn on parking/ auxiliary lights

Turn on emergency flashers, brake lights, right turn signal.



Slow down

Stay on path

Look for escape

Look for something to orient you

Accelerator Sticking

- Apply brakes
- Shift to neutral
- Steer off roadway
- Turn off engine after stopping bus

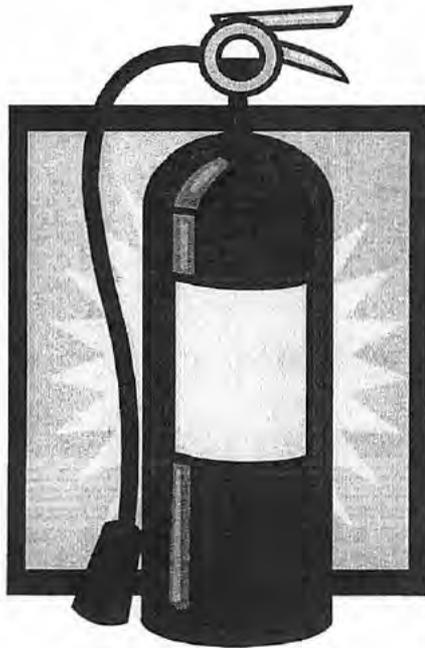


Engine Overheating



- Pull off road
- Shift to neutral—run engine at fast idle
- Stop engine if it does not cool
- Call for assistance

Emergency Equipment and Emergency Procedures



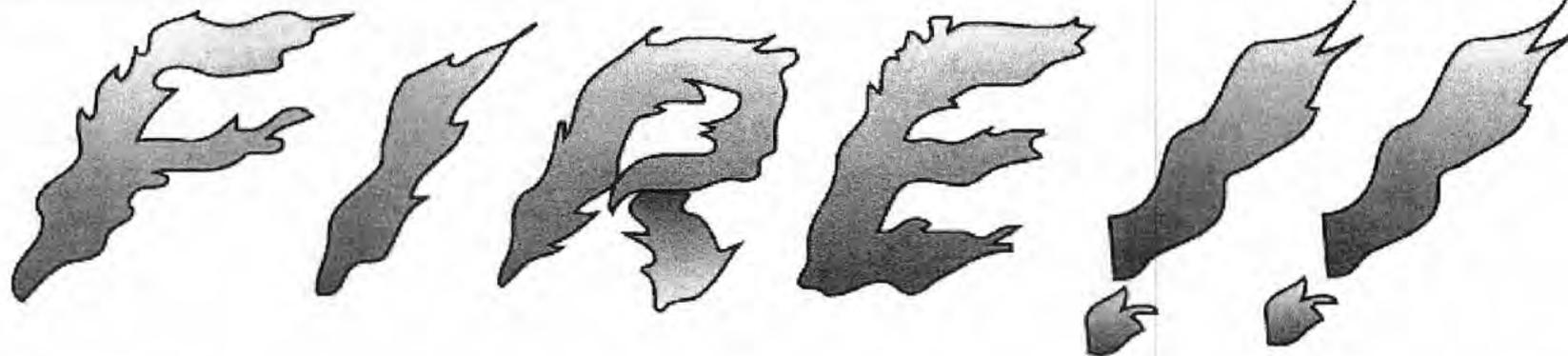
Topics:

Fire extinguishers

Reflectors

Evacuations

Stakeouts

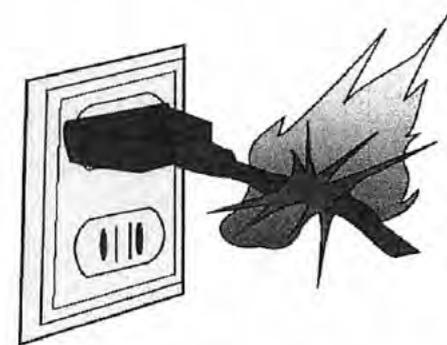
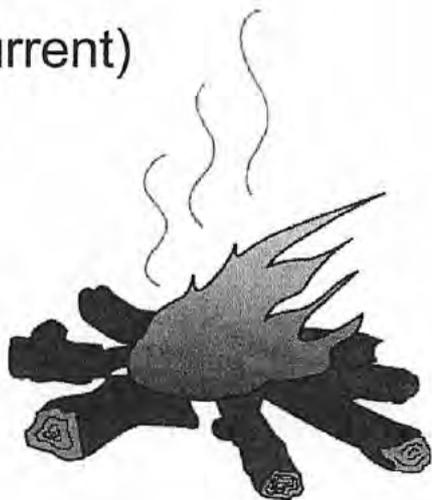


Type:

A (Ashes)

B (Barrels)

C (Current)



Source:

Combustible materials

Flammable liquids

Electrical

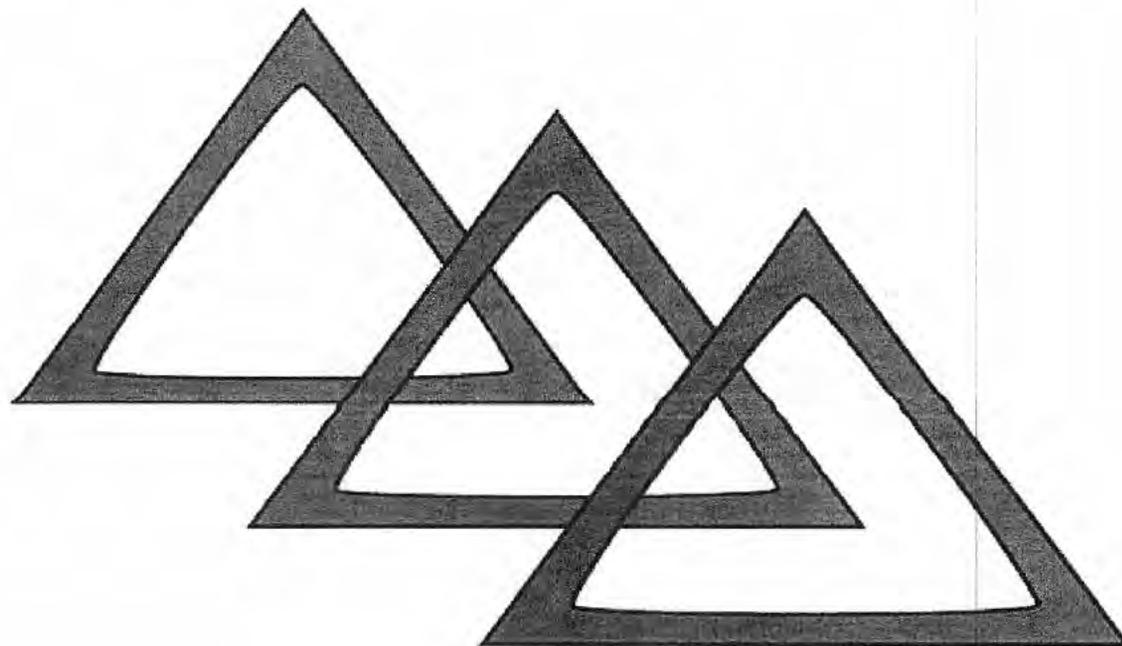
Fire Extinguisher Operation



- Pull pin—use twisting motion
- Hold in upright position
- Squeeze trigger lever
- Direct at base of fire—use side to side motion

Required Warning Devices

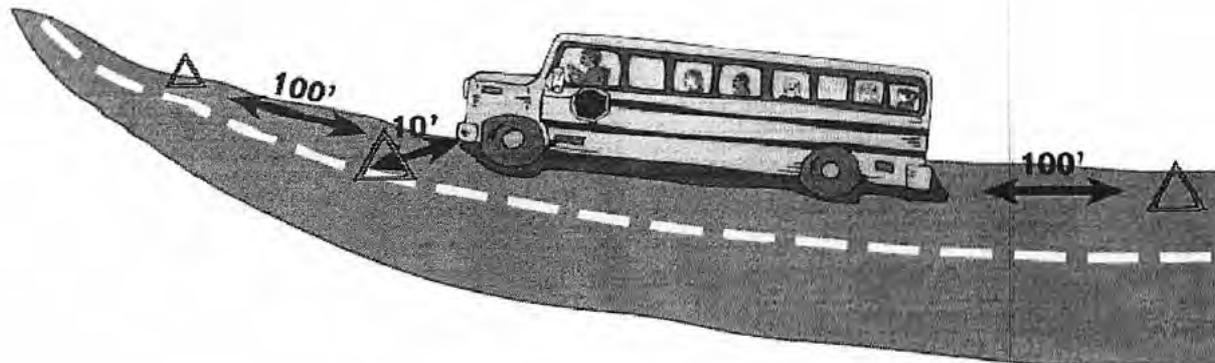
3 Bidirectional emergency reflective triangles



Vehicle Stakeout

Requirements

- Bidirectional emergency reflective triangles
- Placed as follows:
 - One 100' in front of the bus in center of lane occupied by the bus
 - One 100' to the rear of the bus in center of lane occupied by the bus
 - One at the traffic side of the bus either 10' to the front or rear of the bus

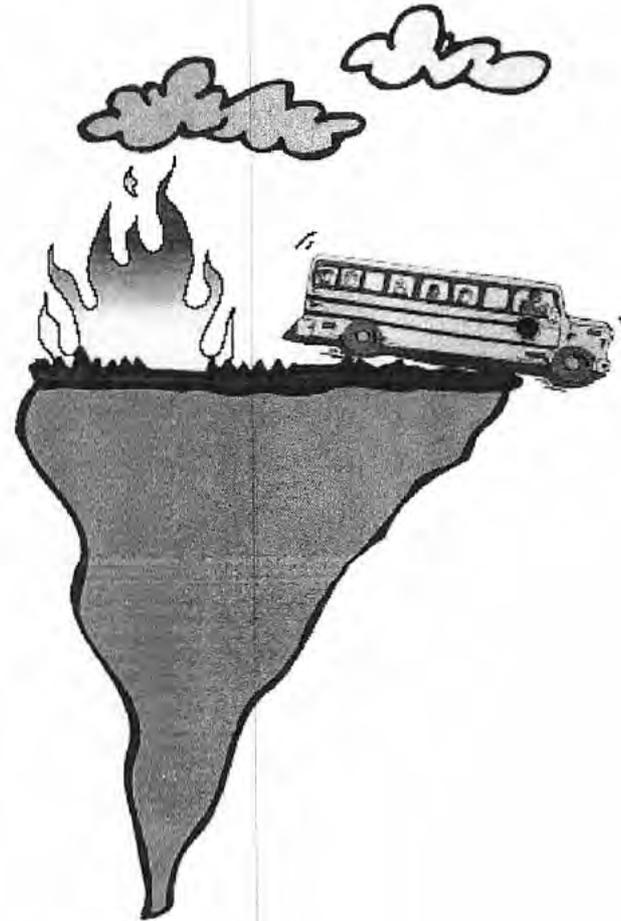


Reasons for Evacuation

Fire

Potential Fire

Vehicle in dangerous
position



School Bus Evacuation

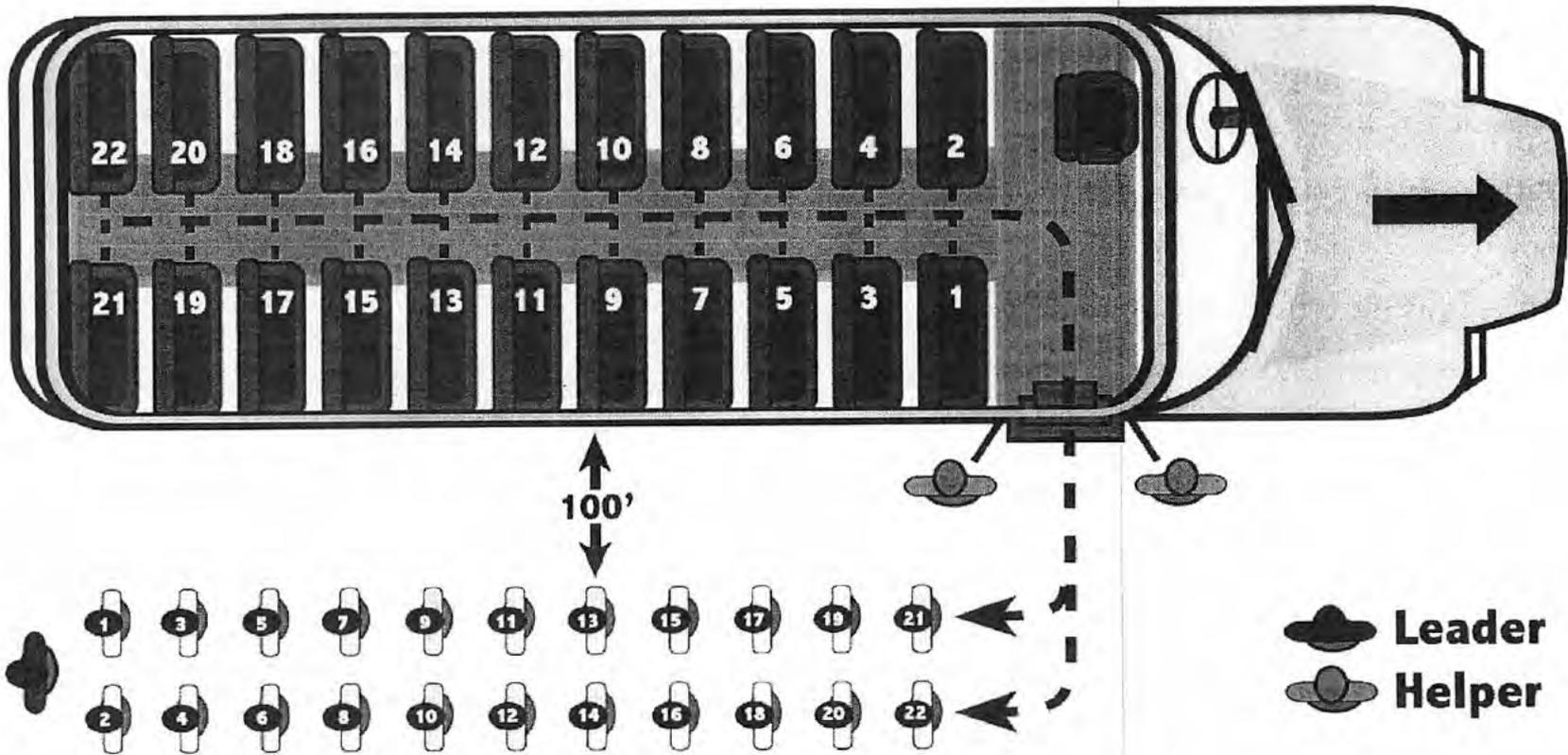
Film

Emergency School Bus Evacuation

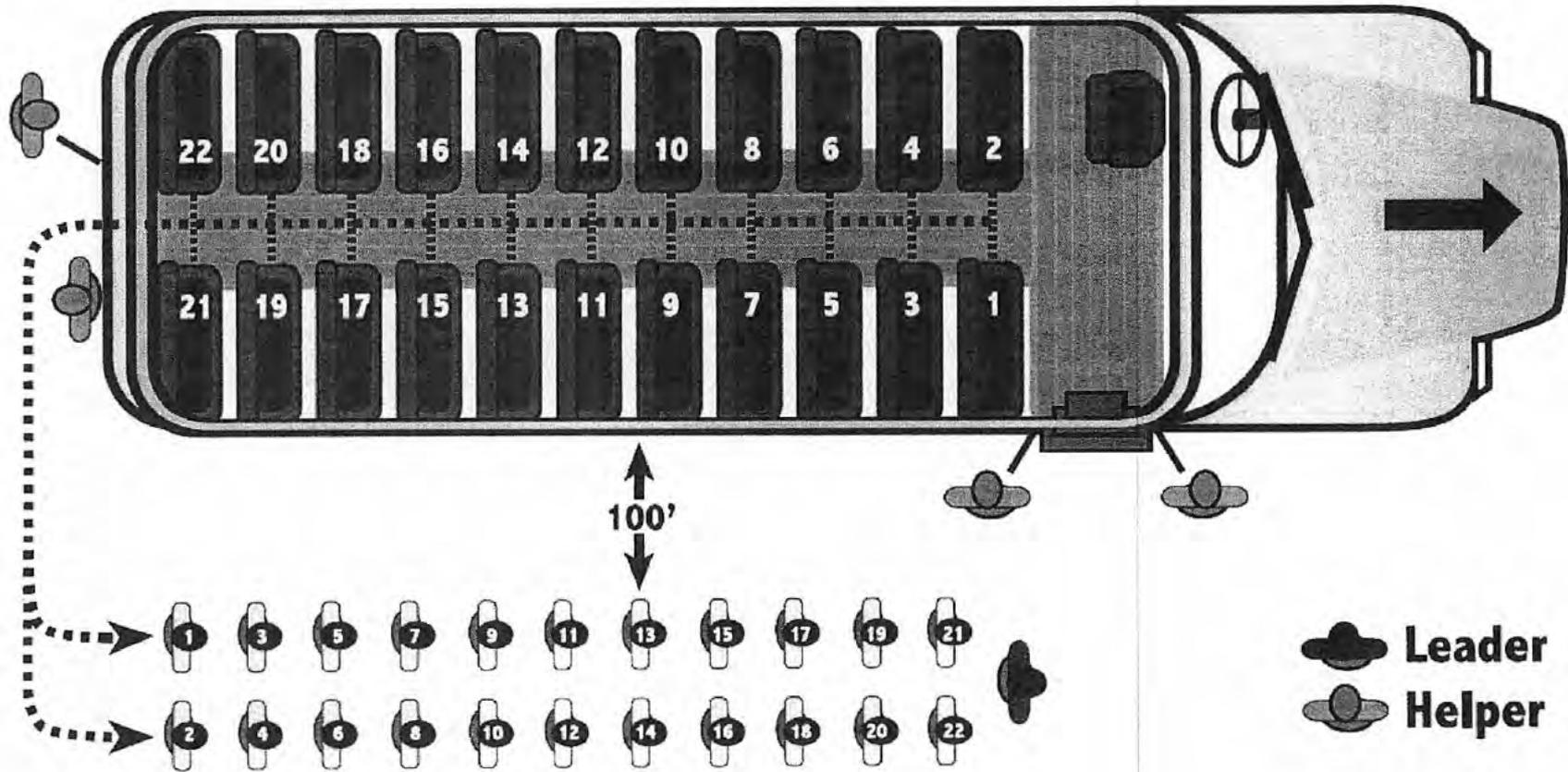
Points of interest:

- Three evacuation methods
- Driver's role
- Leader's and helper's role
- Distance students move away from bus

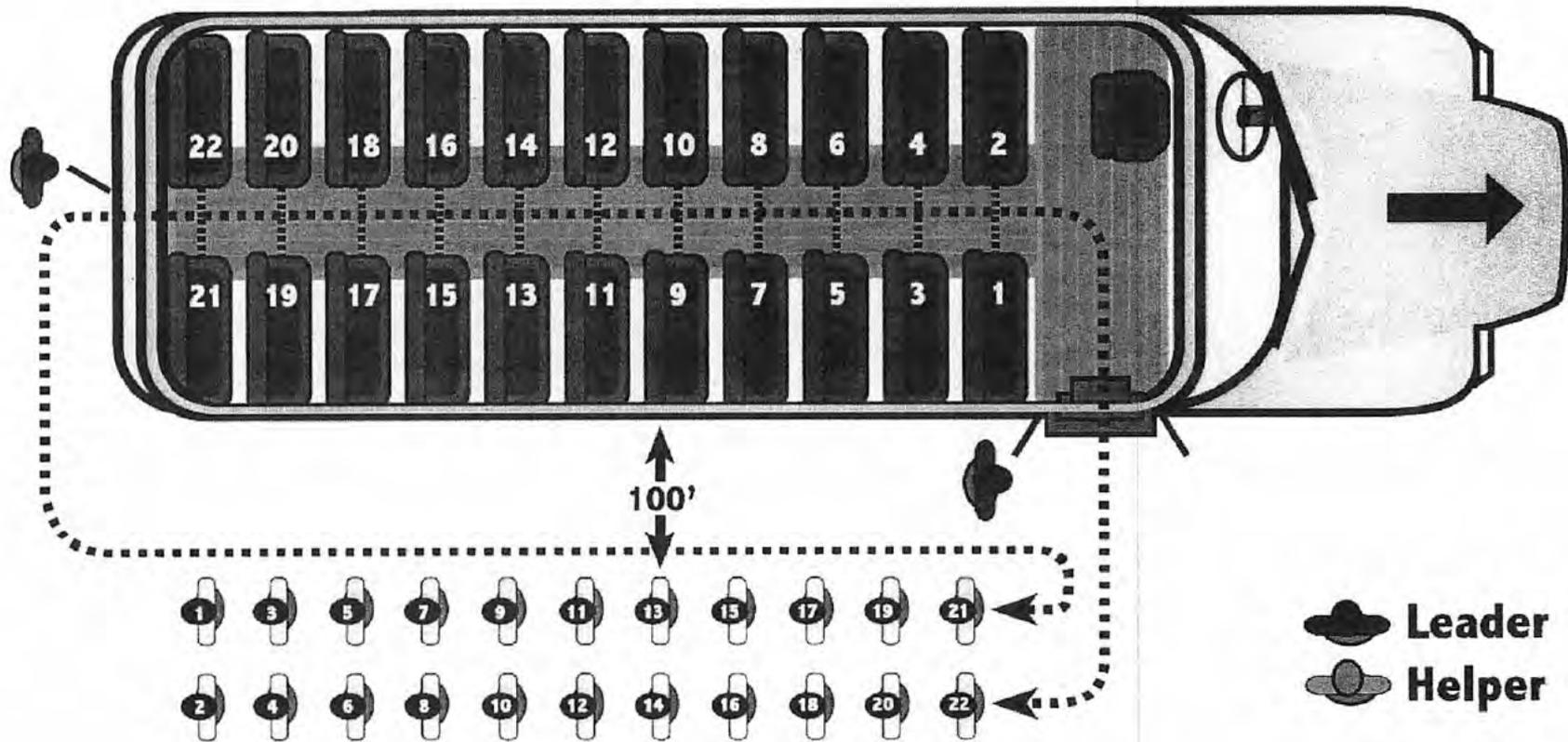
Front Door Evacuation



Rear Door Evacuation

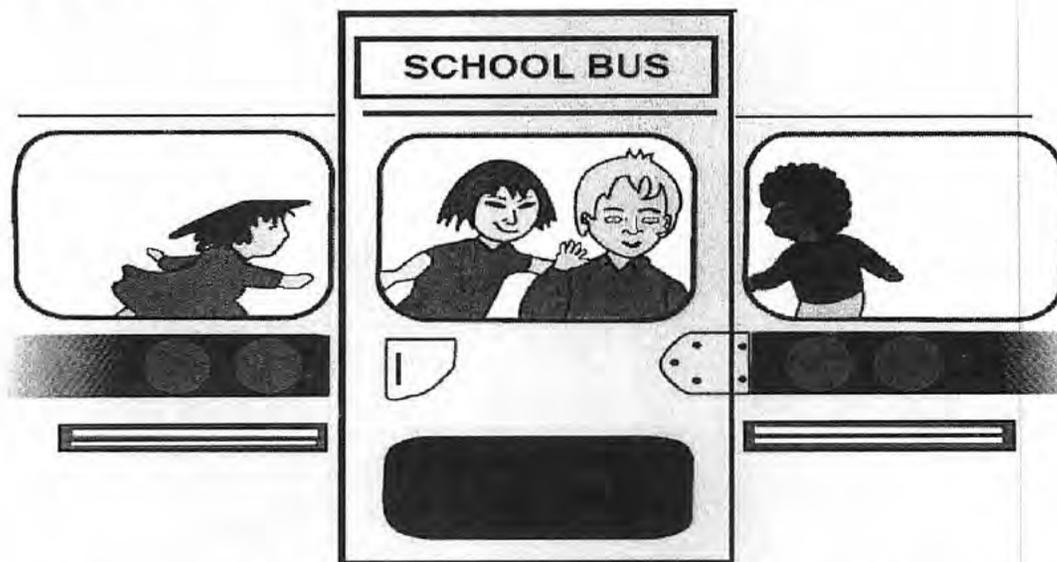


Front and Rear Door Evacuation



Department of Education Requirement

Evacuation Drills



A school bus driver shall know how to conduct an emergency bus evacuation.

Special Needs Evacuation

- Lift Evacuation
- Ramp Evacuation
- Blanket Drag/Carry
- Removal from Wheelchair



Summary

- Responses to critical situations
- Preventing and correcting:
 - traction loss
 - loss of brakes
 - steering failure
 - tire blowout
 - headlight failure
 - accelerator sticking
 - engine overheating
- Classifications of fire
- School bus evacuation procedures

UNIT VI TEST

1. Over accelerating, over braking, miscalculating turns, and maneuvering over unequal road surfaces are all major causes of traction loss.
 - a. True
 - b. False

2. Operators have no control over a bus if it is hydroplaning.
 - a. True
 - b. False

3. When a front tire blows out, the wheel will turn in the direction of the flat tire.
 - a. True
 - b. False

4. If steam is visible from the front of the bus, the bus will last long enough to get to the nearest available water.
 - a. True
 - b. False

5. There are three major types of fires.
 - a. True
 - b. False

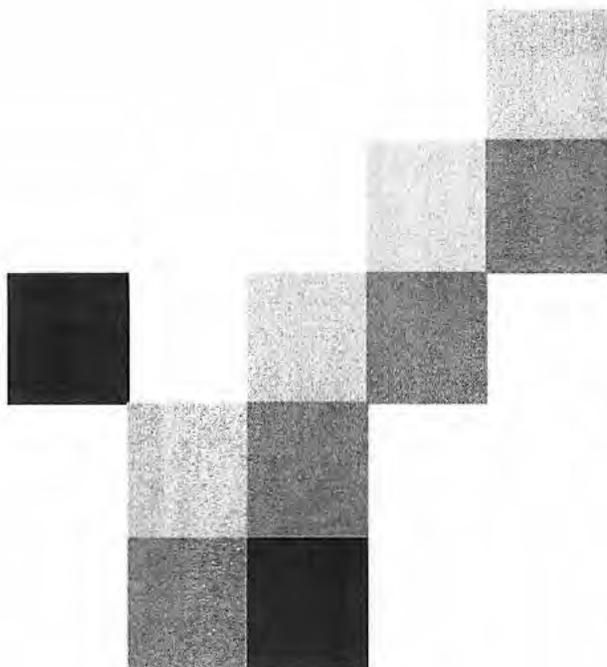
6. It is not necessary to carry any kind of fire extinguisher on the bus; it is just a safety precaution.
 - a. True
 - b. False

7. District Question

8. District Question

9. District Question

10. District Question



UNIT VII

SCHOOL BUS CRASH PROCEDURES

Topics to be discussed:

- Crash types/differences
- Responsibility to stop
- Exchanging information
- Rendering aid
- Reports
- Penalties



Types of Crashes

- Crashes involving damage to a vehicle or property
- Crashes involving death or personal injuries
- Crashes involving unattended vehicles or property



Responsibility to Stop



Penalties for not stopping after incurring a crash include revocation of operator's license.

Exchange of Information



The bus operator must give his or her name, address, and vehicle registration number, and exhibit license to police officer investigating crash.

Rendering Basic First Aid



Bus operators should not render first aid beyond that for which they have been trained.

Reporting Accidents



Florida Traffic Law requires that crashes be reported to the police.

Reporting Accidents (continued)

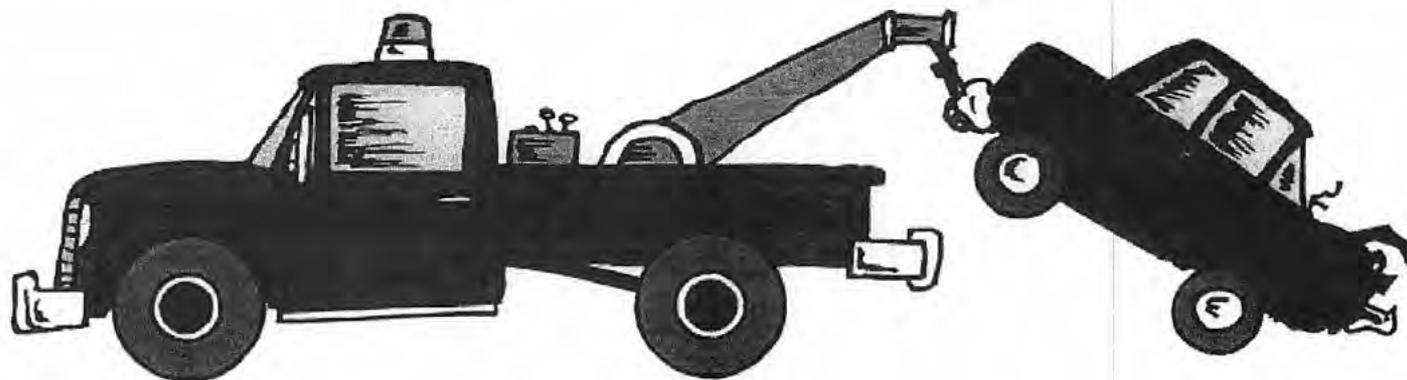


The Florida Department of Education requires that all crashes involving personal injury or property damage, no matter how small, be reported to the operator's supervisor.

Florida Traffic Law Regarding Unattended Vehicles or Fixed Object Crashes

Section 316.063(1), F.S.

The driver must immediately stop and notify duly authorized police. If a damaged vehicle is obstructing traffic, the driver should make every reasonable effort to move the vehicle or have it moved.

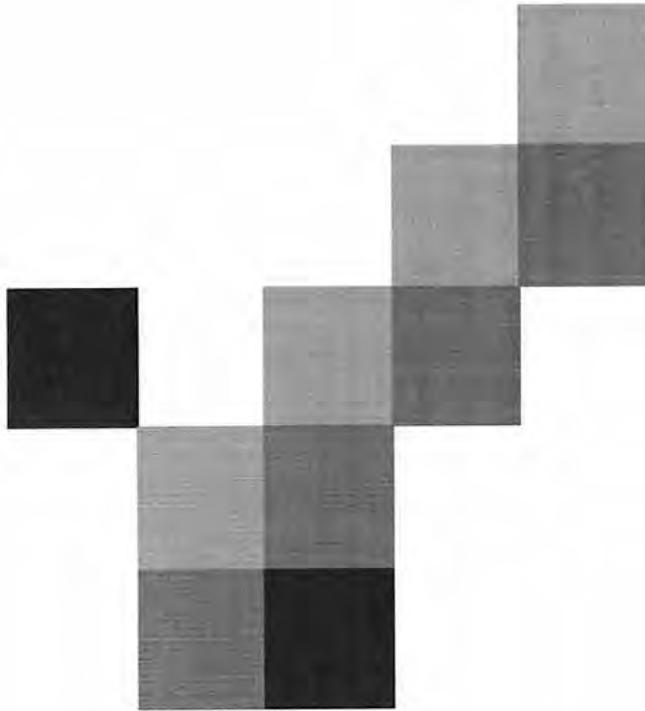


summary

- Crash types/differences
- Responsibility to stop
- Exchanging information
- Rendering aid
- Reports
- Penalties

UNIT VII TEST

1. All crashes are non-preventable.
 - a. True
 - b. False
 2. What is a preventable crash?
 - a. Any crash in which the driver failed to do everything reasonable to prevent it
 - b. There are no preventable crashes
 - c. One for which you are not charged
 - d. None of the above
 3. Operators must report all crashes to their supervisor.
 - a. True
 - b. False
 4. After the crash is over, you should
 - a. Blame the other driver
 - b. Be calm, courteous, and cooperative
 - c. Be accurate and factual with the police
 - d. Only B and C
 5. As an operator, you must, after striking an attended vehicle
 - a. Check for injuries
 - b. Contact the police
 - c. Contact your supervisor
 - d. All of the above
 6. If, after a crash, your bus is obstructing traffic, state law says you must make every reasonable effort to move your vehicle.
 - a. True
 - b. False
 7. District Question
 8. District Question
 9. District Question
 10. District Question
-



UNIT VIII

LOADING AND UNLOADING SCHOOL BUS PASSENGERS

Topics to be discussed:

Requirements for stop locations

Proper and improper use of alternating flashing red lights

Loading passengers

- On highway and street
- On school and private property
- At a turnaround stop

Unloading passengers

- On a highway or street
- On school and private property
- At a turnaround stop

Reporting motorists who illegally pass

Maintaining accurate time schedule



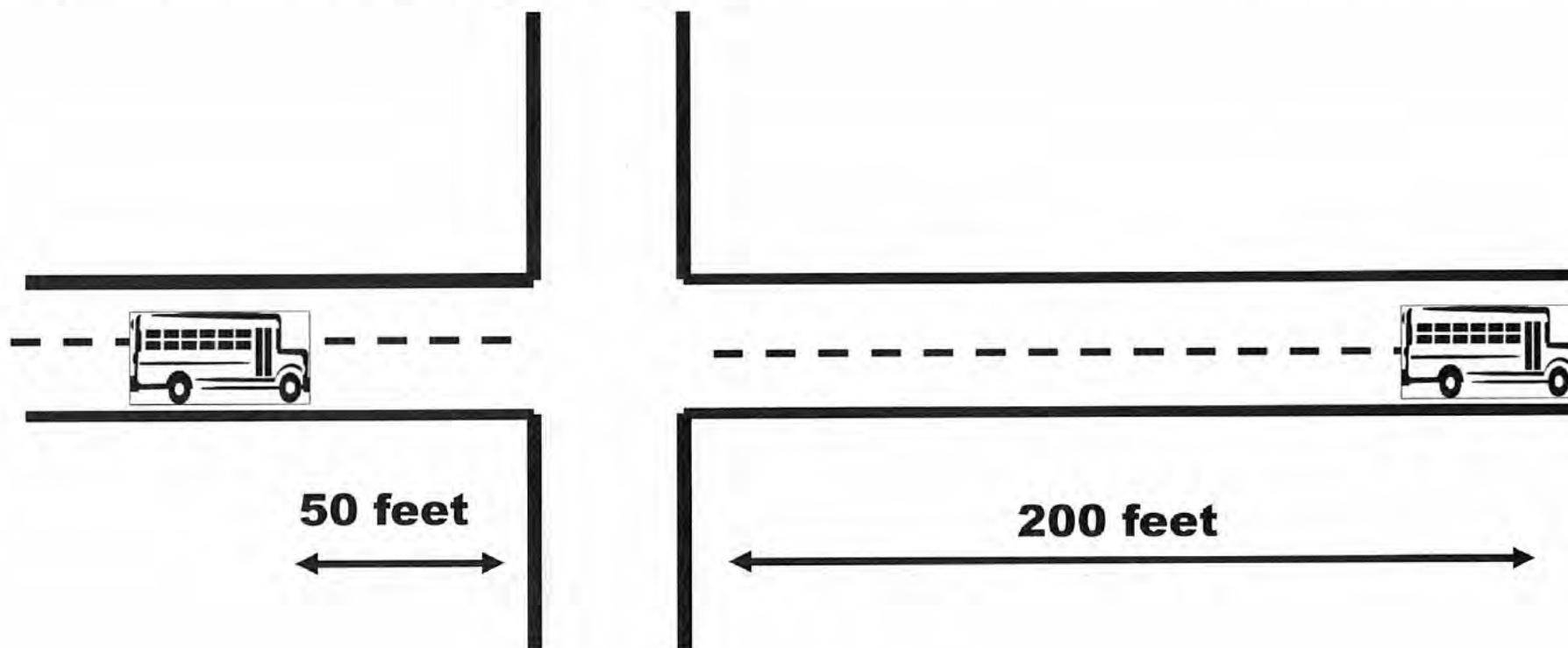
Establishing Stop Locations

- There must be 200 feet of uninterrupted visibility between the front and rear of the bus and other motorists.
- Stops should be located 200 feet following an intersection or 50 feet from the corner before entering an intersection.
- Stops must be at least 200 feet apart. It is recommended that there be no more than four stops per mile.
- Students should have room to wait in safety off the roadway.
- The safest place for students to wait in safety may be on the side of the roadway opposite the pickup point.
- Establish or change stops only with supervisor's permission.



Stops Near Intersections

Bus stops should be located at least 50 feet before entering an intersection and at least 200 feet following an intersection, maintaining 200 feet of uninterrupted visibility between the front and rear of the bus and other motorists.



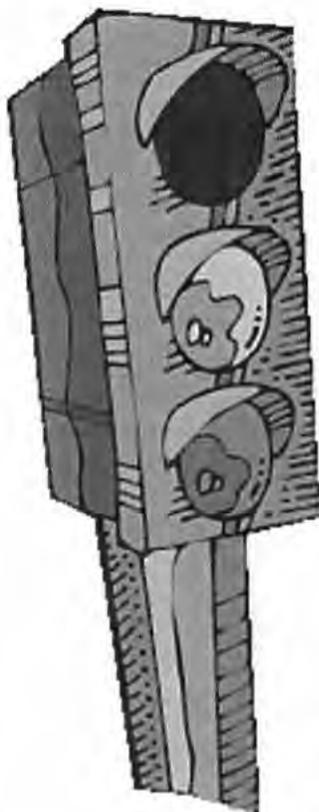
Proper Use of Alternating Flashing Amber Lights

The alternating flashing amber lights are to be:

- used as a warning that a bus is approaching a student stop,
- operational—two front and two rear,
- visible for 500 feet in sunlight,
- activated only by the operator,
- activated at least 200 feet in advance of the stop, and
- deactivated once the bus is stopped and the stop arm is activated with its flashing red lights.



Improper Use of Alternating Flashing Red Lights



The alternating flashing red lights are:

- not used at an intersection where traffic is controlled by an officer or a traffic signal,
- not used for reasons other than loading and unloading school children,
- not used on school or private property,
- not used in driveways,
- not used while backing,
- not used in making turns or turnarounds,
- not used while stopping at railroad crossings,
- not used for driving in fog or inclement weather, and
- not used to assist another bus operator who is loading and unloading passengers.

Roadway

ROADWAY.--That portion of a highway improved, designed, or ordinarily used for vehicular travel, exclusive of the berm or shoulder. In the event a highway includes two or more separate roadways, the term "roadway" as used herein refers to any such roadway separately, but not to all such roadways collectively.

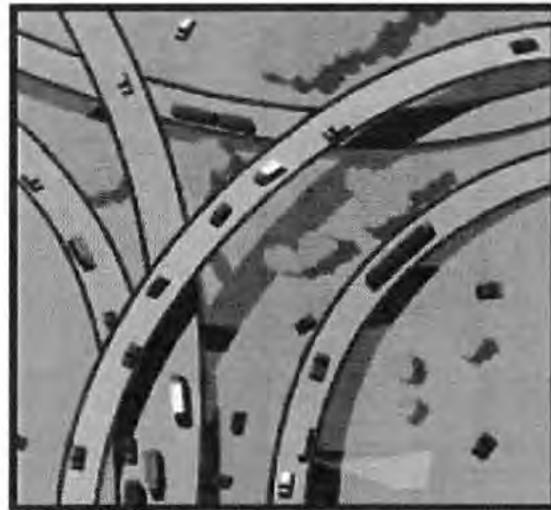
Section 316.003(42), F.S.



Highway or Street

The entire width between the boundary lines of every way or place of whatever nature when any part thereof is open to the use of the public for purposes of vehicular traffic;

Section 316.003(53)(a), F.S.



Safe Stopping Procedure

To perform a safe stop, school bus operators must:

- Instruct students in safe loading procedures (see your supervisor for guidance).
- Activate amber warning lights 200 feet before stopping.
- Stop a safe distance (at least 12 feet) from any students outside the bus.
- When stopped, deactivate amber lights and activate red warning lights, stop arms, and bumper cross arm.
- Look for pedestrians, traffic, and other hazards before, during, and after coming to a stop and make sure all traffic has stopped.
- Engage parking brake and place transmission in neutral position.



Loading Passengers on the Highway or Street

- Raise hand toward students outside the bus (open palm) to indicate "stop."
- Make eye contact and count students.
- Check mirrors and look for moving traffic and hazards.
- When safe, open door and signal students to board. When safe, signal students who must cross road by pointing to them (two fingers extended, thumb down) and then pointing to where you want them to go. *Avoid sweeping motion that may confuse motorists.*
- In case of danger, use horn or public address (PA) system to signal students to clear roadway.
- When all students are on bus, close door, count students, and ensure they are seated.
- Deactivate warning lights and check all mirrors.
- Check traffic and proceed on route when safe.



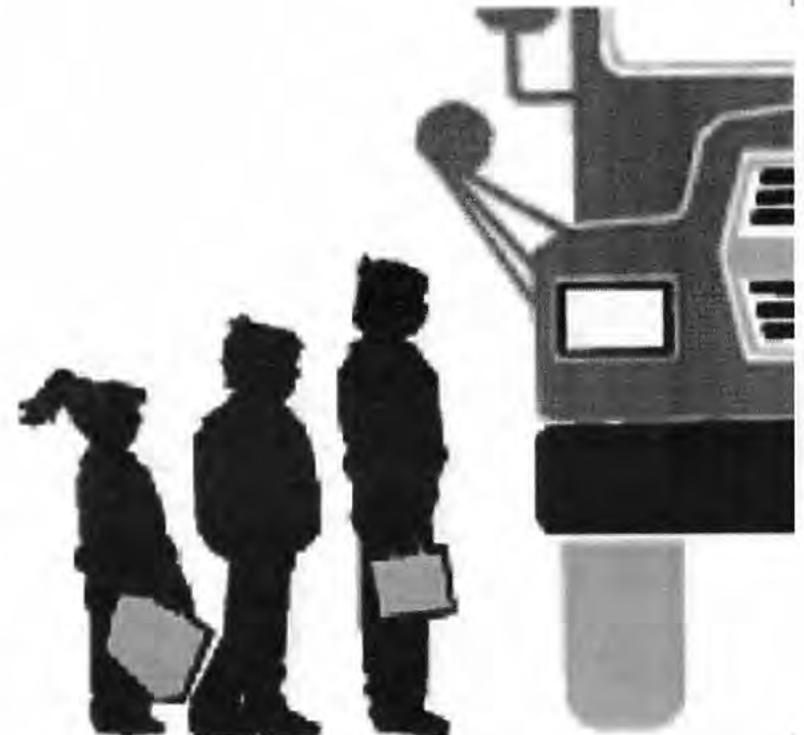
Orderly Loading

Have students:

- arrive on time,
- wait in "single file" or in an orderly group,
- stand back until bus is stopped,
- help young passengers get on first,
- use hand rails when entering bus, and
- move directly to their seats.

Operator should:

- close door and check that students are seated,
- look for stragglers, and
- beware of dropped items.



Unloading Passengers on the Highway or Street



- Instruct students about the following safety procedures:
 - Move well away from side of bus after leaving.
 - Do not get mail from roadside box until bus has left.
- Students who cross the road should be instructed in the following additional safety procedures:
 - take at least 12 steps in front of the bus before starting across the roadway (so operator can see student's feet);
 - wait for proper signal from operator before crossing;
 - stop at traffic side of bus and look left, right, and left again; cross only if approaching traffic has stopped;
 - walk across roadway; and
 - do not stop or return if an item is dropped. The bus operator will take responsibility for retrieving object if possible (check local policy).
- Unloading procedure:
 - Check right and left mirrors and look ahead to be sure all traffic has stopped.
 - Tell students when it is safe to stand up and proceed toward the door.
 - Open door and count children as they exit the bus.
 - Make sure students move at least 12 feet away from the side of the bus and remain in your view.
 - When safe, signal to any students who must cross the road by pointing to them (two fingers extended, thumb down) and then pointing to where they should go. *Avoid sweeping motion that may confuse motorists.*
 - In case of danger, use horn or PA system to signal students to clear roadway.
 - Count students again and ensure all are a safe distance from the bus.
 - Close door and check all mirrors carefully, especially right-hand mirrors (for students who do not cross the road) to ensure they are away from the bus.
 - Deactivate warning lights. Proceed when safe and all children are accounted for and safely away from the bus.

Deactivating Alternating Flashing Red Lights

Before resuming motion:

- Deactivate flashing red lights
- Permit stopped traffic to proceed

When resuming motion:

- Allow congested traffic to disperse by keeping bus as near to the right side of the road as can be done with safety and remain on the roadway



Special Dangers of Loading and Unloading *Dropped or Forgotten Objects*



As a bus driver, if you are concerned with a bus stop location or hazardous condition along your route, it is your responsibility to advise your supervisor of the situation as soon as possible.

- Always focus on students as they approach/leave the bus and watch for any who disappear from sight.
- Students may drop an object near the bus during loading or unloading. Stopping to pick up the object or returning to pick up the object may cause the student to disappear from the driver's sight at a very dangerous moment.
- Students should be told to leave any dropped object and move to a point of safety out of the danger zones and attempt to get the driver's attention to retrieve the object.

Loading on School or Private Property

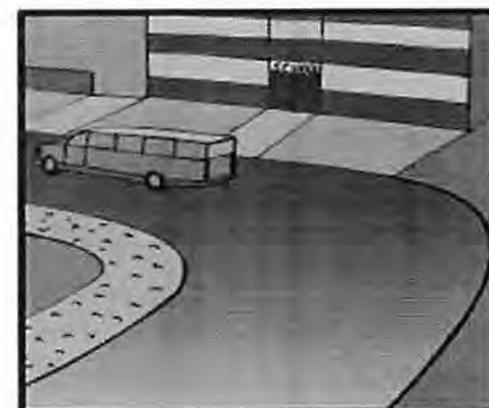
Precautions:

- Approach loading area cautiously and slowly. Warn others by using alternating flashing lights.
- If students run toward the bus, stop as soon as possible.
- Stand by the door to assist students if conditions require it.
- Students should approach loading area in an orderly manner and form a single file line.
- An adult other than the operator should supervise the students before they board the bus (if possible).



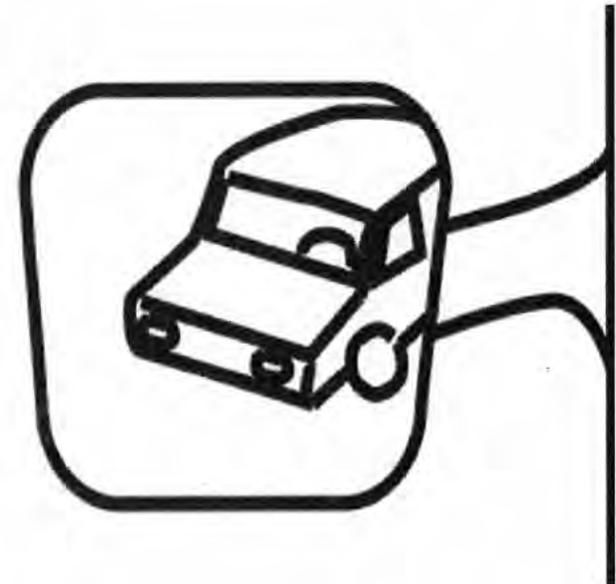
Loading on School or Private Property (continued)

- Park in a designated loading area.
- Apply brake and shift to neutral position; set parking brake.
- Turn off ignition switch and remove key if leaving the bus.
- Signal for students to enter the bus.
- Instruct students to use handrail and be seated immediately.
- Check area around the bus to see that it is safe to move the bus.
- Check mirrors and prepare to leave.
- Once started, do not stop for stragglers.
- Stop before entering the roadway from private property.



Loading at a Turnaround Stop

- Load students before backing. (Important!)
- Check mirrors and secure responsible visual assistance if possible before backing—always remember that there is an area in back of your bus that you cannot see.
- Back into the driveway or street for turnaround.



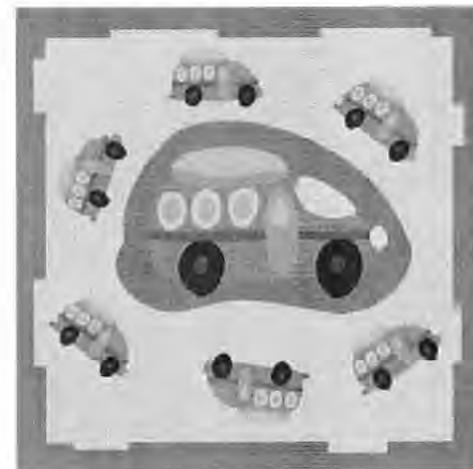
Unloading on School or Private Property

- Approach the unloading area carefully.
- Drive buses in a counterclockwise direction in front of school or unloading point.
- Park your bus, if possible, at a designated unloading or sidewalk area so that students do not have to cross between other vehicles or across driving areas.
- Apply brake and shift to neutral or park; set parking brake.
- Turn off engine.
- Open door and instruct students to use handrail.



Unloading at a Turnaround Stop

- Check mirrors and secure responsible visual assistance, if possible, before backing for turnaround. Always perform turnaround before allowing students to leave the bus.
- After turnaround, activate flashing amber lights at least 200 feet in advance of the stop, check mirrors, bring bus to a stop, and activate stop arm and red flashing student lights.
- If the turnaround stop is on a private driveway or property where you cannot use the alternating flashing red lights, you may want to use your hazard warning lights.
- Complete backing maneuver.
- Unload passengers.



Department of Education Recommendation

Leaving Bus:

- If the operator must leave the bus because of an emergency or to check the exterior when children are inside, he or she shall set the parking brake, remove the ignition key, use the appropriate emergency equipment, and assure that disciplined behavior will be maintained.
- The operator shall not leave the immediate vicinity of a bus if there are student passengers aboard.



Department of Education Recommendation

Backing:

- Backing of the school bus shall be avoided (if possible).
- When backing maneuvers cannot be avoided, children shall be retained inside the bus.
- If there are children outside the bus, no backing maneuver shall be made unless a competent adult observer is on hand to direct the maneuver.



Procedures for Reporting Violations by Motorists

- Be sure the operator has violated the law before reporting an incident.
- Record the vehicle license number and other pertinent information.
- Identify the operator and vehicle, if possible.
- Personally deliver the information to your supervisor (you are the complaining witness).
- File complaint the day an incident occurs or as soon as possible.
- Be prepared for a possible court appearance as the complaining witness.



Illegal Passing

A motorist has passed illegally if:

- Your alternating flashing amber lights were activated at least 200 feet before stopping to load or unload.
- Your alternating flashing red lights were activated at the time the motorist passed.
- Your bus was completely stopped at the time the motorist passed.
- Vehicle operators meeting a stopped school bus on a highway divided by an unpaved median strip of five feet or more or a physical barrier do not need to stop.



Reasons for Maintaining Accurate Time Schedule



- Promoting good public relations.
- Delivering students to school on time.
- Early arrival can cause the students to miss the bus or be exposed to serious injury while running to catch the bus.
- Late arrival can expose the students to pedestrian traffic accidents and severe weather problems while waiting at the stop, and can inconvenience the teacher.

Summary

Requirements for stop locations

Proper and improper use of alternating flashing red lights

Loading passengers

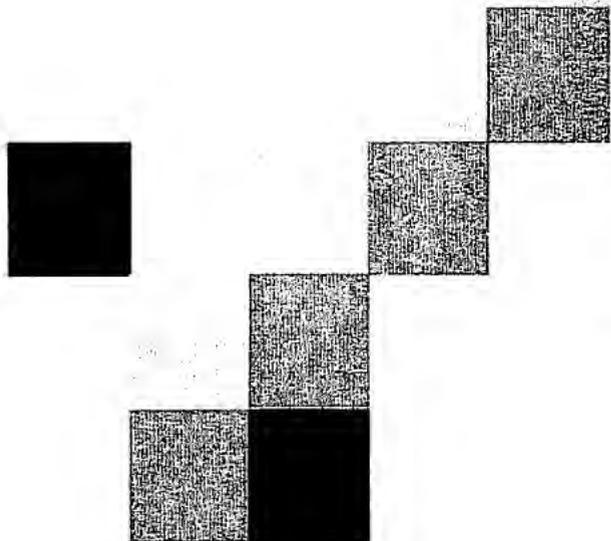
- On highway and street
- On school and private property
- At a turnaround stop

Unloading passengers

- On a highway or street
- On school and private property
- At a turnaround stop

Reporting motorists who illegally pass

Maintaining accurate time schedule



UNIT IX

SCHOOL BUS PASSENGER MANAGEMENT

Students' misbehavior on buses is one of the biggest problems confronting school bus operators.



Tips to remember:

- Keep a positive attitude when dealing with students.
- Be sympathetic in understanding pupils' problems, moods, and individual differences.
- Learn the art of effective communication.

Topics to be discussed:

- The three R's
- Student discipline suggestions
- Today's young people
- General stages of human development
- Motivators of behavior
(Desires - Fears - Drives)
- Problems are opportunities
- Negative roadblock messages
- Positive operator actions
- Team responsibilities



“The Three R’s”



- Rules - Clear, defined expectations about behavior.
- Reason - Situations must be dealt with in a reasonable manner.
- Rapport - Build a positive relationship with the students.

Suggestions for Maintaining Student Discipline

1. Never give an order you do not intend to enforce.
2. Give your command to stimulate action, not to check it. Say, "do this" rather than "don't do that."
3. Give the child time to react.
4. Have a reason for asking a child for a specific action and, when possible, take time to explain the reason. Most rules can be tied to safety. If possible, give the logic tied to safety behind the rule.
5. Be honest in what you say and do. A child's faith in you is a great help.
6. Be fair; it isn't punishment but injustice that makes a child rebel.
7. Be friendly and always show an interest in what students are doing.
8. Commend good qualities and actions.
9. Try to be constructive, not repressive, in all dealings with children.
10. Remember that a sense of humor is extremely valuable.

Suggestions for Maintaining Student Discipline (continued)

11. Never strike a child.
12. Do not judge misconduct by how it annoys you.
13. Do not take personal feelings and prejudice out on children.
14. Do not lose your temper.
15. Look for good qualities; all children have them.
16. Do not nag or bluff.
17. Do not pick on every little thing a child does. Sometimes it is wiser to overlook little things.
18. Listen for suggestions and complaints from children.
19. Set a good example yourself.
20. Intelligence in handling youth consists of thinking faster than they do. If they can out-think you, you are not using your maturity and the advantage of your broader education. You should see possibilities in situations before they become problems. This is the secret of leadership.

Today's Young People

- Young people grow rapidly socially, emotionally, physically, and intellectually.
- Young people may exhibit these behaviors:
 - impulsiveness
 - physical activity
 - intuitiveness
 - independence



General Stages of Development



- Birth - Age 4: The first four years of life are a “sensual period” when basic needs are provided.
- Ages 4-6: Children are developing relationships in which they need to feel a part of the family unit.
- Ages 6-11: During these years, the child will reach out and explore.

General Stages of Development (continued)

- Ages 9-15: Children are very concerned with looks, clothing, and style.



- Ages 16-18: These young adults are trying to declare independence from the peer group and establish their own unique identity.



Behavioral Controls

■ Desires

- Fair, consistent treatment
- Admiration
- Winning
- Acceptance
- Respect
- Courtesy



Behavioral Controls



■ Fears

- Rejection
- Being excluded
- Public ridicule
- Physical abuse



Behavioral Controls

■ Drives

- Many young people need to be viewed as leaders.
- Young people like to have fun.
- Young people like things that stimulate the body or senses.
- Young people may go to great lengths to gain security.



When dealing with people, remember:

- All people are special.
- Social behavior is learned.
- People are not owned.
- Students have feelings.
- Students can reason.

Problems Are Opportunities!



Negative Roadblock Messages

- **Solution messages**
 - *Hidden messages*

- **Put-down messages**
 - *Hidden messages*

- **Indirect messages**
 - *Hidden messages*



Positive Operator Actions:



- Be confident and in control.
- Be warm and helpful to the students.
- Smile and be friendly.
- Look and listen for clues to passengers' problems.
- Present students with choices.
- Be firm but never overstep moral or legal limits.

School Bus Passenger Management

The Department of Education recommends that the school bus operator follow the disciplinary procedure provided by his supervisor. The bus operator has no authority to slap, spank, or abuse any child. Children who break the rules should be reported to the school's principal before any disciplinary action is taken.



Team Responsibilities:

- Operator -direct responsibility.
- Transportation Supervisor -provides support and guidance to the operator.
- Administrator -follows through and acts on disciplinary problems.
- Teachers -assists the operator in better understanding of students.
- Parents or Guardians -legally responsible for the behavior of their children.
- Students -follow the rules and regulations.



It takes the whole team working together!

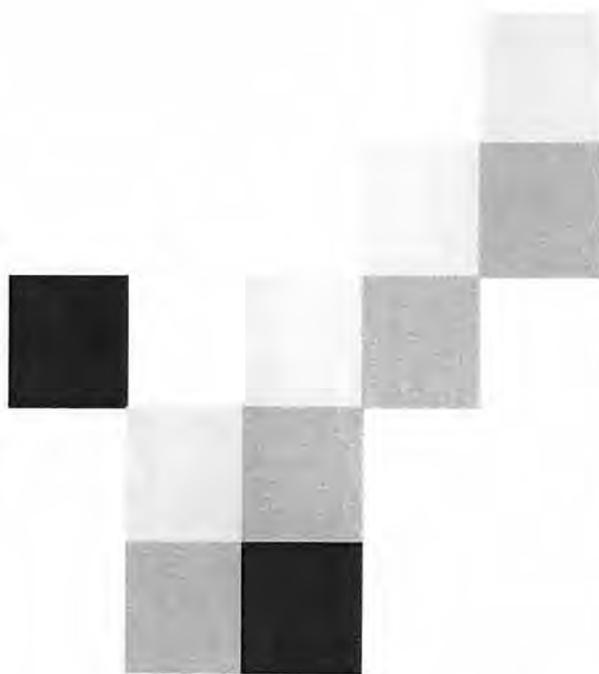
Summary

- The three R's
- Student discipline suggestions
- Today's young people
- General stages of human development
- Motivators of behavior
(Desires - Fears - Drives)
- Problems are opportunities
- Negative roadblock messages
- Positive operator actions
- Team responsibilities

UNIT IX TEST

1. The biggest problem that a school bus operator will confront is student discipline.
 - a. True
 - b. False
2. Always board the school bus with a bad attitude and the students will listen to every direction.
 - a. True
 - b. False
3. The three "R's" of passenger management are rules, rapport, and reason.
 - a. True
 - b. False
4. As they develop, young people may exhibit impulsive, physical, intuitive, and independent behaviors.
 - a. True
 - b. False
5. Behavior is affected by emotional concerns such as winning, being viewed as a failure, and insecurity.
 - a. True
 - b. False

6. All children are special in their own way and much bad behavior is caused by negative experiences and the challenges of growing up.
 - a. True
 - b. False
7. District Question
8. District Question
9. District Question
10. District Question



UNIT X

FIRST AID TRAINING FOR THE SCHOOL BUS OPERATOR



Topics to be discussed:

- Basic Principles
- Good Samaritan Act
- Body Fluid Cleanup Procedures
- Heat Illness
- Eye Injuries
- Wounds/Nosebleeds
- Fainting



Basic Principles

- First aid procedures apply only to immediate temporary needs.
- Accepted first aid procedures only should be used. We are not medical doctors, so only minimal first aid should be administered.
- It is important to remain calm when administering first aid.
- Injuries vary in seriousness. Make good decisions.
- Every bus should be equipped with a first aid kit and body fluid cleanup kit, complete with step-by-step directions.



Good Samaritan Act

768.13(2)(a), F.S.

Any person, including those licensed to practice medicine, who gratuitously and in good faith renders emergency care or treatment either in direct response to emergency situations related to and arising out of a public health emergency declared pursuant to s. 381.00315, a state of emergency which has been declared pursuant to s. 252.36 or at the scene of an emergency outside of a hospital, doctor's office, or other place having proper medical equipment, ***without objection of the injured victim*** or victims thereof, **shall not be held liable** for any civil damages as a result of such care or treatment or as a result of any act or failure to act in providing or arranging further medical treatment where the person acts as an ordinary reasonably prudent person would have acted under the same or similar circumstances.

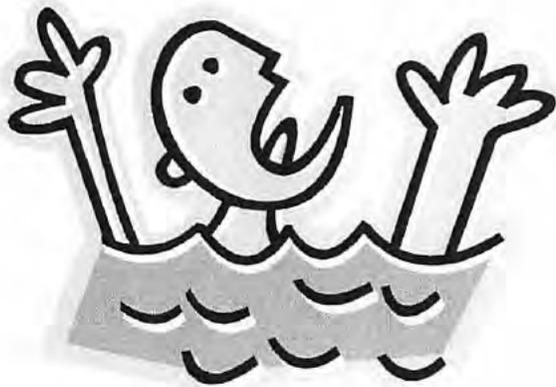
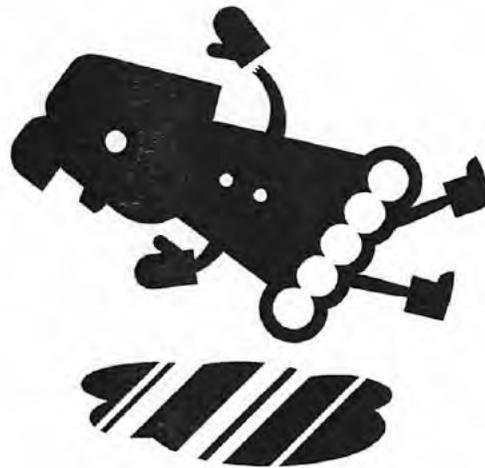
Bodily Fluid Cleanup Procedures

Procedures for cleaning a body fluid spill:

- Students should be moved away from the contaminated area.
- Put on disposable gloves.
- Sprinkle absorbent material over spilled area. Liquid will quickly congeal for safer handling.
- After one minute, remove gelled material with scoop and scraper. Carefully place in discard bag from kit.
- Clean away solids with absorbent towel.
- After the spill is removed apply disinfectant from the kit.
- Place all contaminated materials (including gloves) in discard bag. Seal and dispose of bag properly.
- Wipe hands with anti-microbial hand wipe. Wash with soap and running water as soon as possible.
 - If possible, the student's clothing and other soiled, non-disposable items should be placed in a plastic bag and sent home with the student.



Five Leading Causes of Unintentional Deaths:



Heat Illness

Signs-Early Stages

- Cool, moist, pale, or flushed skin
- Headache, nausea, dizziness
- Weakness, exhaustion
- Heavy sweating

Signs-Late Stages

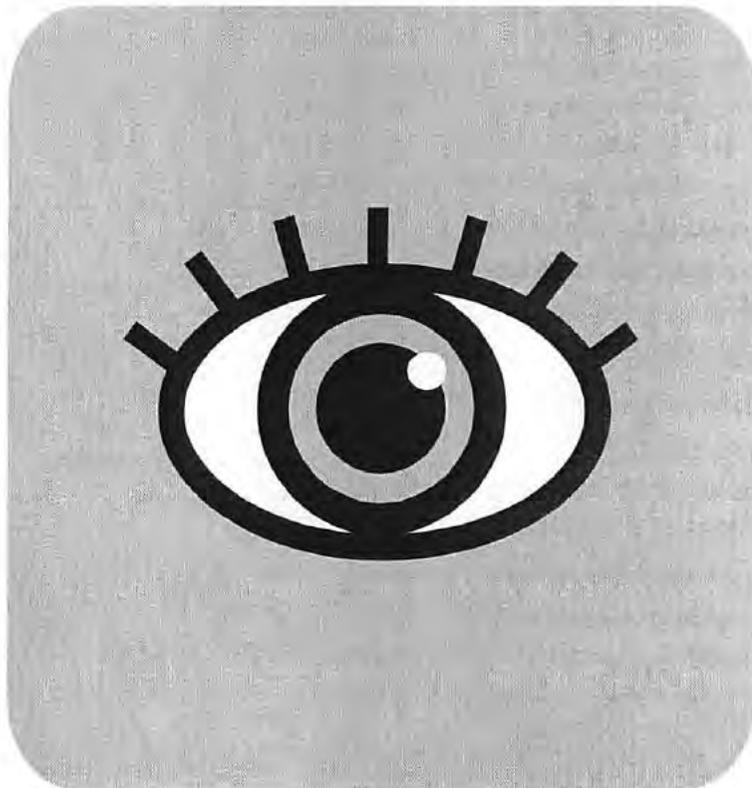
- Red, hot, dry skin
- Changes in level of consciousness
- Vomiting

Care

- Get the victim out of the heat. Move victim to a cool place. Loosen tight clothing.
- Remove perspiration-soaked clothing.
- Apply cool wet cloths to the skin.
- Fan the victim.
- If victim is conscious, give him cool water to drink.
- If person refuses water, vomits, or starts to lose consciousness:
 - Send someone to call for an ambulance.
 - Place person on side.
 - Continue to cool by placing ice or cold packs on person's wrists, ankles, groin, neck, and in armpits.
 - Continue to check breathing and pulse.



Eye Injuries



- When you can feel something in your eye, take your upper eyelid and pull it down over the bottom lid and let the natural tearing process rinse out the foreign matter. If this does not help, rinse eye with water until matter is removed. If object is still in eye, seek medical help. Wrap both eyes. Reassure victim.
- If an object is embedded in an eyeball, **never remove the object.** Place a cone-shaped article over the eye and object, wrap with clean dressing, and get medical help.
- When chemicals are spilled or splashed into the eyes, rinse with water for at least 15 minutes. Seek medical attention.

Wounds/Nosebleeds

Wounds Care

Put on latex gloves.

Cover the wound with dressing and press firmly against the wound with hand.

If possible, elevate wounded area above the level of the heart.

Cover dressing with a roller bandage to maintain pressure.

Apply additional dressing, as needed.

If bleeding does not stop:

Apply additional dressings and bandage.

Squeeze the nearby artery against the bone underneath

Arm: Inside of the upper arm, between the shoulder and elbow.

Leg: Crease at the front of the hip, in the groin.



Nosebleed Care

Put on latex gloves.

Have person lean slightly forward.

Pinch the nostrils together for about 10 minutes.

Apply an ice pack to the bridge of the nose.

If bleeding does not stop:

Apply pressure on upper lip just beneath nose.

Fainting

Fainting is a temporary loss of consciousness. It may indicate a more serious condition. Never give an unconscious victim anything to eat or drink.

Care

- If the victim does not have a head, back, or neck injury, place the victim on his back.
- Elevate the feet 12 inches and loosen any restrictive clothing, such as belts, ties, or collars.
- Check breathing and pulse.
- Do not give victim anything to eat or drink.



Think Safety

- Be alert and avoid potentially harmful conditions or activities that increase your injury risk.
- Take precautions, such as wearing appropriate protective devices – helmets, padding, and eye wear. Buckle up when driving or riding in motor vehicles.
- When handling sharp items found on the bus, use extreme care.

Summary

- Basic Principles
- Good Samaritan Act
- Body Fluid Cleanup Procedures
- Heat Illness
- Eye Injuries
- Wounds/Nosebleeds
- Fainting



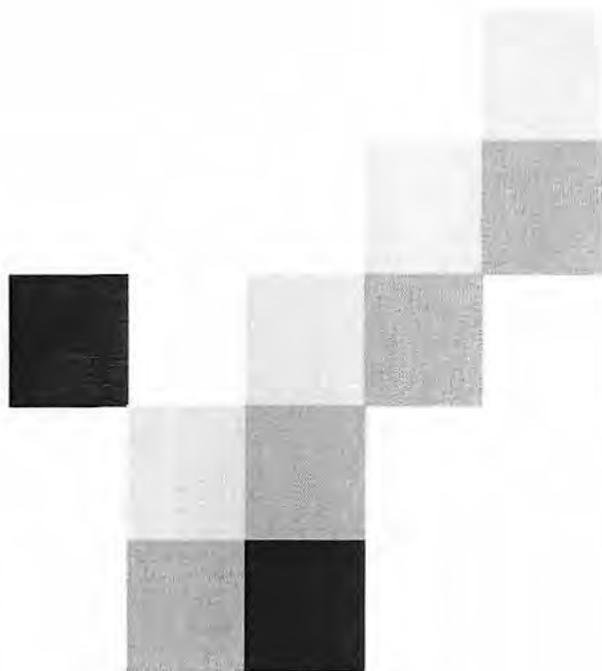
UNIT X TEST

1. In emergency situations, the driver should wait until help arrives before assisting the injured individual.
 - a. True
 - b. False
2. Common sense and a few rules are the keys to effective first aid.
 - a. True
 - b. False
3. Shock often accompanies severe injury or emotional distress.
 - a. True
 - b. False
4. Fainting can be controlled.
 - a. True
 - b. False
5. Drivers of school buses in Florida should study first aid procedures to help prevent death or permanent injury to
 - a. Anyone that requires it
 - b. The driver himself
 - c. The bus passengers
 - d. All of the above
6. Which of these would be considered first aid topics:
 - a. Heat illness
 - b. Bleeding
 - c. How to handle a fight
 - d. "A" and "B" are correct
7. First aid procedures should be applied
 - a. Only to immediate temporary needs
 - b. To save a life
 - c. In all situations
 - d. "A" and "B" are correct

8. The proper procedure for treating fainting consists of
- a. Keep victim lying down
 - b. Elevate victim's legs if there are no broken bones
 - c. Keep victim's head lower than trunk of body
 - d. All of the above

9. District Question

10. District Question



UNIT XI

STUDENTS WITH SPECIAL NEEDS

All students are special!

This chapter focuses on students with special transportation needs and how to prepare yourself and the bus for your daily trips.



Learner Outcomes

- Identify the two federal laws that protect students with disabilities.
- Identify the Florida laws and rules that cover transportation requirements for students.
- Explain the following definitions from the Individuals with Disabilities Education Act (IDEA):
 - *Child with a disability
 - *Special education
 - *Related services
 - *LRE
 - *IEP
 - *FAPE
 - *Transportation
 - *LEA

Learner Outcomes (continued)

- Identify types of disabilities and the associated characteristics of students with these disabilities.
- Identify effective communication skills.
- Demonstrate the ability to appropriately load, secure, and unload a student in a wheelchair.
- Identify when to evacuate a bus and the essential components to include in a bus evacuation plan for a “special needs” bus.

Individuals with Disabilities Education Act (IDEA)

- IDEA is the nation's special needs education law.
- IDEA's two primary objectives are:
 1. Assure that students with disabilities are provided the same access to public education in the same educational setting as their non-disabled peers to the maximum extent possible, and
 2. Provide educational services appropriate to meet students' individual needs.



Free Appropriate Public Education (FAPE)

- The centerpiece of IDEA is the FAPE concept.
- FAPE means that students with disabilities are entitled to a free education that is appropriate to their age and abilities.

Transportation as a Related Service

- Transportation is one of the many related services that a child with a disability may need;
- The definition of “transportation as a related service” means:
 - travel to and from school and between schools;
 - travel in and around school buildings; and
 - specialized equipment (such as special or adapted buses, lifts, and ramps), if required, to provide special transportation for a child with a disability.

Section 504 of the Rehabilitation Act of 1973

- Section 504 prohibits discrimination on the basis of disability.
- A school district has the following obligations for eligible 504 students:
 - provide a free appropriate public education;
 - educate with non-handicapped students to the maximum extent appropriate;
 - develop procedures for the identification of all handicapped students; and
 - develop evaluation and classification procedures.
- Students who meet 504 eligibility may or may not have a written "504 plan," but the district must provide the necessary transportation accommodations for these students.

U.S. Office for Civil Rights

The Office for Civil Rights is in place to protect the rights of students and to ensure that school districts are complying with the law.



Chapter 1006, Part I, Section E, F.S.

Addresses the transportation requirements for all of Florida's public school children.

Chapter 6A-3, FAC

Provides detailed requirements for school districts providing transportation services.

Rule 6A-3.0121, FAC

Specifies district and parental responsibilities for transporting students, including those with special needs.



Family Education Rights and Privacy Act (FERPA) on Confidentiality

- FERPA is the federal law that protects students' privacy.
- FERPA requires parental permission for others to access a student's education records except for "school officials" who have a "legitimate education interest."
- Transportation personnel are considered "school officials" in their role as related services providers.
- Section 1002.22(1), F.S., also addresses confidentiality.

More Definitions under IDEA

Child with a Disability:

- A child who has been evaluated by the State as having an impairment for which the child needs special education and related services.

Special Education:

- “[S]pecially designed instruction, at no cost to the parents, to meet the unique needs of a child with a disability...”



Individual Education Plan (IEP)

- Written statement for a student with a disability designed to meet his/her unique educational needs.

Local Educational Agency (LEA)

- The local educational agency is the school district; each IEP team should have an LEA representative who can determine the district's available resources and vouch for the district's implementation of the IEP.

Individual Family Support Plans (IFSPs)

- A plan written for a child, birth to three years. Family involvement is required.

Least Restrictive Environment (LRE)

- Students with disabilities must be educated with their non-disabled peers to the maximum extent possible. This includes transportation services.

Special Factors

Hold

The IEP team must consider the following special factors when developing the IEP for each student:

- behavior
- English proficiency
- vision skills
- communication needs
- assistive technology needs



Any of these factors could impact transportation services for the student.

Specialized Transportation

A student is eligible to receive weighted state funding if he/she meets one of the following criteria. The special need must be documented on the student's IEP and correlate to his/her disability:

- requires use of medical equipment;
- has a medical condition requiring special transportation;
- requires an attendant (aide or a monitor);
- requires a shortened school day due to his/her disability; or
- is assigned to a school out of district to access the appropriate special education program.

Disabilities recognized in Florida

Communication

- Autistic
- Speech / Language Impaired

Sensory

- Deaf / Hearing Impaired
- Visually Impaired
- Dual Sensory Impaired

Cognitive

- Educable Mentally Handicapped
- Trainable Mentally Handicapped
- Profoundly Mentally Handicapped
- Traumatic Brain Injured

Physical

- Physically Impaired
- Other Health Impairments
- Orthopedically Impaired

Behavior

- Emotionally Handicapped
- Severely Emotionally Disturbed

Processing

- Specific Learning Disabilities
- Developmentally Delayed

Autism Spectrum Disorder

Challenges . . .

- Difficulty in using and understanding language.
- Poorly developed social skills.
- Heightened or depressed sensitivity to sound, sight, taste, touch or smell.
- Repetitive behaviors may stimulate senses.
- Difficulty with changes to surroundings/routine.
- Uneven skill development; superior strengths with significant delays.
- May display aggression, self injury, or withdrawal.

Strategies . . .

- Give clear, simple directions; use verbal and visual cues.
- Try to maintain structure and routine.
- Seat next to positive role model.
- Encourage and praise positive behavior.
- Because characteristics vary, talk with the teacher and parent to understand student's strengths and weaknesses.
- Remember that the student may be hypersensitive to touch, smell, noise level, etc.
- Close supervision is necessary for these students because they often do not recognize danger in their environment.



Developmental Delay (DD)

Challenges

- This category of eligibility applies to children between the ages of three and five years.
- Children with developmental delays have a delay in one or more or the following areas:
 - adaptive skills/self help;
 - cognitive development;
 - communication;
 - social/emotional skills; and/or
 - physical development including fine, gross, or perceptual motor skills.

Developmental Delay *Strategies . . .*

- Keep your language and rules simple.
- Assign the student a seat up front, if possible.
- Make sure you have the appropriate safety equipment for the child's age, weight, and height.
- Be sensitive to the child's age – he or she is young and will act like a young person.
- Be sensitive to the child's special needs, whether they reflect a physical, communication, emotional/social, or mental developmental delay.



Hearing Impaired/Deaf



Challenges

- Will have varying levels of hearing loss.
- Deaf students may communicate through sign language.
- Hearing impaired students may use speech, sign language, or both.
- Students receive information by listening, lip reading, gestures, and/or facial expressions.
- May have difficulty learning vocabulary, grammar, and idiomatic expressions.

Strategies

- Make sure the student sees your face when speaking.
- Don't raise your voice when speaking; you may have to use different words to convey the message.
- Knowing a few basic "signs" is very helpful.
- Written notes are helpful with older students.
- The student's speech will become more understandable with time.

Visually Impaired



Challenges

- Will have varying levels of sight.
- May rely on visual, auditory, and/or tactile senses for learning.
- May have underdeveloped social skills.
- May not understand nonverbal cues.

Strategies

- Use your voice clearly to orient and guide the student.
- May need to seat the student near the door.
- If the student is sensitive to light, avoid seating next to window.
- Allow the student to be as independent as possible.
- Notify student of any changes to the bus stop area, including a different bus that may have different height of steps to climb.
- Never leave him/her alone.

Dual Sensory Impaired (DSI) *Challenges*

- Have both visual and hearing loss.
- Not necessarily completely deaf or blind.
- Combination sensory loss creates serious impairment of the student's ability to acquire information, communicate, and function within the environment.
- Communication and mobility are often affected.



Dual Sensory Impaired *Strategies*

- These students are generally compliant; misbehavior may come from frustration and the inability to communicate their wants and needs.
- Routine and consistency in their daily lives are very beneficial.
- Assign a seat for the student.
- Seek advice from parents and teachers on how to communicate with the student.
- Check with the teacher regarding unusual behaviors and whether to allow them to continue or to intervene (stop them).
- Seek advice from the district's Orientation and Mobility Specialist or the student's Vision Teacher.
- **These students must be closely supervised because they are at increased risk due to their impairments.**

Emotional Handicaps

Challenges . . .

- Restless, hyperactive, fidgety.
- Inability to stay seated.
- Short attention span.
- Inappropriate language (name calling, profanity).
- Aggression: hitting, fighting; self-injurious behavior.
- Trouble following directions.
- Resistant to discipline, defiant, destructive, hard to manage.
- Inappropriate conduct: lying, stealing, cruelty.
- Temperamental--extreme emotions and feelings.
- These students usually are seeking attention, acceptance, and love, but often alienate people because of their behaviors.



Strategies . . .

- Establish rapport with the student; learn his/her interests.
- Catch the student being good!
- Assign seating, if needed.
- Display a positive, professional attitude.
- Learn the student's non-verbal cues.
- Defuse situations early on; react calmly when the student misbehaves.
- Communicate with the teacher to bridge the gap from the classroom to the bus. Develop a consistent behavioral plan.



Mental Handicaps

Challenges . . .

- Will have varying functional levels.
- Short attention span.
- Poor ability to generalize.
- May have poor communication skills-- speech, understanding, and expressing language.
- Usually have poor self-care skills.
- May have inappropriate social skills (overly friendly, aggressive).
- May have physical impairments.
- May have uncontrolled motor movements (striking out of arms and legs).



Strategies . . .

- Interact with a sincere, caring approach.
- Keep directions simple and clear; repeat often.
- Match expectations with functional levels.
- Praise the student for good behavior.
- Communicate with parents and teachers to better understand the students.
- TMH/PMH students may need restraints (vests, wheelchairs). Be sure to provide training for the driver and attendant on the student's specific needs.
- If student has communication device, provide training for the driver and attendant.
- Supervise TMH/PMH students closely; they may have medical conditions that need monitoring.



Specific Learning Disabled *Challenges . . .*

- Difficulty following directions.
- May have communication difficulties
 - Understanding others or expressing self.
- Look “normal”; disability is hidden.
- May display hyperactivity, inattention, and perceptual coordination problems.
- May display impulsiveness, low tolerance for frustration.
- May have poor social skills.

Strategies . . .

- Establish trusting and respectful relationships.
- Use simple and clear directions; may need to use one-step directions due to the student's processing difficulties.
- Allow the student time to respond to your directions.
- Capitalize on the student's strengths.
- Intervene early when "situations" begin.
- Keep calm when dealing with the student's behavior.
- Use praise and encouragement.



Physically Impaired *Challenges*

There are three disability categories that fall under the “Physically Impaired” category:

- Orthopedically Impaired (OI)
- Traumatic Brain Injury (TBI)
- Other Health Impaired (OHI)

Orthopedically Impaired *Challenges . . .*

- Students with severe skeletal, muscular, or neuromuscular impairment, such as cerebral palsy, amputations, etc.
- They have limited strength, vitality, or alertness due to chronic or acute health problems.
- They may need:
 - Physical assistance
 - Specialized seating
 - Adaptive equipment



Strategies . . .

- Communicate regularly with the parents and teachers.
- Establish good relationships with students; treat students with respect.
- Allow the students to do as much as possible for themselves.
- Be sure to provide all staff training in securement/adaptive devices.
- Access available resources as needed, such as the student's Occupational Therapist (OT) or Physical Therapist (PT).



Traumatic Brain Injury *Challenges . . .*

- Open or closed head injuries may result in impairments in one or more of the following areas:

cognition;

memory;

reasoning;

judgment;

perceptual and motor abilities;

psychosocial behavior;

information processing;

language;

attention;

abstract thinking;

problem-solving;

sensory;

physical functions;

speech.

Strategies . . .

- These students may display disruptive behaviors – non-compliance, aggression, poor social skills.
- They may display mood swings, impulsivity, and poor judgment.
- Be patient and sensitive to the needs of these students.
- Seek assistance from the teacher/parents about how to handle the student's specific needs and behaviors.

Other Health Impairments *Challenges*

- Other Health Impairments (OHI) means having limited strength, vitality, or alertness due to chronic or acute health problems such as a heart condition, tuberculosis, rheumatic fever, asthma, sickle cell anemia, hemophilia, epilepsy, leukemia, diabetes, and others that adversely affect a child's educational performance.
- In 1997, attention deficit disorder (ADD) and attention deficit hyperactivity disorder (ADHD) were included in the definition of "Other Health Impairments."

Strategies . . .

- Be patient and sensitive to the needs of these students.
- Seek assistance from the teacher/parents about how to handle the student's specific needs.
- The school nurse or other health providers can share information and provide training on an as-needed basis.

ADD & ADHD

Challenges . . .

Attention Span

- Short
- Does not listen when spoken to
- Does not follow instructions
- Easily distracted; loses things
- Forgetful

Hyperactivity

- Fidgets; squirms in seat
- Gets out of seat
- Talks excessively, loudly

Impulsivity

- Difficulty waiting for turn
- Interrupts/intrudes on others

Other Concerns

- Medication issues
- Doesn't handle changes well
- Easily frustrated; stress/fatigue increase poor behavior

Strategies . . .

- Give clear rules and maintain routines.
- Praise immediately any positive behavior.
- Find ways to encourage the student.
- Give step-by-step directions; make sure that the student is following the directions.
- Allow the student to have an activity on the bus to channel his/her energy.
- Remain calm; be patient; avoid debating with the student.
- Avoid ridicule and criticism (ADD/ADHD students have difficulty maintaining control).
- Separate challenging students; assign seats.
- Talk with the teacher and parents to learn effective strategies.



Medically Fragile Students

Challenges . . .

- Varying severity of medical problems;
could be life-threatening
- Often dependent on medical equipment
- Often requires additional staff on the bus
(nurse, monitor)
- Specialized training may be required
- Do Not Resuscitate Orders (DNR)
 - Follow the district policy

Strategies . . .

- Provide 1:1 staff, when necessary (as determined by the IEP team).
- Monitor closely during bus ride.
- Provide staff with training.
- Communicate regularly with other caretakers.
- Develop detailed evacuation plans.
- Create staff support systems.
Monitor staff stress levels.



Speech and Language Impaired *Challenges*

Language Impaired

- Students who are language impaired have difficulty either understanding language or expressing themselves.
- Often these students also lack social skills and may not understand facial expressions, idiomatic expressions, or sarcasm.
- Students with a severe language impairment often have a learning disability, also.

Speech Impaired *Challenges*

- These students may have an impairment in one of the following areas:
 - articulation (problems with pronunciation of sounds and words, e.g., “wabbit for rabbit”)
 - fluency (stuttering)
 - voice (abnormal quality, pitch, loudness, resonance, or duration)

- Most speech impairments are correctable and students need services for only a short period of time.

- The student with a speech impairment may appear no different from other students visually or physically.

Strategies . . .

- Keep the bus rules and instructions simple.
- Recognize that it is difficult for language impaired students to handle a series of instructions.
- Allow the student time to process your instructions before responding.

When working with students with special needs . . .

- Remember that each student is an *individual*.
- While they may have similar characteristics, respect their *uniqueness*.
- Collaborate with teachers, parents, and other staff to provide the best and safest transportation services possible!

Effective Behavior Management for All Students

- Keep rules to a minimum – 4-6 max!
- Establish rules and consequences for misbehavior on the first day.
- Enforce rules consistently and fairly.
- Give clear, concise directions.
- Use a calm, quiet, gentle voice.
- Encourage and praise positive behavior –
Catch students doing good!



Communication

Nonverbal Communication

- voice tone, volume, and rate
- body positioning, facial expressions, and gestures
- personal space

Active Listening

- Give speaker your attention.
- Maintain eye contact.
- Acknowledge the message.
- Show empathy, if appropriate.
- Ask what can be done.



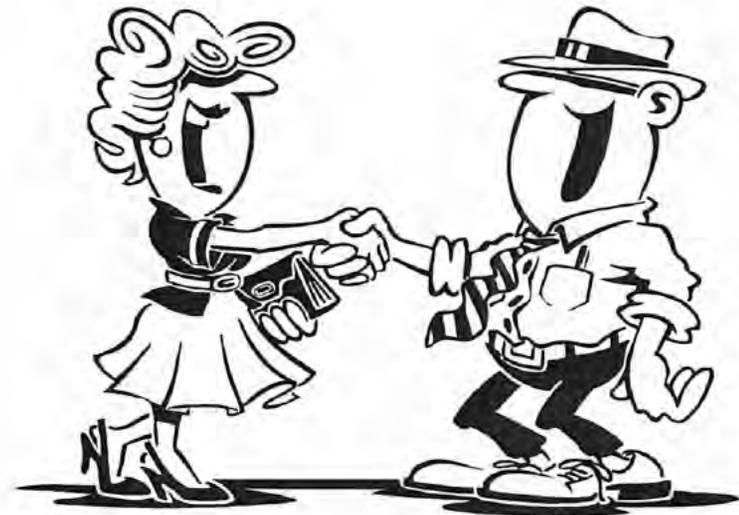
Communication

Communication with Students

- Develop a positive relationship with each student.
- Keep instructions simple. Repeat them if necessary.
- Make sure students understand what you are saying.

Communication with Parents

- Respect parents.
- Share positive information.
- Allow parents to share concerns.
- Communicate on a regular basis.



Communication with School

- Collaborate with school personnel.
- Communicate regularly.

Assistive Equipment

Some students with disabilities require assistive equipment and/or devices during the school day or when being transported on the school bus.

Some common types of supportive equipment include:

- Wheelchairs
- Walkers
- Oxygen



Loading the wheelchair

- Position one person inside the bus to operate the lift; have the other person stay outside the bus to assist the student onto the lift.
- Secure the door.
- Lower the lift.
- Load the student by backing the chair onto the lift.
- Set the wheel locks.
- Check for clearance.
- Raise the lift; have the person on the ground hold onto the chair while the lift is being raised.
- The person inside the bus will pull the wheelchair off the lift into the bus.



Unloading the wheelchair

- When unloading a wheelchair, reverse the procedures for loading.

Power Wheelchairs

Power wheelchairs are loaded like manual wheelchairs except for the following:

- The power is switched off at the joystick before operating the lift.
- The wheel locks are engaged.
- For some chairs, the gears on the motors must be disengaged so that the adult can manually push the wheelchair onto the lift.
- The gears on the motors should be re-engaged to set the internal locking mechanism while the wheelchair is on the lift.
- The gears need to be disengaged to manually pull the power wheelchair into the bus.



POWER WHEELCHAIRS SHOULD NOT BE DRIVEN ON OR OFF THE BUS LIFT WHEN IT IS IN A RAISED POSITION.

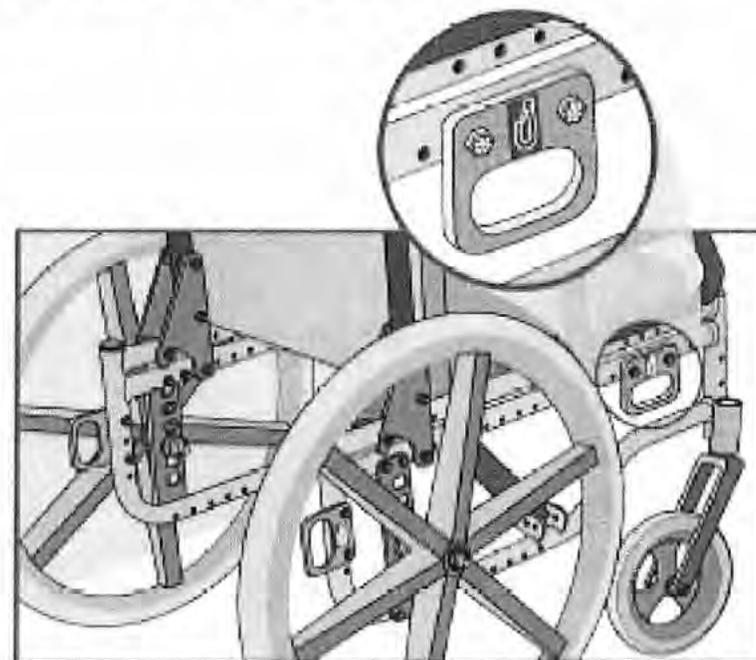
Wheelchair Tiedown Occupant Restraint System (WTORS)

- It is important to use a complete WTORS to secure the wheelchair and provide the wheelchair occupant with a properly designed and tested seatbelt system.
- Always use a WTORS that has been crash tested.
- To protect the occupant, a seatbelt system with both pelvic and upper torso belts must be used.



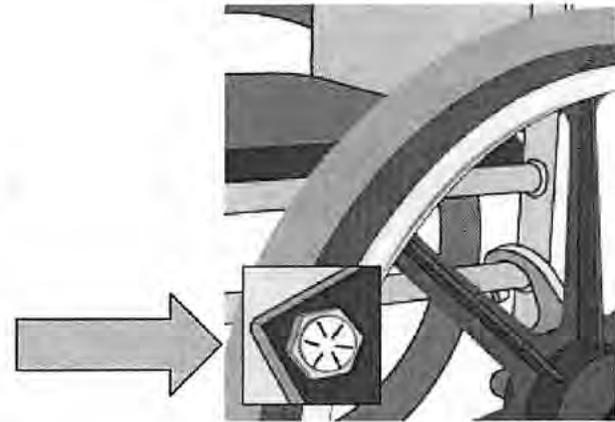
WC 19/ Transit Wheelchair

- It is best if you have a wheelchair that has been designed and tested for use as a seat in motor vehicles, often referred to as a WC19 wheelchair or a transit wheelchair. These wheelchairs comply with ANSI/RESNA WC19, a voluntary standard developed by safety and rehabilitation experts. Wheelchairs that meet the design and performance requirements of this standard will be labeled to show that they comply with WC19.
- Most importantly, a WC19 wheelchair has four crash-tested securement points to which tiedown straps and hooks can be easily attached. These points are clearly marked with a hook symbol.
- If a WC19 wheelchair is not available, the next best choice is a wheelchair with an accessible metal frame to which tiedown straps and hooks can be attached at frame junctions.



WTORS

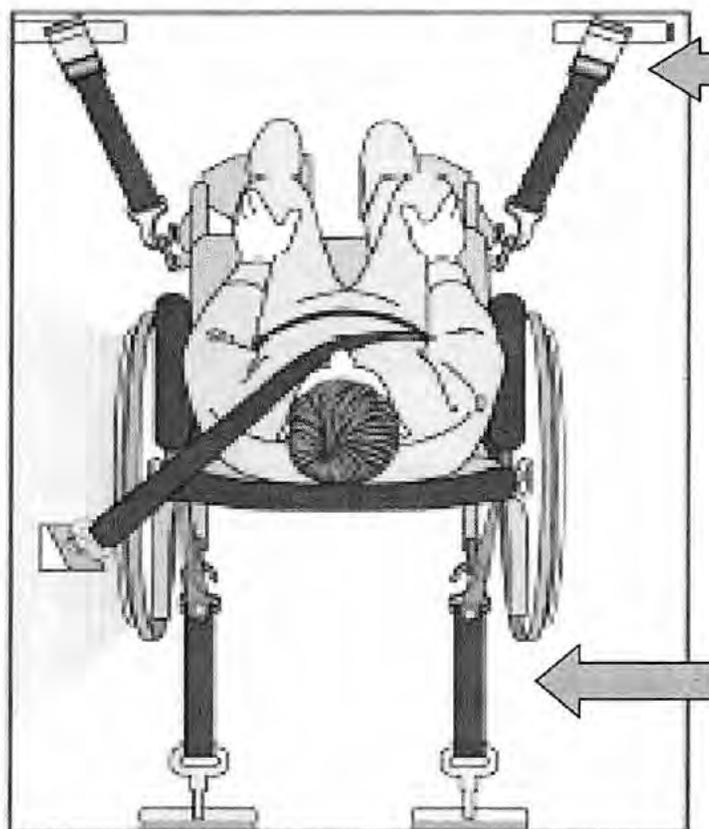
- It is best to attach the tiedown straps to welded junctions of the wheelchair frame or to other structural areas where the frame is fastened together with hardened steel bolts indicated by six raised lines or bumps on the bolt head.
- **Do not attach tiedowns to adjustable, moving, or removable parts of the wheelchair such as armrests, footrests, and wheels.**
- When securing non-WC19 wheelchairs, choose structural securement points as close to the seat surface as possible to provide greater wheelchair stability during travel.
- It is best if the rear securement points are high enough to result in angles of the rear tiedown straps between 30 and 45 degrees to the horizontal.
- Mixing wheelchair securement points between the seat and base can result in the tiedown straps becoming slack if the angle of the seat changes during a crash.



Securing the Wheelchair

- Center the wheelchair between the tracks.
- Set the wheel locks on both sides.
- The front straps and rear straps should be the same type; do not interchange systems.
- When securing wheelchairs, use four straps.
- If the wheelchair and occupant exceed 275 lbs, two additional rear straps may be used.

Wheelchair Securement System



- The front tiedown straps should anchor to the floor at points that are spaced wider than the wheelchair to increase lateral stability during travel.
- It is best if the floor anchor points for the rear tiedown straps are located directly behind the rear securement points on the wheelchair.

Rear Straps

- Hook the rear straps first in the inner tracks.
- Secure the straps at a 30 to 60 degree angle (45 degree angle is the best).
- Secure the upper part of the strap into the lowest point of the wheelchair on a secure part of the frame.
- Secure to a structurally firm location on the frame.
- After securing the straps, release the wheelchair locks and pull the straps tight.
- Reset the wheelchair locks.

Front Straps

- Hook the front straps in the outer tracks.
- Secure the straps at a 30 to 60 degree angle (45 degree angle is best).
- Secure the upper part of the strap into the lowest forward point of the wheelchair on a secure part of the frame.
- Tighten straps.



Tilt 'n Space Wheelchair



With a tilt 'n space wheelchair, make sure to attach both the front and rear straps to either the seat frame or to the base frame.

Occupant Securement System

- Hook the lap belt adjustment straps to the back floor tracks. Usually they will hook behind the rear straps.
- Insert the side lap belt pelvic strap and secure it to the lap belt adjustment straps.
- Lap belt should be low and snug across the pelvis.
- Tighten the lap belt at the bottom and then tighten the shoulder harness.
- The shoulder harness should be over the shoulder and across the upper chest-- NOT ACROSS THE NECK.
- Check the student for comfort.

Occupant Securement Straps



- A diagonal shoulder belt should cross the middle of the shoulder and the center of the chest and should connect to the lap belt near the hip of the rider.
- The lap belt should be low and snug across the pelvis.

Other Important Points

- Read and follow all manufacturers' instructions.
- It is best to ride with the wheelchair backrest positioned at an angle of 30 degrees or less to the vertical. If a greater recline angle is needed, the shoulder belt anchor point should be moved rearward along the vehicle sidewall so the belt maintains contact with the occupant's shoulder and chest.
- Maximize the clear space around the rider to reduce the possibility of contact with vehicle components and other passengers in a crash. Cover vehicle components that are close to the rider with dense padding.
- Check WTORS equipment regularly and replace worn or broken components. Keep anchorage track free of dirt and debris.
- If a WTORS and wheelchair have been involved in a vehicle crash, check with the manufacturers to determine if the equipment needs to be repaired or replaced.

Other Important Points (continued)

- If possible, remove hard trays and secure them elsewhere in the vehicle to reduce the chance of rider injury from contact with the tray. Consider the use of foam trays instead of rigid trays during transit. If it is not possible to remove a hard tray, place dense padding between the rider and the tray and make sure that the tray is securely attached to the wheelchair so it will not break loose and cause injury to other occupants in a crash.
- A properly positioned headrest can help protect the neck in a rear impact.
- If it is necessary to use a head and neck support during travel, soft neck collars are safer than stiff collars or head straps, which could cause neck injury in a crash. The soft collar should not be attached to the seating system.
- Secure medical and other equipment to the wheelchair or vehicle to prevent it from breaking loose and causing injuries in a crash.

Oxygen Securement

Some students may need oxygen to assist them with breathing difficulties. Oxygen is safe for transporting on the school bus with proper planning and securement.

If the oxygen is attached to the wheelchair, remove it prior to transporting.

- One tank per student if possible.
- No need for a placard.
- Never put equipment in head impact zone.
- Have a backup plan in case of breakdowns or accidents. A spare bus should be equipped to transport the oxygen.



Seizures

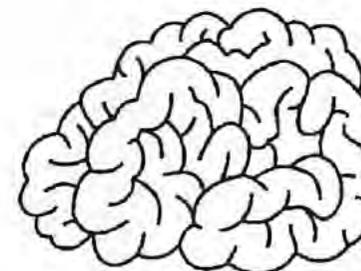
Seizures may occur with ESE students. Drivers should be able to recognize the types of seizures and know what type of action to take when a student has a seizure.

Absence seizures (petit mal seizures)

- lapse of consciousness - glassy stare
- no response - may sit, stand, or walk
- fidget with clothing aimlessly
- appear to be drugged
- smack lips

Generalized tonic clonic seizures (grand mal)

- violent shaking
- loss of consciousness; last two to five minutes



Actions to take:

- Turn student on side.
- Refrain from restraining student.
- Remove harmful objects from area.
- Loosen clothing.
- Note length of seizure and motor activity.
- Note behavior after seizure.

Emergency Information

- Emergency information for students with disabilities should be maintained on the bus. The information should be updated at least annually or more often as changes occur. Information should include parent, emergency contact, and general student information, as well as specific needs and limitations of each student.
- According to s. 1006.063(6), F.S., each district school board shall establish emergency procedures in accordance with s.381.0056(5) for life threatening emergencies.

Evacuations

When to Evacuate:

- Evacuations should not be performed automatically after every collision or incident. For instance, after most “fender-bender” bus crashes, children will usually be safer inside the bus until emergency help arrives.

Reasons for an Emergency Evacuation:

- Fire or smoke on the bus
- Suspected fire (smelling something hot or noticing a strong fuel smell)
- Inoperable bus in danger of being hit by other vehicles (i.e., on a railroad track, on the edge of an embankment, under the brink of a hill, on a sharp curve, heavy fog conditions)
- Flooding conditions

Specific Bus Evacuation Plan

- Each bus operator should have a specific evacuation plan for his/her bus that addresses the individual needs of each student on the bus.
- The bus operator should have a diagram of his/her bus and include the following in the plan:
 - Names of each student and seat location;
 - Next to the student's name, indicate the following information, as appropriate:
 - Child Safety Restraint System
 - Hearing or Visually Impaired or Non-verbal
 - Other special needs that would affect the student's ability to safely evacuate the bus

Specific Bus Evacuation Plan

The plan should include the best method of evacuation for each student (may need input from teacher, physical therapist, and/or parent), such as:

- Student walks with/without assistance,
- Remove student from wheelchair for evacuation,
- Student should be carried or dragged,
(Dragging is usually more effective than lifting or carrying heavier students. A blanket or coat can be used for dragging.)
- More than one adult will be needed to carry or drag the student, or
- Keep the student in wheelchair for evacuation.

If a student is non-ambulatory, the bus operator and attendant should receive special training on how to safely evacuate the student.

Evacuation Drills

- The purpose of school bus evacuation drills is for the bus operator, bus attendant, and each student riding the bus to understand and practice what to do in case of an emergency.
- Evacuation drills should be held at least two times per year with the times and dates of such drills coordinated between the transportation department and school principals.
- All students are required to participate in the drills unless their disability would prevent their participation.
- Parents should be notified of the drills in case they may want to be at the school during the drill.

Websites for Student Transportation

- DOE memorandums, reports, and other documents related to transportation

<http://info.fldoe.org/docushare/dsweb/View/Collection-100>

- Safe Ride Brochure

http://www.travelsafer.org/RideSafe_Web.pdf

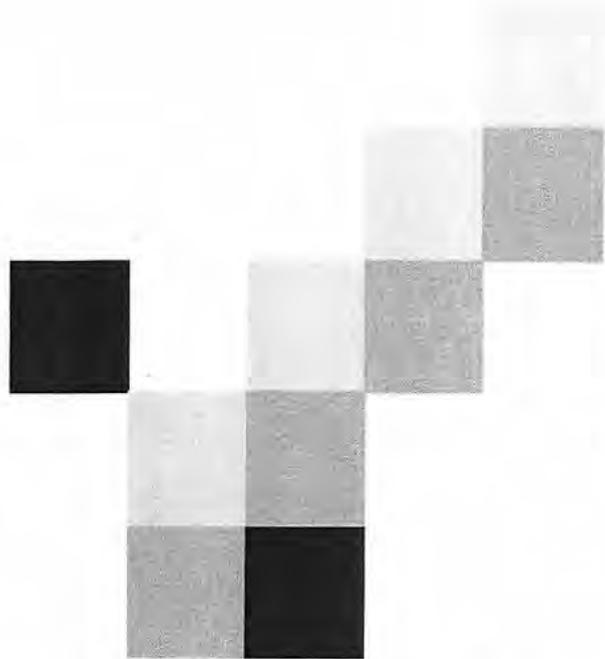
UNIT XI TEST

1. Students may have special needs, and the school bus driver should be informed of the students' needs and receive appropriate training.
 - a. True
 - b. False
2. FAPE means that a child with a disability will receive a free appropriate public education – an education that does not cost his family money and will meet his/her specific needs.
 - a. True
 - b. False
3. The Family Education Rights and Privacy Act (FERPA) and the Florida law regarding student records allow school bus drivers to view the students' records because they are "school officials" with a "legitimate educational interest" to have information to safely transport the students.
 - a. True
 - b. False
4. An effective communicator will use "active listening" skills.
 - a. True
 - b. False
5. If one of your students has a seizure, you should
 - a. Remain calm
 - b. Remove harmful objects from the area
 - c. Note length of seizure and motor activity
 - d. All of the above
6. Students with disabilities should never be included on a bus with their non-disabled peers.
 - a. True
 - b. False
7. With students who are mentally impaired, the driver should
 - a. Use clear, simple directions
 - b. Repeat statements if necessary
 - c. Be consistent and firm when dealing with them
 - d. All of the above

8. With students who misbehave on the bus, the driver should do the following:
 - a. Enforce the rules consistently and fairly
 - b. Encourage and praise positive behavior – catch the student being good
 - c. Defuse situations early on; look for nonverbal cues that the student is going to “blow”
 - d. All of the above

9. Students who are transported in wheelchairs do not have to wear the lap/shoulder belts if they don't want to.
 - a. True
 - b. False

10. District Question



UNIT XII

SCHOOL BUS PASSENGER FIELD AND ACTIVITY TRIPS

Topics to be discussed:

Prior planning can prevent unexpected problems

- Route Planning
- Emergency Preparations
- Extra Risks
- Responsibilities
- Problem Causing Situations



Route planning

- Plan routes in sufficient detail so that travel times can be reasonably estimated.
- Plan stops for food, fuel, and comfort.
- Be familiar with the route. Know where bridges and tunnels are located. Provide maps.
- Consider tolls and who will pay them.
- Know where bus parking is located.
- Discuss final considerations or special instructions.



Emergency Preparation

- Emergency phone numbers
- Insurance information
- Vehicle registration
- Extra clothing in case of inclement weather
- Radio or cellular phone
- Medical information on students
- Evacuation procedures



Extra Risks

Field and activity trips can pose a greater risk to student safety than routine travel between home and school for several reasons, including:

- Drivers are often unfamiliar with the route.
- Driving speeds are usually higher.
- Trips often take place at night.
- There is greater potential for fatigue.
- Students are often not regular bus riders and may be unfamiliar with safety rules.
- Students and chaperons can be distracted by the excitement of the event or competition they are attending.

Responsibilities

Typical groups and group leaders

- Team/Coach
- Class/Teacher
- Group/Chaperon



Responsibility is shared by the operator and group leader.

Operator responsibilities

- Obeying all safety regulations
- Reviewing bus rules
- Controlling emergency situations
- Reviewing emergency evacuation plan with all passengers before each trip
- Maintaining safe vehicle condition

Group leader responsibilities

- Relaying trip plans
- Providing passenger information
- Supervising at food stops
- Field trip activity
- Head counts/Assembly of students
- Passenger instructions
- Assisting with emergency evacuations and instructions

Responsibilities

Joint Responsibilities of Group Leaders and Operators

- Select rest, food, and fuel stops
- Maintain passenger control
- Ensure that all aisles are clear and items secured
- Aisles must never be blocked with coolers and equipment (Rule 6A-3.0171, FAC)



Student Responsibilities

- To conduct themselves in the same manner as they conduct themselves in the classroom

Problem-Causing Situations

- Plan sufficient rest stops
- Expect the passengers to be excited
- Discuss rules and expectations with group leaders before departing on trip



Fatigue

- Operators should plan to have sufficient rest and comfort stops.
- There should be no more than 90 minutes of driving between stops.



Excitability

- Operators should recognize that this will occur because of the nature of the trip.
- An opportunity should be provided for students to vent some of this excitement before it becomes a problem.
- The group leader or chaperon should handle problems arising from this situation.



Depression

- Operators should recognize that this condition could occur and call it to the attention of the group leader or chaperon.
- The group leader or chaperon should be alert for this condition and deal with it on a one-to-one basis with the affected student.



Discomfort

- The operator should be alert to conditions that could lead to student discomfort.
- The temperature of the bus should be closely monitored and sufficient fresh air should be provided.
- The operator should be aware of the students who have specific medical conditions requiring climate control (heat or air conditioning).



Misunderstanding Guidelines



- Operators should discuss with the group leader or the chaperon the guidelines to be followed during the field trip.
- The group leader or chaperon should discuss guidelines with the students before the trip begins.

Summary

- Route planning
- Emergency preparations
- Extra risks
- Responsibilities
- Problem-causing situations

UNIT XII TEST

1. Who is in charge on the school bus field trip?
 - a. Principal
 - b. School Bus Operator
 - c. Superintendent
 - d. Teacher

2. If the field trip is scheduled to leave at 9:00 am, the operator should arrive at the pick-up location when?
 - a. 1 Hour early
 - b. 30 minutes early
 - c. 15 minutes early
 - d. At scheduled time

3. The person or persons responsible for the safety of the students while on the trip is the sponsor of the trip.
 - a. True
 - b. False

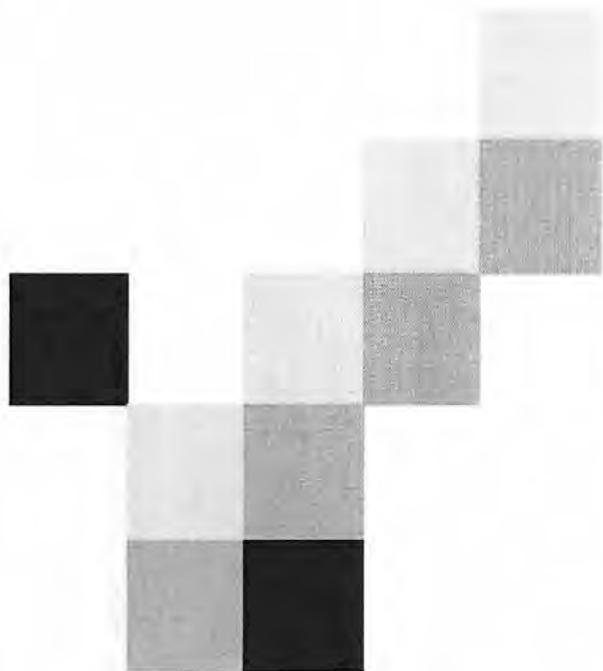
4. Name one way to prevent operator fatigue:

5. Maintaining passenger control is the responsibility of the bus operators and chaperons.
 - a. True
 - b. False

6. Toll charges are the responsibility of the school bus operator.
 - a. True
 - b. False

7. Special stops along the way should be planned in advance.
 - a. True
 - b. False

8. When estimating travel time, what situations should be considered?
 - a. Bridges and tunnels
 - b. Irate motorists
 - c. Green-colored vehicles
 - d. Other school buses



UNIT XIII

SCHOOL BUS DRIVER BEHIND-THE-WHEEL TRAINING

Cul-de-sac



Passing



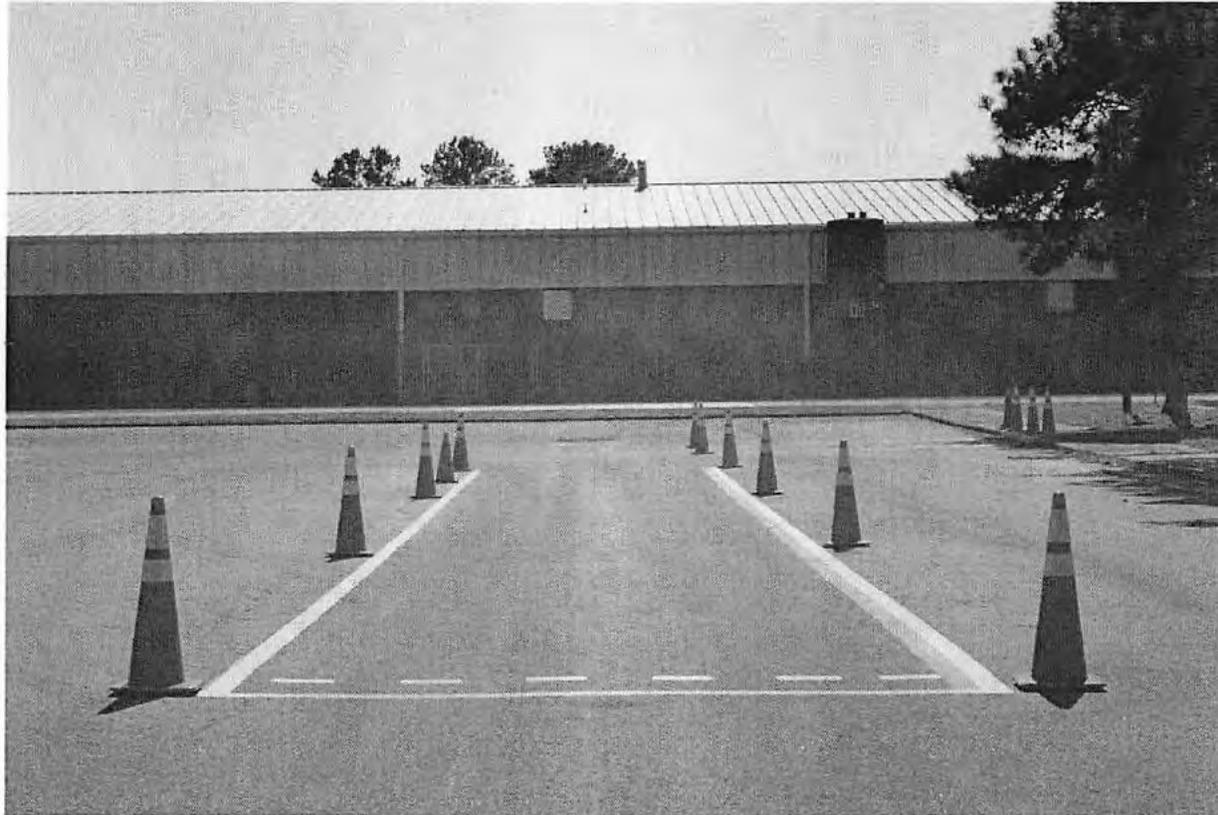
Driving in a Straight Line



Width Reduction



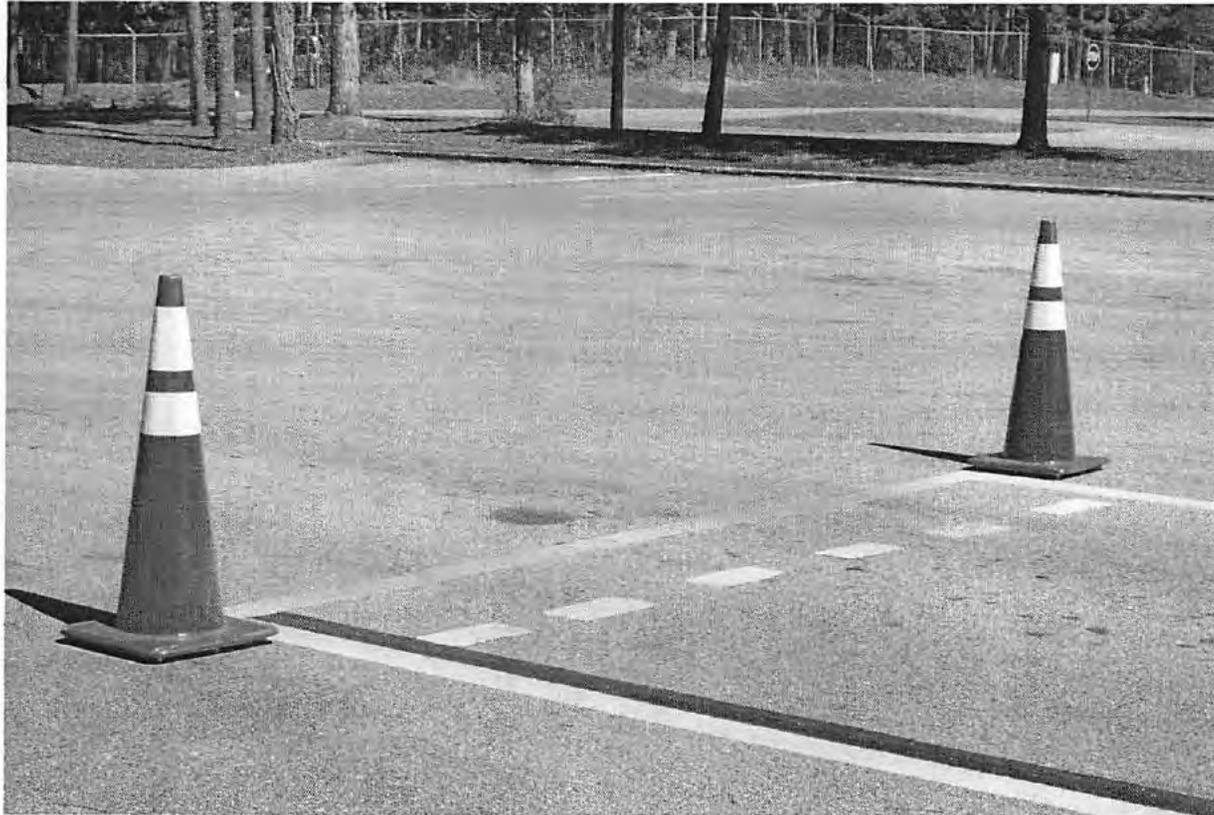
Applying Brakes



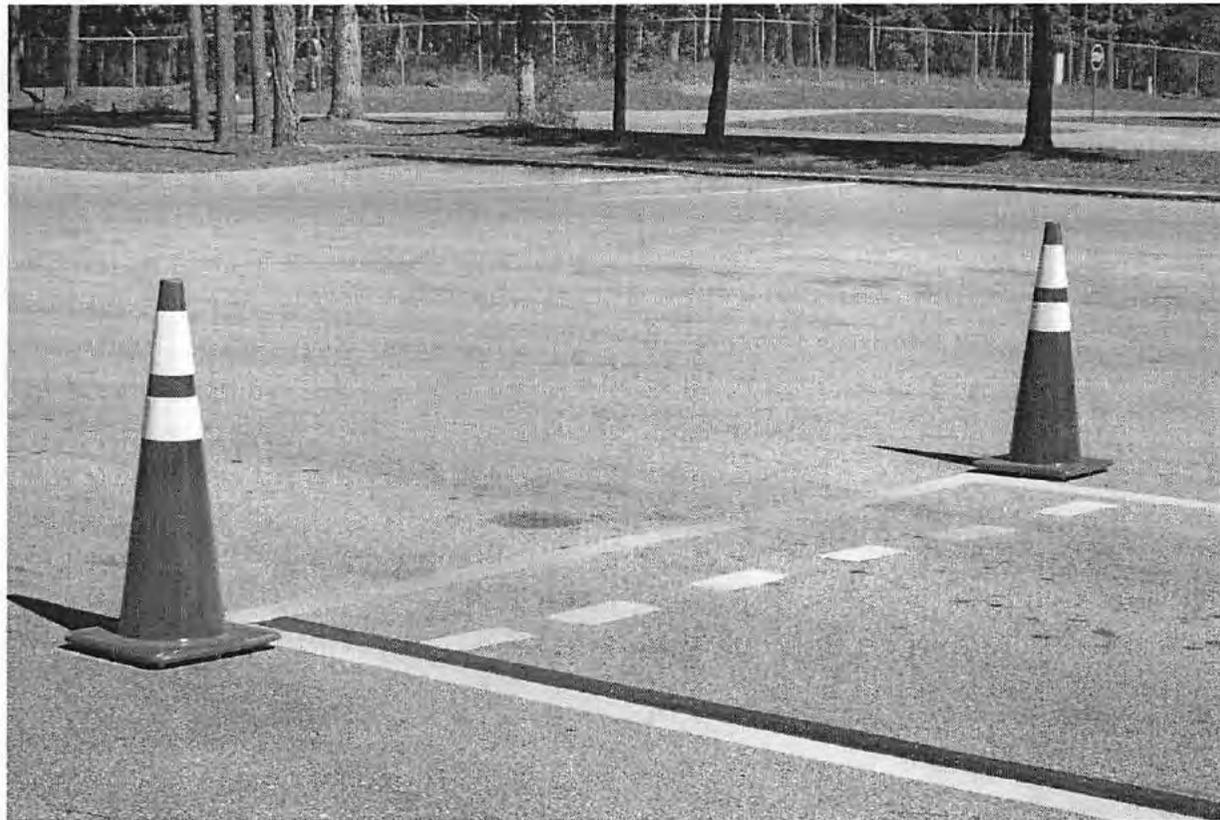
Starting and Stopping on a Grade



Judging Distances



Judging Distances and Reacting Appropriately



Steering Effectively



Reverse



Turnarounds



Right and Left Turns



Student Stops



Railroad Grade Crossing



Intersections



Steep Inclines and Declines

Review the Following Procedures:

Downgrade

1. Stay to the right.
2. Check mirrors for traffic control.
3. Proceed along downgrade in a lower gear.
4. Snub brakes to maintain vehicle speed five mph lower than posted speed limit.

Upgrade

1. Stay to the right.
2. Check mirrors.
3. Proceed along upgrade in a lower gear. At top of grade, test brakes.

Bottom of Grade

1. Shift to drive.

Route

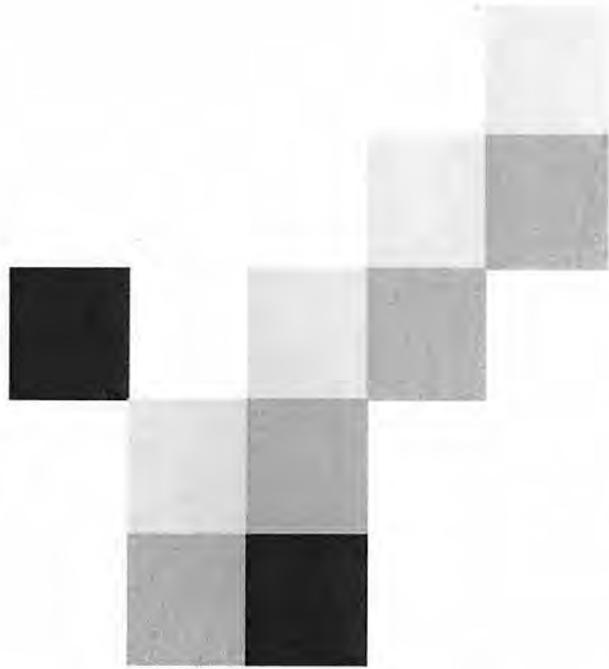


Summary

- As training progresses, the trainee should experience different types of road and traffic conditions such as freeway, rural, urban, and night driving. The trainee also should become familiar with special hazards, such as steep grades, bad curves, or other characteristics of the locality that might affect the operation of the school bus. This experience should include practice driving on school grounds, at school loading zones, and leaving different school sites.
- In addition, the trainee should have experience driving different types of buses, including van conversions and larger buses with different transmissions, brakes, and engines.

UNIT XIII TEST

1. An "8 and 2" position on a steering wheel is permitted.
 - a. True
 - b. False
2. The trainee will experience different types of road and traffic conditions.
 - a. True
 - b. False
3. Before turning around at a school bus stop, an operator should always load the students first.
 - a. True
 - b. False
4. Approximately 25 percent of crashes involving school buses occur at intersections each year.
 - a. True
 - b. False
5. The most potentially dangerous school bus crash is one involving a school bus and a moving train.
 - a. True
 - b. False
6. Backing the bus or using reverse is suggested anytime.
 - a. True
 - b. False
7. 15-20 percent of school bus crashes occur while vehicles are being operated in reverse.
 - a. True
 - b. False
8. District Question
9. District Question



UNIT XIV

COMMERCIAL DRIVERS LICENSE PRE-TRIP INSPECTION

Requirements to obtain a Class B Commercial Driver's License:

To obtain this license four written tests are required:

- General Knowledge
- Air Brakes
- Passenger
- School Bus



After passing these tests, a six-month temporary permit will be issued.

Requirements to obtain a Class B Commercial Driver's License:

These tests consist of:

- Pre-Trip Inspection
- Basic Control Skills
- Road Test



PRE-TRIP INSPECTION

The operator must be familiar with specified mechanical parts that may cause the bus to be unsafe for operation. Operators will be tested on their ability to name selected items and explain in detail the condition of the items.

The following steps should be followed when performing the pre-trip test:

- 1) Inspect the engine compartment.
- 2) Perform the in-vehicle checks.
- 3) Shut down the engine.
- 4) Perform the external inspection. (For the external inspection, an operator has to inspect one side of the vehicle.)



PRE-TRIP INSPECTION

Each of the following items must be checked:

LEAKS (Engine compartment)

- Description: Fluid leaks from engine.
- Check for any fluids that have leaked under the bus.

POWER STEERING FLUID

- Description: Hydraulic fluid for assisting steering action to front wheels.
- With engine stopped, operator states he or she will pull out dipstick and check fluid level.

OIL LEVEL

- Description: Dipstick used to measure amount of oil for engine lubrication.
- With engine stopped, pull out dipstick and check the level of the oil.

COOLANT LEVEL

- Description: Cools the engine.
- Check reservoir or remove the radiator cap and check level. Do not remove the cap if a sight glass is available.

PRE-TRIP INSPECTION

Each of the following items must be checked:

ENGINE COMPARTMENT BELTS

- Function: Drives the alternator, maintains air pressure in brake system, and drives water pump
- Check the following belts for snugness (up to 3/4 inch play at center of belt), cracks, or frays:
 - Power steering belt
 - Water pump belt
 - Alternator belt
 - Air compressor belt

Notes:

- If any of the components listed above are not belt driven, you must tell the tester which component(s) are not belt driven.
- Make sure all components are operating properly, are not damaged or leaking, and are mounted securely.

PRE-TRIP INSPECTION

Each of the following items must be checked:

FRAME (front & rear)

- Function: Structural member for supporting vehicle body over wheels.
- Ensure no cracks or bends in longitudinal frame are visible. No loose, cracked, bent, broken, or missing cross members.

SPRINGS (front & rear)

- Function: Leaf or coil springs for dampening wheel vibration forces created by rolling over road surfaces.
- Check for broken or missing leaves or leaves that have shifted and are in contact with a tire, rim, brake drum, frame, or body. For coil spring, driver looks for broken or distorted spring.

SPRING MOUNTS (front & rear)

- Function: All brackets, bolts, and bushings used for attaching spring to axle and vehicle frame.
- Check for cracked or broken spring hangers or broken, missing, or loose bolts. Also, check for missing or damaged bushings or broken, loose, or missing axle mounting parts.

SHOCK ABSORBERS (front & rear)

- Function: Hydraulically operated units used for dampening wheel vibration forces created by rolling over road surfaces.
- Check that shock absorbers are properly attached to both the axle and the frame. Make sure they are not leaking or bent.

PRE-TRIP INSPECTION

Each of the following items must be checked:

STEERING BOX

- Function: Contains mechanism that transforms steering column action into wheel turning action.
- Check for missing bolts, nuts, and cotter keys. Also check for leaks or damage to hoses.

BRAKE CHAMBERS (front & rear)

- Function: Converts air pressure to mechanical force to operate wheel brakes.
- Check for cracks, dents, and secure mounting.

STEERING LINKAGE

- Function: Transmits steering action from steering box to wheels.
- Check connecting links, arms, and rods for cracks. Make sure joint sockets are not worn or loose. Check for loose or missing nuts or bolts.

BRAKE HOSES (front & rear)

- Function: Carries air or hydraulic fluid to wheel brake assemblies.
- Check for cracked, worn, or frayed hoses and confirm couplings are secure.

PRE-TRIP INSPECTION

Each of the following items must be checked:

SLACK ADJUSTERS (front & rear)

- Function: Linkage from brake chamber to brake shoe to activate brakes.
- Check for broken, loose, or missing parts. The angle between the push rod and adjuster arm should be a little over 90 degrees when brakes are released and not less than 90 degrees when brakes are applied. When pulled by hand, brake rod should move no more than approximately one inch.

BRAKE DRUMS (front & rear)

- Function: Brake shoes rub on inside of drum to slow vehicle down.
- Check for cracks, dents, or holes. Make sure there are no loose or missing bolts and brake linings (where visible) are not worn dangerously thin.

RIMS (front & rear)

- Function: Retains tires on wheels.
- Check for bent or damaged rims. Rims should not have welding repairs or rust trails that indicate the rim is loose on the wheel.

TIRES (front & rear)

- Function: Road wheel tires.
- Check tread depth for a minimum of 4/32 inch on front tires and 2/32 inch for rear tires. Check inflation with a pressure gauge. Make sure tread is evenly worn, with no cuts or other damage to tread or walls. Valve stem and cap should be in good condition. Front tires may not be retreads.

PRE-TRIP INSPECTION

Each of the following items must be checked:

HUB OIL SEALS (front & rear)

- Function: Seals in lubrication for wheel hub.
- Check wheel hub oil seal for leakage and, if sight glass is present, check level.

EXHAUST SYSTEM

- Function: External piping for conducting combustion gases from engine.
- Check for secure mounting. Make sure there are no cracks, holes, severe dents, or leakage.

SPACERS

- Function: Axle collar between dual wheels to keep wheels evenly separated.
- Check that tires are evenly spread and not touching one another and that nothing is wedged between tires. Some buses will not have spacers. Make sure there are no foreign objects between the wheels.

SPLASH GUARDS

- Function: Used to prevent road materials from being thrown by vehicle tires.
- If equipped, check that splash guards or mud flaps are not damaged and are mounted securely.

BATTERY BOX

- Function: Battery and box or cage that holds battery in place.
- Wherever located, see that battery(ies) are secure, connections are tight, and cell caps are present. Battery connections should not show signs of excessive corrosion. Battery box and cover (or door) must be secure.

PRE-TRIP INSPECTION

Each of the following items must be checked:

LIGHTS (Front)

- Function: Headlights, directional signals, emergency flashers, clearance lights, and identification lights.
- Check that all lights illuminate and are clean. Headlights must function on high and low beam, with no cracked or missing lenses.

LIGHTS AND REFLECTORS

- Function: Lights and reflectors used to show vehicle clearances.
- Check that reflectors are clean and none are missing or cracked. The proper color is red on rear and amber elsewhere. Clearance lights must be in working order, with none missing or cracked. The proper color is red on rear and amber elsewhere.

DIRECTIONAL AND BRAKE LIGHTS (Rear)

- Function: Brake lights, directional signals, and emergency flashers.
- Check that all the lights are working, with no missing or cracked lenses.

PASSENGER ENTRY

- Function: Bus door used for normal entry or exit.
- Check door for proper operation. Entry steps should be clear and tread should not be worn or loose. Step well light must be operational and not cracked.

MIRRORS

- Function: Side mirrors for rear view of traffic.
- Check for proper adjustment, cleanliness, cracks, or loose fittings.

PRE-TRIP INSPECTION

Each of the following items must be checked:

FUEL TANK

- Function: Holds the fuel.
- Check that tank is secure, with no leaks or damage.

GEARSHIFT

- Function: Disengages engine from drive train so vehicle will not move; reduces load on starting motor.
- On automatic transmission, the selector should be in park or neutral, whichever is applicable.

OIL PRESSURE

- Function: Ensures that engine oil pressure is adequate.
- Check that oil pressure is building and the gauge shows increasing or normal oil pressure.

AMPMETER/VOLTMETER

- Function: Shows if alternator is functioning.
- With the engine running, the driver must check that the gauge shows that the alternator is charging.

AIR BUZZER SOUND

- Function: Alarm for low air pressure.
- Check if air pressure is low. The low air pressure warning will sound immediately after the engine starts but before the air compressor has built up pressure. The driver should let air pressure build to governed cut-off pressure, which should occur between 100 & 125 psi. The low air pressure warning should stop when the air pressure gets to 60 psi or more.

PRE-TRIP INSPECTION

Each of the following items must be checked:

WIPERS

- Function: Cleans precipitation from windshield.
- Check for rubber on blades and that wipers are in working order.

LIGHTING INDICATORS

- Description: Dashboard indicator lights for signals, flashers, and low/high headlight beams.
- Check to ensure all are working properly.

HEATER/DEFROSTERS

- Function: Heats cab or passenger compartment and prevents frost or condensation from forming on windshield.
- Check that heater/defroster works on high and low settings.

STEERING PLAY

- Description: Amount of movement in the steering wheel.
- Power steering- With engine running, check to see that steering has less than 5-10 degrees of movement in the steering wheel.

WINDSHIELD

- Check for cracks, dirt, illegal stickers, or other obstructions of view.

HORN

- Description: Air or electrical horn
- Check to ensure that horn is working.

PRE-TRIP INSPECTION

Each of the following items must be checked:

SAFETY EMERGENCY EQUIPMENT

- Function: Equipment used during a breakdown or at a crash scene.
- Check for:
 - Electrical fuses located in glove box. (Must be mentioned on the test.)
 - Three red reflectors in good working order and securely mounted in the driver's compartment area.
 - A fire extinguisher with a current inspection sticker/tag that is properly rated and charged, with the indicator in the green, and that is securely mounted in the driver's compartment area.

PARKING BRAKE

- Function: Brake that is applied when vehicle is parked.
- Check that brake will hold when set. Driver should set brake and gently try pulling it forward.

PASSENGER EMERGENCY EXITS

- Function: Emergency doors, roof hatches, or push out windows used in emergency evacuations.
- Check that all exits will open and close securely. Doors must be checked by opening from inside and outside and warning buzzers must be operative.

PASSENGER SEATING

- Function: Seats that are used to transport passengers.
- Check for broken frames, seats securely mounted to the floor, and secure seat bottoms.
- Seatbelts (if applicable) must be checked in each seat for working condition of the latches. Check to make sure they are not cut or frayed. There should be one for each passenger.

PRE-TRIP INSPECTION

Each of the following items must be checked:

AIR BRAKE CHECK

- Function: The air brake check determines that all parts of the air brake system are operable.
- Perform the following in order listed.
 - Allow air pressure to build to governed cut-out pressure (100 to 125 psi).
 - With engine off and key in the "on" position, wheels chocked, and parking brake released, fully apply foot brake and check to see if air pressure drops more than three psi in one minute. This is the leak check.
 - Start fanning off the air pressure by rapidly applying and releasing the foot brake. Low air pressure warning alarm should activate before air pressure drops to below 60 psi. This is the alarm check.
 - Continue to fan off the air pressure. At approximately 40 psi pressure, the spring brake push-pull valve should pop out. This is the button check.

Basic Control Skills

- RIGHT TURN
- STRAIGHT-LINE BACKING
- ALLEY DOCK
- CONVENTIONAL PARALLEL PARKING



Road Test

The road test will follow a pre-determined route and will contain the following scored maneuvers:

- Four left and four right turns
- Section of urban driving
- A through and a stopped intersection
- A railroad crossing
- Driving along curves
- Driving on an expressway
- Downgrade and upgrade
- Stopping on downgrade and upgrade
- Underpass or bridge
- Traffic checks
- Speed
- Usage of lanes
- Turning short/wide
- Stopping and following distance
- Proper gear usage
- Use of signals
- General driving habits

Summary

- Requirements to Obtain a Class B CDL with P and S endorsements
- Pre-trip Inspection
- Basic Control Skills
- Road Test

UNIT XIV TEST

1. To operate a school bus, a driver must have the following endorsements:
 - a. Passenger, School Bus, and Hazardous Material
 - b. Passenger, Air Brake, and School Bus
 - c. Passenger
 - d. No endorsement needed, just the Class B license
2. During the pre-trip inspection test, the driver should inspect both sides of the vehicle.
 - a. True
 - b. False
3. The temporary permit is good for:
 - a. 6 months
 - b. 12 months
 - c. 3 months
 - d. 6 weeks
4. To obtain a CDL the driver must pass how many behind-the-wheel tests?
 - a. 2
 - b. 3
 - c. 1
 - d. Only the written test must be passed
5. The basic control skills test consists of a driver naming mechanical items on the bus.
 - a. True
 - b. False
6. When checking the alternator belt the rate of slippage cannot be in excess of:
 - a. 3/8 inch
 - b. 1/8 inch
 - c. 3/4 inch
 - d. Slippage is normal and does not matter.
7. The proper amount of tread for the front tires is:
 - a. 4/33
 - b. 3/43
 - c. 4/32
 - d. 2/32
8. The air pressure cut-off should occur between 100 & 150 psi.
 - a. True
 - b. False

9. You are allowed to ask questions before starting the test, but not during the test.
 - a. True
 - b. False

10. How many items are on the pre-trip inspection?
 - a. 67
 - b. 47
 - c. 53
 - d. 58

City Vehicle Inventory (Property)

Exhibit "C"

	Vehicle #	Year	Make	Model	Capacity / # Passengers	Wheel Chair Lift	VIN	Most recent inspection date	Program
1	8201	2002		BlueBird	65	None	1HVBBAAN22H546705	2/23/2024	Charter School Transportation
2	8202	2002		BlueBird	65	None	1HVBBAAN42H546706	2/20/2024	Charter School Transportation
3	8203	2002		BlueBird	65	None	1HVBBAAN62H546707	11/2/2023-O.O.S.	Charter School Transportation
4	8204	2002		BlueBird	65	None	1HVBBAAN82H546708	2/20/2024	Charter School Transportation
5	8205	2002		BlueBird	65	None	1HVBBAANX2H546709	2/28/2024	Charter School Transportation
6	8206	2002		BlueBird	65	None	1HVBBAAN62H546710	3/6/2024	Charter School Transportation
7	8207	2002		BlueBird	65	None	1HVBBAAN82H546711	2/23/2023-O.O.S.	Charter School Transportation
8	8208	2002		BlueBird	65	None	1HVBBAANX2H546712	3/6/2024	Charter School Transportation
9	8209	2002		BlueBird	65	None	1HVBBAAN12H546713	2/21/2024	Charter School Transportation
10	8210	2002		BlueBird	65	None	1HVBBAAN32H546714	2/28/2024	Charter School Transportation
11	8211	2002		BlueBird	65	None	1HVBBAAN52H546715	3/14/2024	Charter School Transportation
12	8212	2002		BlueBird	65	None	1HVBBAAN72H546716	3/14/2024	Charter School Transportation
13	8213	2002		BlueBird	65	None	1HVBBAAN92H546717	2/20/2024	Charter School Transportation
14	8214	2002		BlueBird	65	None	1HVBBAAN02H546718	3/6/2024	Charter School Transportation
15	8215	2002		BlueBird	65	None	1HVBBAAN22H546719	4/2/2024	Charter School Transportation
16	8216	2002		BlueBird	65	None	1HVBBAAN92H546720	2/23/2024	Charter School Transportation
17	8218	2002		BlueBird	65	None	1HVBBAAN22H546722	3/5/2024	Charter School Transportation
18	8219	2002		BlueBird	65	None	1HVBBAAN42H546723	4/3/2024	Charter School Transportation
19	8220	2002		BlueBird	65	None	1HVBBAAN62H546724	3/13/2024	Charter School Transportation
20	8221	2002		BlueBird	65	None	1HVBBAAN82H546725	3/18/2024	Charter School Transportation
21	8222	2002		BlueBird	65	None	1HVBBAANX2H546726	2/27/2024	Charter School Transportation
22	8223	2002		BlueBird	65	None	1HVBBAAN12H546727	3/15/2024	Charter School Transportation
23	8224	2002		BlueBird	65	None	1HVBBAAN32H546728	3/11/2024	Charter School Transportation
24	8225	2002		BlueBird	65	None	1HVBBAAN52H546729	11/9/2023-O.O.S.	Charter School Transportation
25	8226	2002		BlueBird	65	None	1HVBBAAN12H546730	2/29/2024	Charter School Transportation
26	8228	2002		BlueBird	65	None	1HVBBAAN52H546732	3/18/2024	Charter School Transportation
27	8229	2002		BlueBird	65	None	1HVBBAAN72H546733	8/31/2023-O.O.S.	Charter School Transportation
28	8230	2002		BlueBird	65	None	1HVBBAAN92H546734	3/1/2024	Charter School Transportation
29	8231	2002		BlueBird	65	None	1HVBBAAN13H592902	4/4/2024	Charter School Transportation
30	8232	2003		BlueBird	65	None	1HVBBAAN33H592903	4/5/2024	Charter School Transportation
31	8233	2003		BlueBird	65	None	1HVBBAAN53H592904	3/13/2024	Charter School Transportation
32	8234	2003		BlueBird	65	None	1HVBBAAN73H592905	2/22/2024	Charter School Transportation
33	8235	2003		BlueBird	65	None	1HVBBAAN93H592906	3/22/2024	Charter School Transportation
34	8236	2003		BlueBird	65	None	1HVBBAAN03H592907	2/22/2024	Charter School Transportation
35	8237	2003		BlueBird	65	None	1HVBBAAN23H592908	2/27/2024	Charter School Transportation
36	8238	2003		BlueBird	65	None	1HVBBAAN83H595361	3/19/2024	Charter School Transportation
37	8239	2003		BlueBird	65	None	1HVBBAANX3H595362	3/4/2024	Charter School Transportation
38	8240	2003		BlueBird	65	None	1HVBBAAN13H595363	2/26/2024	Charter School Transportation

DRIVER REQUIREMENTS

A. Employment

- 1) CONTRACTOR shall take all necessary actions to ensure that its employees performing services pursuant to this Agreement are qualified and appropriate individuals to perform such service, and that all bus drivers are fully qualified and licensed to operate buses in the State of Florida.
- 2) CONTRACTOR shall conduct physicals and drug tests on its employees performing services under this Agreement upon employment and thereafter on a random basis, and shall comply with the guidelines of the Florida Department of Transportation for post-accident requirements (Drug and Breath Alcohol).
- 3) All drivers shall have previous bus driving experience, possess a valid Commercial Driver's License, have completed at least forty (40) hours pre-employment classroom training; have completed at least twenty (20) hours pre-employment road testing. CONTRACTOR shall assure that all its drivers performing services for the CITY, on an annual basis, complete at least eight (8) hours in-service road, reflex, and written testing.
- 4) All drivers shall wear a uniform shirt and carry an identification badge.
- 5) Throughout the term of the Agreement, CONTRACTOR shall be in compliance with and adhere to the Omnibus Transportation Testing Act of 1991, 49 CFR Part 40 (Procedures for Transportation Workplace Drug and Alcohol Testing Programs), 49 CFR Part 382 (Controlled Substances and Alcohol Use and Testing requirements) and 49 CFR Part 391 (Driver Qualifications), all as may be amended from time to time.

B. Safety

- 1) CONTRACTOR acknowledges that safety is of paramount importance in the performance of this Agreement, and hereby agrees to, on a regular basis, hold monthly safety meetings throughout the school year for school bus drivers, assure that all drivers complete in-service safety training on an annual basis, to include defensive driving, and to conduct safety checks on buses via a Pre-Trip report prior to a bus being placed in service.
- 2) CONTRACTOR shall have all school buses inspected every twenty-five (25) attended school days by Broward County, as part of the ongoing inspection program requirement for all school bus contractors in Broward County. Each vehicle shall also be inspected on a daily basis by the assigned driver and document with a pre-trip report.
- 3) CONTRACTOR agrees to comply with all applicable rules, regulations and statutes governing the operation of school buses, including but not limited to Chapter 6A-3, "Transportation" of the Florida Administrative Code, Section 1006.22, Florida Statutes, and the State of Florida School Bus Safety Inspection Manual, all as may be amended from time to time.
- 4) Jessica Lunsford Act: CONTRACTOR must comply with the Jessica Lunsford Act. The law requires specific standards and procedures related to the

background screening of individuals who provide contracted non-instructional services to Florida schools.

C. General

- 1) CONTRACTOR shall comply with any applicable laws, rules, regulations, and guidelines set forth by any federal, state, and local agencies including, but not limited to, the Florida Department of Highway Safety and Motor Vehicles, Florida Department of Transportation, Broward County (including the School Board, Transit Division, Areawide Council on Aging of Broward County, Inc.).
- 2) CONTRACTOR, while providing Services, shall comply with all applicable laws and regulations relating to non-discrimination on the basis of disability, including, but not limited to the following:
 1. 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.
 2. 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.
 3. 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.

To the extent that any terms in this Agreement are inconsistent with the ADA, the requirements of the ADA shall control.

EXHIBIT "E" **COMPENSATION**

The term "Cost of the Work" shall mean cost necessarily incurred by The Transportation Authority, LLC, in the performance of their duties.

A. The City and The Transportation Authority, LLC agree that the following generally defines, but does not limit, the costs to be reimbursed under this Agreement:

1. Wages of workers directly employed by Transportation Authority to perform the work;
2. Wages or salaries of The Transportation Authority's supervisory and administrative personnel providing for the operation and management for the City's transportation services;
3. Costs paid by The Transportation Authority, LLC, for taxes, insurance, contributions for benefits or other taxes required by law. The City shall pre-approve an employee benefit plans;
4. Payment made by The Transportation Authority, LLC to Vendors in accordance with the requirements of the services provided;
5. Costs, including transportation and storage, of materials and equipment incorporated or to be incorporated in the work;
6. Insurance and bond premiums that can be directly attributed to this contract;
7. Sales, use or similar taxes imposed by a governmental authority that are related to the work;
8. Fees and assessments for permits, licenses and inspections for which Transportation Authority is required to pay;
9. Information and technology costs related to the work and support of the same;
10. Legal, mediation and arbitration costs, including attorney's fees other than those arising from disputes between the City and The Transportation Authority, LLC reasonably incurred by Transportation Authority in the performance of the work and with the City Administration's prior written approval; which approval shall not be unreasonably withheld; provided that no such costs may be included to the extent they are incurred as a result of the acts or omissions of Transportation Authority;
11. Other costs incurred in the performance of the work if and to the extent approved in advance in writing by the City Administration;
12. Costs due to emergencies incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property;
13. Costs of repairing or correcting damaged or nonconforming work executed by Transportation Authority suppliers, provided that such damaged or nonconforming work was not caused by negligence or failure to fulfill a specific responsibility and only to the extent that the cost of repair or correction is not recoverable by The Transportation Authority, LLC from insurance sureties, or suppliers;
14. Miscellaneous expenses such as supplies, uniforms, costs of drug screening, drug tests, fingerprinting, background searches and trainings; and
15. All other costs approved by the City Administration.

B. The City hereby agrees to furnish the following to The Transportation Authority, LLC or its employees assigned to the work:

1. Office space and maintenance facility located at 901 Poinciana Drive, Pembroke Pines, FL 33025 for The Transportation Authority on-site management;
2. Office furniture for Transportation Authority on-site management; and
3. Telephone, utilities, communication services for on-site management complex



City of Pembroke Pines, FL

601 City Center Way
 Pembroke Pines, FL
 33025
 www.ppines.com

Agenda Request Form

Agenda Number: 20.

File ID: 24-0550	Type: Purchase	Status: Passed
Version: 1	Agenda Section:	In Control: City Commission
Short Title: Award AD-23-02 "Operation and Management of Transportation Services"		File Created: 06/05/2024
		Final Action: 06/18/2024

Title: MOTION TO APPROVE THE FINDINGS AND RECOMMENDATION OF THE EVALUATION COMMITTEE AND TO AWARD A CONTRACT FOR RFP # AD-23-02 "OPERATION AND MANAGEMENT OF TRANSPORTATION SERVICES" TO THE TRANSPORTATION AUTHORITY, LLC.

***Agenda Date:** 06/18/2024

Agenda Number: 20.

Internal Notes:

- Attachments:** 1. Transportation Services Agreement with Transportation Authority (VE with Exhibits C, D & E), 2. City Manager's Appeal Determination Letter (2024-06-11), 3. ProKel's Appeal of Procurement Director's Decision (2024-05-06) (Exhibits Included in Original Protest), 4. Procurement Director's Bid Protest Determination Letter (2024-05-01), 5. ProKel Bid Protest (2024-03-29), 6. Draft Evaluation Committee Meeting Minutes (2024-03-19), 7. AD-23-02 - Bid Tabulation, 8. Submittal from Transportation Authority [Exhibit B to the Agreement], 9. Submittal from ProKel, 10. RFP # AD-23-02 - Operation and Management of Transportation Services [Exhibit A to the Agreement], 11. Feasibility Analysis - AD-23-02

Indexes:

Related Files:

1	City Commission	06/18/2024	approve	Pass
Action Text:				
A motion was made by Commissioner Rodriguez, seconded by Vice Mayor Good Jr., to award the contract for RFP # AD-23-02 "Operation and Management of Transportation Services" to the Transportation Authority, LLC. for a one-year period for services relating to the Charter School Bus Transportation Program and for a six-month period for services relating to the Community Shuttle Bus Services and Senior Transportation Programs. The motion carried by the following vote:				
Aye: - 5 Mayor Castillo, Vice Mayor Good Jr., Commissioner Rodriguez, Commissioner Schwartz, and Commissioner Hernandez				
Nay: - 0				

PROCUREMENT PROCESS TAKEN:

- Chapter 35 of the City's Code of Ordinances is titled "PROCUREMENT"

PROCEDURES, PUBLIC FUNDS.”

- Section 35.15 defines a Request for Proposals as “A written solicitation for competitive sealed proposals with the title, date and hour of the public opening designated. A request for proposals shall include, but is not limited to, general information, functional or general specifications, a statement of work, proposal instruction and evaluation criteria. All requests for proposals shall state the relative importance of price and any other evaluation criteria. The city may engage in competitive negotiations with responsible proposers determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of and conformance to the solicitation requirements. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals and such revisions may be permitted after submissions and prior to award for the purpose of obtaining the best and final offer.”

- 35.18(A) states, “A purchase of or contracts for commodities or services that is estimated by the Chief Procurement Officer to cost more than \$25,000 shall be based on sealed competitive solicitations as determined by the Chief Procurement Officer, except as specifically provided herein.”

- Section 35.19(A) states, “All sealed competitive solicitations as defined in §35.18 shall be presented to the City Commission for their consideration prior to advertisement.”

- Section 35.21(A)(1) states, “An initial purchase of, or contract for, commodities or services, in excess of \$25,000, shall require the approval of the City Commission, regardless of whether the competitive bidding or competitive proposal procedures were followed.”

- Section 35.38(D) states “A bidder may file a “Notice of Intent to Protest” by emailing said notice to the Purchasing Manager within two business days of the issuance of the notice of bid/proposal action pursuant to division (A) or the publication of a City Commission agenda recommending the award of the bid, whichever is sooner. Such notice of protest shall include the bid or proposal number and title, the name and address of the protester, and a brief statement as to the basis of the protest.”

- Section 35.38(E) states “The complete written protest must be filed with the Purchasing Manager within ten calendar days of the issuance of the notice of bid action.”

- Section 35.38(E)(7) states “A bid protest bond in the form of a certified check, cashier’s check, or money order made payable to the City of Pembroke Pines in an amount equal to 5% of the protester’s bid or \$5,000, whichever is less. If the protest is upheld by the city, the bond will be refunded to the protester. If the protest is denied, the entire bond amount shall be forfeited to the city.

- Section 35.38(F) states “ Upon receipt of a timely filled and complete formal written

protest, the Purchasing Manager shall stay the award of the purchase order or contract until the protest is resolved, unless the Purchasing Manager determines in writing that compelling circumstances exist which require that the award be processed without further delay, in order to protect the city's interest or for the purpose of avoiding an immediate and serious danger to the public health, safety or welfare."

- Section 35.38(G) states "After receipt of the timely filed and complete written protest, and upon the protester's request, the Purchasing Manager shall meet with the protester to discuss the allegations and to attempt to resolve the matter. The Purchasing Manager shall issue his or her decision on the protest within 14 calendar days of the meeting, or if no meeting is requested, within 14 days of receipt of the timely filed and complete written protest. Such decision shall be e-mailed to the protester on the date of issuance unless otherwise directed by the protester."

- Section 35.38(H) states "The protester may appeal the decision of the Purchasing Manager to the City Manager by filing a written appeal with the City Clerk's office within three business days of issuance of the Purchasing Manager's decision. The appeal must be in writing and must include a full explanation of the basis of disagreement with the decision rendered by the Purchasing Manager, as well as the relief sought. The City Manager shall overturn the selection if the protester proves that the selection did not comply in material respects with the requirements contained in the invitation to bid, request for proposal, request for qualifications or request for letters of interest; with this procurement code, or with Florida law. The decision of the City Manager shall be final. The City Manager's decision shall be e-mailed to the protester on the date of issuance unless otherwise directed by the protester."

SUMMARY EXPLANATION AND BACKGROUND:

1. On July 1, 2018, the City entered into agreement with The Transportation Authority, LLC. ("Transportation Authority") to operate, maintain, and manage the City of Pembroke Pines Transportation Services for the City's Charter Schools, the Community Bus System and the Senior Transportation Program for an initial five-year period through June 30, 2023. The agreement included the option to renew the agreement for two additional five-year terms, upon mutual written consent of the parties.
2. The current contract with Transportation Authority is a reimbursement type contract, in which the wages of the workers and the cost of their benefits are reimbursed. In addition, items such as taxes, insurance, supplies, uniforms, etc. are all reimbursed. Furthermore, the current contract does not have a fee for the contractor's profit, as the owner is the Transportation Director and their salary and benefits would be reimbursed in the same fashion as the bus drivers and other employees covered in the contract.
3. In lieu of approving the City Administration's recommendation to renew the agreement for the first full five-year renewal option, the City Commission requested for Administration to issue a new RFP to test the market and see if there were any other qualified firms capable of operating, maintaining, and managing the City of Pembroke Pines Transportation Services for

Agenda Request Form Continued (24-0550)

the City's Charter Schools, the Community Bus System and the Senior Transportation Program in the same fashion that services are currently being rendered by the current service provider.

4. As a result, on December 6, 2023, the City Commission approved the renewal of the agreement with Transportation Authority through June 30, 2024 and also authorized the advertisement of RFP # AD-23-02 "Operation and Management of Transportation Services", which was advertised on December 13, 2023.

5. On January 23, 2024, the City opened responses from the two (2) following vendors, listed in alphabetical order:

- Protransportation, Inc. D/B/A Prokel Mobility ("ProKel")
- The Transportation Authority, LLC. ("Transportation Authority")

6. On March 19, 2024, the City convened an evaluation committee to evaluate the qualifications of the proposers based on the weighted criteria provided for in the bid documents and listed below:

Points	Criteria
15	Project Cost
25	Experience and Ability
12.5	Previous Experience / References Form
20	Staffing and Training
25	Firm's Understanding and Approach to the Work
2.5	Veteran Owned Small Business Preference
100	Total Points

7. At the March 19, 2024 meeting, the evaluation committee had presentations followed by a question and answer period with each firm. During the meeting, the evaluation committee discussed, at length, the pricing submitted by ProKel, as the vendor stated that their pricing did not include any profit margin and they would need to negotiate adding a profit margin to their proposal. After further discussions with the evaluation committee members and Prokel, member Dan Rotstein, seconded by member Sean Chance, made a motion to deem ProKel as non-responsive since the City did not have enough information submitted in the vendor's bid response to calculate the objective scoring for the Project Cost criteria. The motion passed unanimously by the evaluation committee. In addition, member Rotstein, seconded by member Chance, made a motion to recommend the City Commission to award the contract for RFP # AD-23-02 "Operation and Management of Transportation Services" to Transportation Authority, which also passed unanimously.

8. In addition, Transportation Authority has also completed the Equal Benefits Certification Form and has utilized the following allowable exemption, "Contractor does not provide benefits to employees' spouses in traditional marriages."

9. On March 19, 2024, the City issued it's notice of bid action with an intent to award the

Agenda Request Form Continued (24-0550)

contract for RFP # AD-23-02 "Operation and Management of Transportation Services" to Transportation Authority.

10. The City received a bid protest dated March 29, 2024, submitted on behalf of ProKel pertaining to RFP # AD-23-02.

11. On April 17, 2024, the Procurement Director met with ProKel to discuss the allegations and to attempt to resolve the matter.

12. On May 1, 2024, the Procurement Director issued a Bid Protest Determination letter to ProKel denying the protest and advising ProKel that the City's Administration will move forward with presenting the Commission with the evaluation committee's recommendation to award a contract to Transportation Authority.

13. On May 6, 2024, ProKel submitted their appeal of the Procurement Department's decision to the City Manager.

14. On June 11, 2024, the City Manager issued, via e-mail, his Appeal Determination Letter, in which he denied the appeal.

15. Request City Commission to approve the findings and recommendation of the Evaluation Committee and award a contract for RFP # AD-23-02 "Operation and Management of Transportation Services" to The Transportation Authority, LLC.

FINANCIAL IMPACT DETAIL:

- a) **Initial Cost:** See attached feasibility review/cost analysis for estimated annual cost of \$4,004,472, however actual costs may fluctuate up or down based on operational needs.
- b) **Amount budgeted for this item in Account No:** Funds are currently budgeted in various accounts.
- c) **Source of funding for difference, if not fully budgeted:** Differences of funds are transferred from the General Fund, and Road & Bridge Fund as needed.
- d) **5 year projection of the operational cost of the project:** See attached feasibility review/cost analysis.
- e) **Detail of additional staff requirements:** Not Applicable.

FEASIBILITY REVIEW:

A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.

- a) **Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service?** Yes.
- b) **If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service?** Savings of approximately \$3.5 million compared to In-House labor.

Agenda Request Form Continued (24-0550)

See attached feasibility review/cost analysis.

Closed Captions for City Commission on 2024-06-18 6:30 PM - 6:30 PM Regular Commission Meeting

Item # 20

[01:23:05] >> **Mayor Castillo** >> Item number 20. Commissioner Rodriguez.

[01:23:08] >> **Commissioner Rodriguez** >> I read the item, right?

[01:23:10] >> **Mayor Castillo** >> Yes, ma'am. Judge, you have to read it.

[01:23:12] >> **Commissioner Rodriguez** >> Motion to approve the findings and the recommendations of the evaluation committee and to award the contract for RFP number AD 23-02. Operation and management of Transportation services to the Transportation authority, LLC.

[01:23:25] >> **Mayor Castillo** >> Is there a second to the motion?

[01:23:27] >> **Vice Mayor Good** >> Second.

[01:23:28] >> **Mayor Castillo** >> Seconded by the Vice Mayor. Commissioner Rodriguez, you're recognized.

[01:23:31] >> **Commissioner Rodriguez** >> Thank you. I want to make a motion to defer this for after the break. I don't believe that personally, and I won't speak to anybody else, understand fully the components of this item. I want to understand a little bit more about the, the question of the RFP as a whole because I believe it was announced in January before I was here. I think it might be a good idea to consider what was on the RFP and if we want to evaluate other aspects. I have a couple of ideas that I would like to look into, or at least add as supplemental to this, but I would need a little bit more time to really evaluate. However, I understand that especially for our seniors and for our students, this is a crucial system that needs to be working. So I say that we defer it, but also keep the contract going for three months or whatever is at the pleasure of the commission. So that we do have that transportation system for our seniors, for the community shuttle service and for our students, especially going into the sort of the school year.

[01:24:51] >> **Mayor Castillo** >> Mister City manager, the city attorney, do you have any problem with extending the contract for three months and bringing this item back? The commissioner wishes to defer it for more questions.

[01:25:05] >> **City Manager Dodge** >> Mister mayor, I do have a problem. August school begins, and during the month of June, the transportation system for our schools, schedules are being made. It'd be very difficult. I do have the authority to extend it 180 days, but to move something in the middle of a school year would probably be very difficult. We certainly could defer. We could extend it for community bus as well as senior transportation. But as far as the school transportation system, it could create a problem. But certainly if you wanted to defer both the element of community bus and senior transportation, we could do that. I have the authority to extend it 180 days, but I'd be very cautious about making any change during the school year on bus transportation. Commissioner, it doesn't mean we could not go back out for bid again for the next school year, but we'd have to do it to give us enough time to plan.

[01:26:19] >> **Commissioner Rodriguez** >> So just for clarity, we could defer for the 180 days.

[01:26:22] >> **City Manager Dodge** >> Certainly if you defer it, I have the authority to extend for 180 days, but again, I would be concerned about school transportation schedules.

[01:26:35] >> **Commissioner Rodriguez** >> Are we able to split it up so that.

[01:26:37] >> **City Manager Dodge** >> Yes, that's my suggestion. Is that we could do the community bus and we could do the senior transportation and bring that back. If you had some additional questions or wanted to rebid that element of it, it complicates it a little bit because we do have one vendor, we have one shop for repairs for vehicles. But certainly we could look at it.

[01:27:03] >> **Commissioner Rodriguez** >> I mean, if anybody else has anything to talk about, but I think if that's the best way to go about it, then we split it up and we extend it in those different.

[01:27:14] >> **City Manager Dodge** >> Your motion is to defer the community bus and the senior transportation items and move forward to approve the contract for the school bus?

[01:27:24] >> **Commissioner Rodriguez** >> It's not my preference, but I understand that that's what's best for the students.

[01:27:29] >> **Mayor Castillo** >> Vice mayor, are you willing to second that?

[01:27:31] >> **Vice Mayor Good** >> I'm willing to second, and I'd like to say something to them. Yes, sir. I'll wait for city manager.

[01:27:41] >> **City Manager Dodge** >> The only question I have, and I defer to the purchasing manager. If the way we bid it, if that causes any issue regarding how it was bid regarding price, that's something we would also have to look at. But I certainly would not recommend we defer the award for the school buses.

[01:28:03] >> **Procurement Director Gomes** >> Good afternoon. Mark Gomes, procurement director. As you mentioned, the contract does have different aspects to it, including charter school bus service, shuttle bus service and senior transportation. There are various positions throughout that contract, but if we wanted to extend it for a six month period, there's certain costs that would have to be split. So we can work that out internally with the vendor and proceed as is.

[01:28:27] >> **Commissioner Rodriguez** >> And with that, we would still have the opportunity to go out for a bid if needed.

[01:28:35] >> **City Manager Dodge** >> If needed. If that's the desire of the commission, yes.

[01:28:40] >> **Mayor Castillo** >> So when would it come back?

[01:28:43] >> **City Manager Dodge** >> I would say we probably want to bring it back in about maybe four months to give us some time, probably by the first of the year.

[01:28:56] >> **Mayor Castillo** >> Commissioner? That's acceptable?

[01:28:57] >> **Commissioner Rodriguez** >> Yes.

[01:28:59] >> **Mayor Castillo** >> Vice Mayor?

[01:29:01] >> **Vice Mayor Good** >> Thank you, Mister Mayor. So just giving a different perspective on this, recognizing some of the complications. I recognize this is a five year with a five year and a five year, two five year renewals on top of that. Is there anything that would prohibit us from just doing a, a one year contract?

[01:29:23] >> **City Manager Dodge** >> No, there's nothing that prohibits you. I don't know what impact that would have on the price, though.

[01:29:29] >> **Vice Mayor Good** >> Same thing on the six. But just having a thought about just maybe doing a one year contract as opposed to a five year contract. I don't know if that satisfies what you might be concerned about.

[01:29:40] >> **Commissioner Rodriguez** >> Yes, that's a good suggestion. I don't know if it's part of the RFP or whatever aspect we're going to look into, but I think that the length of the contract is quite extensive and would like to analyze that a little bit further.

[01:29:58] >> **Mayor Castillo** >> Mister Gomes, any objection to one year contract for all three components?

[01:30:02] >> **Procurement Director Gomes** >> No. I believe if that's the will of the commission, we could do a one year extension and then regroup with the city commission on the recommendations on how they'd like to go out.

[01:30:14] >> **Mayor Castillo** >> Mister City Attorney, any objection?

[01:30:18] >> **City Attorney Goren** >> Not legally.

[01:30:19] >> **Vice Mayor Good** >> I mean, would that, like, require, I mean, you said a one year extension, and I was just talking about a one year contract. Can the amendment be made such that it's not a five year, it's a one year contract?

[01:30:29] >> **Procurement Director Gomes** >> I don't, I don't see an issue with that.

[01:30:34] >> **Commissioner Rodriguez** >> Yeah, just like to clarify, we're talking about the length of the contract itself, the extension. I do, I would like it to stay for the six months.

[01:30:41] >> **Mayor Castillo** >> I'm a little confused. Where are we? What's the motion before us?

[01:30:46] >> **Vice Mayor Good** >> I believe that Commissioner Rodriguez is just looking for the extension. So that means we would have to pull a piece out. And the piece that's being pulled out, is that a one year or a five year contract for the school? Because that's what the city manager is asking.

[01:31:03] >> **Mayor Castillo** >> No. Under her motion, she pulled the senior bus program and the community bus program, but she is moving the school bus program forward.

[01:31:17] >> **Vice Mayor Good** >> And is that for a one year or a five year period?

[01:31:19] >> **Mayor Castillo** >> That's for the term under the RFP. However, this city commission has the right to terminate for convenience. It really doesn't matter. It's just moving that portion of the contract which is before us right now. For simplicity's sake and settling commissioner Rodriguez or anyone's concerns with respect to the other items.

[01:31:49] >> **Commissioner Rodriguez** >> So there is the option to approve the school contract only for one year?

[01:31:57] >> **Mayor Castillo** >> Yes, if you wish.

[01:31:59] >> **Commissioner Rodriguez** >> I would like to do that.

[01:32:02] >> **Mayor Castillo** >> City manager, any problem with that?

[01:32:05] >> **City Manager Dodge** >> That would make it much simpler for us if it was for a one year period, and then we could redid.

[01:32:10] >> **Mayor Castillo** >> Mister Gomes, no problem. One year contract for the bus only. For the school bus only. Okay, City Attorney?

[01:32:17] >> **City Attorney Goren** >> Before you vote, Mister Mayor, there's a speaker who needs to be heard on the bus.

[01:32:22] >> **Mayor Castillo** >> I understand. Any objection on your end?

[01:32:23] >> **City Attorney Goren** >> No, not out of the moment.

[01:32:24] >> **Mayor Castillo** >> Any other commissioners wish to speak? Commissioner Schwartz.

[01:32:29] >> **Commissioner Schwartz** >> Thank you. Just for historical perspectives, for our new colleagues, the last time this came up, the current vendor didn't bid at all. Chose not to bid, and was awarded the contract anyway. I was prepared tonight to send it back to the committee for a re review, actually, and to allow the manager to use his emergency powers under the charter for the 180 days. And he can come back to the commission if it's going to take longer than 180, but he has authority to extend without asking us to do that. So I think at this point, I have had conversations with city administration, city attorney, a review of the paperwork, the bid protests. Knowing the historical perspective of where things are, I have a sense of what the speaker maybe bringing to the table, which is kind of raising. He and I have not had a conversation, but I mean, the words that were written in the protest were pretty clear that the winning bidder used the city of Pembroke Pines as a reference, which is not allowed in the RFP. That's disqualifying.

[01:33:46] >> **Mayor Castillo** >> Commissioner, I have to ask you to stay to the motion.

[01:33:50] >> **Commissioner Schwartz** >> The motion in front of us now, commissioner, is whether or not we're going to approve buses for kids. I think best would be to go back to either the deferral or send it back to the committee for re review. Allow the city manager to use his emergency powers. He has to bring it back to us anyway. 180 days. We don't even get through December. He has to bring it back before the end of the year. Meanwhile, we'll have, between now and hopefully, if it goes back to the committee, a re review of the evaluation, and if they're unable to come with a conclusion, then. We go out to bid in August. But I think the best path forward tonight would be to allow the manager to extend under his emergency powers, send it back to the committee for review.

[01:34:49] >> **Mayor Castillo** >> Anybody else wish to be heard on this item? Anybody from the public wish to be heard?

[01:34:59] >> **Nick Matthews** >> I guess that's just me.

[01:35:03] >> **Mayor Castillo** >> Yes, sir. Your name and your address or affiliation for the record.

[01:35:07] >> **Nick Matthews** >> Good afternoon. Nick Matthews. I'm with the Becker firm on behalf of Prokel transportation. Prokel was a respondent to your RFP for these services. And I want to thank you for the opportunity to discuss a little bit first. No matter what the outcome is, we would never suggest, don't do what you need to do to get kids to school. And whatever that takes, whatever maneuver, emergency power or otherwise. But I have to. I'm compelled to bring this to your attention. I know commission, as a body, you do do not relish. You don't love getting involved deep down in a procurement process, putting your hands around staff processes. But every now and then, as elected officials, as policymakers, that opportunity arises where it's incumbent on you to kind of get your hands around something. And you need to do that in the name of fairness, the name of a level playing field, in the name of a competitive process. And in this case, all of those things. For a minority owned business who's an upstart in this industry and is growing through Broward, through South Florida. Sadly, what happened along in this process doesn't fit the bill of any of those three things. Fairness, competitiveness and transparency, I think. Commissioner Schwartz, thank you for bringing up. There are a couple of things that are absolute in this procurement. These were black and white. Do not, do not list a city of Pembroke Pines project as a reference. The incumbent did that. The other, do not was do not list staff from the city of Pembroke Pines as your personal references.

[01:36:42] >> **Mayor Castillo** >> Sir, I have to interrupt you, and I'm sorry to do it. Unless I'm mistaken, your invitation to speak is for the item that's in front of us. What we have in front of us is a motion to defer for a certain period of time. We're not here to hear about the bid protest again.

[01:37:01] >> **Nick Matthews** >> With all due respect, I think as policymakers, that process should inform your decision tonight would be what I would suggest and I'm willing. I'm getting ready to move off of some of the flaws associated with the process.

[01:37:19] >> **Mayor Castillo** >> I'll give you some leeway.

[01:37:20] >> **Nick Matthews** >> A little bit of leeway would be wonderful. And like I mentioned, the last piece of kind of this black and white thing and in your procurement documents, underlined and in bold, do not do, incumbent did so. Three city staffers listed as the references. One of those folks was on the committee that made these decisions. So as you read through all of the backup and kind of some of the holes and some of the flaws in the process, those things should be important to you folks as policymakers. Every now and then you need to reach down into the staff process and say, hey, let's get our arms around this. This involves us at this point. Prokel, my client in this has won several cities in Broward offering newer technology, micro mobility, deviated fixed routes, a lot of creative technology solutions. I know several of you ran on some transportation things and reducing congestion and neat ideas locally to fix mobility. This desperately needs a rebid or even request of the commission. Get presentations, get the incumbent, get Prokel. If you need to open it again, do so, but get presentations directly to you. You are the policymakers. You are the ones who have to be accountable for this service. This is a very public service. People can see this and feel it and experience it every day in the community. I would encourage you as commissioners to request presentations of the two providers. Maybe I would encourage the city manager to use emergency powers to make sure the wheels of the county keep running, the city keep running, of course. But this, please take a second look at this. You have the authority to reject all bids and go out again, extend request presentations, whatever it is, at a policy level. Commissioners, please take this. Get your hands around it. You're the ones who are most accountable for it, and I appreciate the opportunity to speak.

[01:39:10] >> **Mayor Castillo** >> Thank you very much for your comment. Anyone else want to be heard on the subject?

[01:39:14] >> **City Manager Dodge** >> Mister Mayor.

[01:39:15] >> **Mayor Castillo** >> Yes, sir.

[01:39:16] >> **City Manager Dodge** >> I just like clarification because we originally talked about emergency powers and then I heard

[01:39:19] >> **Mayor Castillo** >> The motion is still the motion.

[01:39:22] >> **City Manager Dodge** >> Is it changed to a one year contract for school bus?

[01:39:25] >> **Mayor Castillo** >> That's what I heard. At your recommendation. So we're looking at a one year contract for the school buses, and we're looking for. We are on a deferred referral for the other two components, correct?

[01:39:38] >> **City Manager Dodge** >> Yes. That's my understanding.

[01:39:41] >> **Procurement Director Gomes** >> Sir, just to clarify, it's a one year for the school buses?

[01:39:47] >> **Mayor Castillo** >> Yes.

[01:39:48] >> **Procurement Director Gomes** >> Six months for the shuttle and senior transportation because those end on June 30.

[01:39:51] >> **Mayor Castillo** >> Those will have to be extended under the city manager's authority.

[01:39:56] >> **Commissioner Schwartz** >> Mayor, some clarification please.

[01:40:01] >> **Mayor Castillo** >> Yes, sir.

[01:40:02] >> **Commissioner Schwartz** >> Is the one year based on the contract that's currently in place?

[01:40:06] >> **Mayor Castillo** >> It's based on the commissioner's motion. However, you're asking about the money, city attorney. It would be based on what money?

[01:40:13] >> **City Attorney Goren** >> I'm not sure. I know the question. What is the question?

[01:40:16] >> **Mayor Castillo** >> He's asking, the year extension will be based on what money? The current agreement or the proposed agreement?

[01:40:22] >> **City Attorney Goren** >> I would defer to the administration for the calculation.

[01:40:25] >> **Mayor Castillo** >> What would it be? The current agreement or the proposed agreement? I would imagine that it would be the proposed agreement.

[01:40:36] >> **Procurement Director Gomes** >> From my understanding of what the city commission was attempting to pass, is approving the agreement that's presented to them tonight, but for one year only for the charter school bus program, and then six months for the other two programs under the proposed agreement.

[01:40:58] >> **Mayor Castillo** >> We all clear? All those in favor say aye.

[01:41:00] >> **Commissioners** >> Aye.

[01:41:01] >> **Mayor Castillo** >> Any opposed? Motion carries unanimously. Thank you, commissioner.

[01:41:06] >> **City Attorney Goren** >> Mister mayor, if I may, just before you close out the item, and I don't choose the record to reflect anything adverse to the commission, but as you know, as members of this public body, you're beholden to the Broward county ethics code. The Broward county ethics Code expressly disallows this public body from interfering with the actions of a selection and qualifications committee which was formed for this particular purpose. Let the record reflect that your decision this evening, which is based on the motion made, seconded and carried, was not, in the context of this discussion, in interference or interruption of the service of that committee, and does not rise to the level of being a violation of the ethics code. That was not your intention by this motion, nor is it the substance of your decision. And should that ever be inquired of by the OIG, I'm putting on the record now. So thank you, mayor.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/20/2024

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 have ADDITIONAL INSURED provisions or 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 Marsh McLennan Agency, LLC - Bouchard Region 101 North Starcrest Drive Clearwater, FL 33765	CONTACT NAME: PHONE (A/C, No, Ext): (727) 447-6481 FAX (A/C, No): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE NAIC # INSURER A : American Zurich Insurance Company 40142 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :
INSURED FrankCrum 3, Inc. Alt. Emp: The TRANSPORTATION AUTHORITY, LLC 100 South Missouri Avenue Clearwater, FL 33766	

COVERAGES **CERTIFICATE NUMBER: 24FL080860581** **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/POP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below			WC 47-58-512-13	06/01/2024	08/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	Location Coverage Period:			06/01/2024	08/01/2025	Client# 30750-FL	

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

Coverage is provided for only those co-employees of, but not subcontractors to:
The TRANSPORTATION AUTHORITY, LLC
 1311 SW 87th Way
 Pembroke Pines, FL 33025

CERTIFICATE HOLDER

CANCELLATION

City of Pembroke Pines 601 City Centre Way Pembroke Pines, FL 33025	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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From: [Rotstein, Daniel](#)
To: [Rojas, Dominique](#)
Subject: FW: Transportation Authority, LLC - Transportation Services Agreement pursuant to RFP # AD-23-02 - Risk Approval Request
Date: Wednesday, June 5, 2024 6:48:28 AM
Attachments: [COI \(GL\) Expires 3-7-2025.pdf](#)
[COI \(Auto\) Expires 12-31-2024.pdf](#)
[COI \(WC\) Expires 6-1-2025.pdf](#)

Approved COI's

From: Rojas, Dominique <drojas@ppines.com>
Sent: Tuesday, June 4, 2024 4:20 PM
To: Rotstein, Daniel <drotstein@ppines.com>
Cc: Contracts <contracts@ppines.com>
Subject: Transportation Authority, LLC - Transportation Services Agreement pursuant to RFP # AD-23-02 - Risk Approval Request

Dear Daniel,

Good afternoon. Please could you review the attached three certificates of insurance for the above-referenced agreement? The agreement and exhibits are available via the link here below:

[P:\Contracts - OG\Transportation Authority\RFP # AD-23-02](#)

We will stand by for your approval/comments, with kindest regards,

Dominique Rojas • Senior Contracts Specialist

Finance Department

City of Pembroke Pines

601 City Center Way, Pembroke Pines, FL 33025

Direct: 954-392-9436

Email: drojas@ppines.com

Main: 954-392-9435

Team Email: contracts@ppines.com

www.ppines.com

City Hall hours: Monday–Thursday 7am-6pm (closed on Fridays)