

DELIVER TO:
 City of Fort Pierce, Purchasing Division
 Room 101
 100 North U.S. #1
 Fort Pierce, FL 34950



**REQUEST FOR PROPOSALS
 and
 PROPOSER ACKNOWLEDGMENT**

MAIL TO:
 City of Fort Pierce Purchasing Division,
 Room 101
 P.O. Box 1480
 Fort Pierce, FL 34954-1480

Bid Writer: Gelencia Carter, 772-467- 3102

RFP No: 2024-019

Pre-Proposal Conference Date:
 N/A

RFP Title: ON-DEMAND
 TRANSPORTATIONSERVICES
 (REBID)

Mandatory Pre-Proposal Location:
 N/A

RFP Opening Location:
 City of Ft. Pierce Purchasing Division
 Room 101
 100 North U.S. #1, 1st Floor
 Ft. Pierce, Florida 34950

RFP Due Date & Time:
 3:00 PM, WEDNESDAY, FEBRUARY 7, 2024

If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact this department as soon as possible.

Proposer Name:

Mailing Address:

I hereby certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.

X _____
 Authorized Signature (Manual)

City, State, Zip Code:

Typed or Printed Name:

Type of Entity (Select one):
 Corporation _____
 Partnership _____
 Proprietorship _____

Title:

Incorporated in the State of: _____ **Year:** _____

Delivery in _____ **days, ARO**

Phone Number:

Payment Terms: Net 30 Days

Fax Number:

FEIN or SS Number:

E-Mail Address:

Local Business: ___Y ___N **MWBE:** ___Y ___N

Bid Security is attached, when required, in the amount of \$ _____
 F.O.B. DESTINATION

If returning as a "No Bid" state reason:

THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR BID

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SECTION I

GENERAL CONDITIONS, INSTRUCTIONS, AND INFORMATION FOR PROPOSERS

1. GENERAL INFORMATION

These documents constitute the complete set of specification requirements and proposal forms. All proposal sheets and attachments must be executed and submitted in a sealed envelope. **DO NOT INCLUDE MORE THAN ONE PROPOSAL PER ENVELOPE (CLEARLY MARK PROPOSAL AS “ORIGINAL” AND REQUESTED NUMBER OF COPIES AS “COPY” ON EACH SET ENCLOSED).** The face to the envelope shall contain Proposer’s name, return address, the date and time of proposal opening, the proposal number and title. Proposals not submitted in accordance with the instructions as outlined in the document will be rejected. By submitting a proposal, the Proposer agrees to be subject to all terms and conditions specified herein. No exceptions to the terms and conditions shall be allowed. Proposers shall submit their proposal complete with all supporting documentation. **SUBMITTAL OF A PROPOSAL IN RESPONSE TO REQUEST FOR PROPOSAL CONSTITUTES AN OFFER BY THE PROPOSER.** Proposals which do not comply with the requirements may be rejected at the option of the City.

2. DELAYS

The City, at its sole discretion, may delay the scheduled due dates indicated above if it is to the advantage of the City to do so. The City will notify proposers of all changes in scheduled due dates by written addendum.

3. EXECUTION OF PROPOSAL

Proposal must contain a manual signature, in ink, of an authorized representative who has the legal ability to bind the Proposer in contractual obligations in the space provided on Page 1 of Proposal/Proposal Acknowledgment and on the Proposal Response Form. FAILURE TO PROPERLY SIGN THE PROPOSAL SHALL INVALIDATE SAME, AND IT SHALL NOT BE CONSIDERED FOR AN AWARD. Proposals must be typed or legibly printed in ink. All corrections made by the Proposer to any part of the proposal document must be initialed in ink. The original proposal conditions and specifications cannot be changed or altered in any way. Altered proposals will not be considered. Clarification of proposals submitted shall be in letter form, signed by proposers, and attached to the proposal.

4. NO BID

If not submitting a proposal, respond by returning only the Proposer acknowledgment form, marking it “No Bid,” and give the reason in the space provided.

5. **PROPOSAL OPENING**

Shall be public, at the address, date, and time specified on the proposer Acknowledgment form. The proposal time must be and shall be scrupulously observed. Under no circumstances shall proposals be delivered after the time specified to be considered; such proposals will be returned unopened. The City will not be responsible for late deliveries or delayed mail. The time/date stamp clock located in the Purchasing Department shall serve as the official authority to determine the lateness of any proposal. It is the Proposer's sole responsibility to assure that his/her proposal is complete and delivered at the proper time and place of the proposal opening. Proposals, that for any reason are not so delivered, will not be considered. Offers by facsimile, telegram, or telephone are not acceptable. A proposal may NOT be altered by the Proposer after the opening of the proposals. Proposal tabulations will be furnished on the web sites: <https://www.demandstar.com>

6. **TAXES**

The City is exempt from Federal Excise and State Sales Taxes on direct purchases of tangible personal property. The City exemption number is on the face of the Purchase Order. If requested, the Purchasing Director will provide an exemption certificate to the awarded Proposer. Vendors or contractors doing business with the City shall not be exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City Tax Exemption Number in securing such materials. This exemption does not apply to purchases of tangible personal property in the performance of contracts for the City.

7. **DISCOUNTS**

Cash discounts for prompt payment shall not be considered in determining the lowest net cost for bid evaluation purposes.

8. **MISTAKES**

- a. Proposers are expected to examine the specifications, delivery schedule, bid prices, extensions and all instructions pertaining to supplies and services. **FAILURE TO DO SO WILL BE AT PROPOSER'S BIDDER'S RISK.** In the event of extension error(s), the unit price will prevail and the Proposer's total offer will be corrected accordingly.
- b. Written amounts shall take precedence over numerical amounts. In the event of addition error(s), the unit price and extension thereof will prevail and the Proposer's total offer will be corrected accordingly. Proposals having erasures or corrections must be initialed in ink by the Proposer.

9. **INVOICING AND PAYMENT**

Payment for any and all invoice(s) that may arise as a result of a contract or purchase order issued pursuant to this proposal specification shall minimally meet the following conditions to be considered as a valid payment request:

- a. A timely submission of a properly certified invoice(s), in strict accordance with the price(s) and delivery elements as stipulated in the contract or purchase order document, and to be submitted to the Finance Department at the address as stipulated on the Purchase Order.
- b. All invoices submitted shall consist of an original and one (1) copy; clearly reference the subject contract or purchase order number; provide a sufficient salient description to identify goods or service for which payment is requested; contain date of delivery; bid number, original or legible copy of signed delivery receipt including both a manual signature and printed name of a designated City employee or authorized agent; be clearly marked as “partial”, “complete”, or “final” invoice. The City will accept partial deliveries unless otherwise specified into contract or purchase order document.
- c. The invoice shall contain the Bidder’s Federal Employer Identification Number (F.E.I.N.).

10. DELIVERY

Unless actual date is specified (or if specified delivery cannot be met), show number of days required to make delivery after receipt of purchase order or contract in space provided. Delivery time may be a basis for making of award. Delivery shall be during the normal working hours of the user department, Monday through Friday, unless otherwise specified and incorporated into contract or purchase order document. Delivery shall be to the location specified in the bid specifications.

11. ADDITIONAL TERMS AND CONDITIONS

No additional terms and conditions included with the bid response shall be evaluated or considered. Any and all such additional terms and conditions shall have no force and effect and are inapplicable to this bid if submitted either purposely through intent or design, or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties. It is understood and agreed that the general and/or any special conditions in these Proposal Documents are the only conditions applicable to this bid and the Proposal authorized signature on the Bid Form attests to this.

12. INTERPRETATION

All Proposer shall carefully examine the Proposal Documents. Any ambiguities or inconsistencies shall be brought to the attention of the City in writing prior to the opening of Proposal; failure to do so, on the part of the bidder, will constitute an acceptance by the Bidder of any subsequent decision. Any questions concerning the intent, meaning, and interpretation of the Proposal Documents shall be requested in writing, and received by the City at least seven (7) days prior to the Proposal Opening. Inquiries shall be addressed to the attention of the Contact person as indicated on Page 11. No person is authorized to give oral interpretations of, or make oral changes to, the bid. Therefore, oral statements given before the bid opening will not be binding. Any interpretation of or changes to the bid will be made in the form of a written Addendum to the bid and will be furnished to all Bidders. Receipt of all addenda shall be acknowledged by the Bidders by signing and enclosing said addenda with their bid. The City will record its responses

to inquiries and any supplemental instructions in the form of a written addendum. The City will send a written addendum to all Proposers who requested a bid directly from the City Purchasing Department. All proposers should contact the City at least seven (7) calendar days before the bid opening date to ascertain whether any addendums have been issued. Failure to do so could result in rejection of the bid as unresponsive. The City shall not be responsible for providing said addendum to proposers who receive bid packages from other sources.

13. ADDENDUM

Should revisions to the Proposal Documents become necessary, the City will provide a written addendum to all proposers who received a bid package from the City Purchasing Department. Proposer who obtain Proposal Documents from other sources must officially register with the City Purchasing Department in order to be placed on the mailing list for any forthcoming addendum or their official communications. Failure to register as a prospective Bidder may cause your bid to be rejected as non-responsive if you have failed to submit a bid without an addendum acknowledgment for the most current addendum. Previous addenda are deemed received when a subsequent addendum is acknowledged. It is the Bidder's responsibility to contact the City in the event that a previous addendum is not received. Latest addendum shall be signed and returned with the bid as acknowledgment of addendum.

14. DISPUTES

Any Proposer who disputes the bid selection or contract award recommendation shall file such dispute according to the bid protest procedures. These procedures are available upon request from the City.

15. CONFLICT OF INTEREST

All Proposers must disclose with their bid the name of any officer, director, or agent who is also an employee of the City. All Proposers must disclose the name of any City employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Proposer's firm or any of its branches.

16. LEGAL REQUIREMENTS

Proposers are required to comply with all provisions of Federal, State, County and local laws and ordinances, rules and regulations, that are applicable to the items being bid. Lack of knowledge by the bidder shall in no way be a cause for relief from responsibility or constitute a cognizable defense against the legal effect thereof.

17. DRUG-FREE WORK PLACE (DFW)

Preference shall be given to business with Drug-Free Work Place (DFW) Programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a bid received from a business that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process.

18. MINORITY/WOMEN OWNED BUSINESS ENTERPRISE (MWBE)

Minority/Women Owned Business Enterprise (MWBE) indicates a business entity which is owned and operated by a minority. In this instance, minority group members are citizens of the United States or lawfully admitted permanent residents who are Black, Hispanics, Women, Native Americans, Asian-Pacific, Asian-Indian, and eligible others. An MWBE wishing to participate in the City procurement process may contact the Purchasing Department for information and assistance.

19. PUBLIC ENTITY CRIMES

No award will be executed with any person or affiliate identified on the Department of Management Services “convicted vendor” list. This list is defined as consisting of persons and affiliates who are disqualified from public contracting and purchasing process because they have been found guilty of a public entity crime. No public entity shall award any contract to, or transact any business in excess of the threshold amount provided in Section 287.017, Florida Statutes for Category Two (currently \$10,000.00) with any person or affiliated on the “convicted vendor” list for a period of thirty-six (36) months from the date that person or affiliate was placed on the “convicted vendor” list unless that person or affiliate has been removed from the list pursuant to Section 287.133(3)(f) Florida Statutes.

20. AWARD

As the best interest of the City may require, the right is reserved to make award(s) by individual item, group of items, “All or None”, or a combination thereof; with one or more suppliers; to reject any or all proposals or waive any minor irregularity or technicality in bids received, and may, at its sole discretion, request a rebid. Bidders are cautioned to make no assumption until the City has entered into a contract or issued a purchase order.

21. EEO STATEMENT

The City is committed to assuring equal opportunity in the award of contracts, and therefore complies with all laws prohibiting discrimination on the basis of race, color, religion, national origin, age or sex.

22. CONTRACTUAL AGREEMENT

The terms, conditions, and provisions in this Request for Proposal shall be included and incorporated in any final contract or purchase order. The order of precedence will be Proposal Document and response, purchase order or contract, and general law. Any and all legal action necessary to enforce a contract or purchase order will be interpreted according to the laws of Florida. The venue shall be Fort Pierce, Florida.

23. GOVERNMENTAL RESTRICTION

In the event that any governmental restrictions are imposed which would necessitate alteration of the material quality, workmanship or performance of the items offered on this proposal prior to their delivery, it shall be the responsibility of the Proposer to notify the Purchasing Department at once, indicating in his/her letter the specific regulation which required an alteration, including any price adjustments occasioned thereby. The City

reserves the right to accept such alteration or to cancel the contract or purchase order at no further expense to the City.

24. PATENTS AND ROYALTIES

The Proposer, without exemption, shall indemnify and save harmless, the City, its employees and/or any of its Commission/Board from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or item manufactured by the Proposer. Further, if such claim is made, or is pending, the Proposer may, at its option and expense, procure for the City the right to use, replace or modify the item to render it non-infringing. If none of the alternatives are reasonably available, the City agrees to return the article on request to the Proposer and receive reimbursement. If the Proposer used any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood, without exception, that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

25. ADVERTISING

In submitting a bid, Proposer agrees not to use the results therefrom as a part of any commercial advertising, without the express written approval, by the appropriate level of authority within the City.

26. ASSIGNMENT

Any purchase order or contract issued pursuant to this Request for Proposal and the monies which may become due hereunder are not assignable except with the prior written approval of the City, through the Purchasing Department.

27. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH

Proposer certifies that all material, equipment, etc., contained in his/her bid meets all applicable O.S.H.A. requirements. Proposer further certifies that, if he/she is the successful Proposer, and the material, equipment, etc., delivered is subsequently found to be defective in applicable O.S.H.A. requirement in effect on the date of delivery, all costs necessary to comply with the requirements shall be borne by the Proposer.

28. FACILITIES

The City reserves the right to inspect the Proposer's facilities at any reasonable time, during normal working hours, with prior notice to determine that Proposer has a bona fide place of business, and is a responsible Proposer

29. REPRESENTATION

A Proposer must have at the time of the proposal opening, a manufacturing plant in operation, or be a fully authorized agent or representative of the product proposal, and capable of producing or providing the items proposal, and so certify upon request.

30. DISQUALIFICATION OF PROPOSER

More than one proposal from an individual, firm, partnership, corporation or association under the same or different names will not be considered. Reasonable grounds for believing that a Proposer is involved in more than one proposal submittal will be cause for rejection of all proposals in which such Proposers are believed to be involved. Any or all proposals will be rejected if there is reason to believe that collusion exists between Proposer's Proposals in which the prices obviously are unbalanced will be subject to rejection.

31. ADJUSTMENTS/CHANGES/DEVIATIONS

No adjustments, changes or deviations shall be accepted on any item unless conditions or specifications of a proposal expressly so provide. Any other adjustments, changes or deviations shall require prior written approval, and shall be binding ONLY if issued by the City's Purchasing Department. The Proposer shall bear sole responsibility for any and all costs of claims arising from any adjustments, changes or deviations not properly executed as required herein.

32. INSURANCE

The awarded Proposer(s) shall maintain insurance coverage reflecting the minimum amounts and conditions specified in the attached specifications or the Special Terms and Conditions. In the event the proposer is a governmental entity or a self-insured organization, different requirements may apply. Misrepresentation of any material fact, whether intentional or not, regarding the Proposer's insurance coverage, policies or capabilities may be grounds for rejection of the proposal and rescission of any ensuing contract.

33. PUBLIC RECORDS

Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from § 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

34. PROPOSER PREPARATION COSTS

Neither the City nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this Invitation to Proposal. Proposers should prepare their proposals simply and economically, providing all information and prices as required

35. COOPERATIVE PURCHASING

Any governmental purchasing authority may participate in this purchase for services and commodities from this successful award.

36. CANCELLATION

This request may be canceled and any response, bid, or proposal may be rejected in whole or in part at any time for good cause when in the best interest of the City and/or the Fort Pierce Redevelopment Agency. Section 2-63(a)(7) of the City Code.

ANY AND ALL SPECIAL TERMS AND CONDITIONS, TECHNICAL REQUIREMENTS, SCOPE OF WORK OR SPECIFICATIONS ATTACHED HERETO WHICH VARY FROM THESE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.

SECTION II

INSURANCE REQUIREMENTS

CONTRACTOR shall, at its own expense, procure and maintain, with insurers listed in the current "Best 's Insurance Guide" as possessing a minimum policyholder's rating of "A-" (Excellent) and a financial category no lower than "VI" (\$25,000,000 to \$50,000,000 of adjusted policyholder's surplus), the types and amounts of insurance conforming to the minimum requirements set forth herein. CONTRACTOR shall not commence services until the required insurance is in force and evidence of insurance acceptable to FPRA has been provided to and approved by FPRA.

As evidence of compliance with the insurance required herein, CONTRACTOR shall furnish FPRA with (a) a fully completed satisfactory Certificate of insurance (ACORD Form 25 or equivalent) evidencing all coverage required herein, with a copy of the actual notice of cancellation endorsement(s) as issued on the policy(ies), and a copy of the actual additional insured endorsement as issued on the Commercial General

Liability policy, signed by an authorized representative of the insurer(s) verifying inclusion of FPRA, the CITY and their respective officials, officers, and employees as Additional Insureds in the Commercial General Liability coverage; (b) the original of the policy(ies); or (c) other evidence satisfactory to FPRA. Such evidence shall include thirty (30) days' written notice of cancellation to FPRA for all required insurance coverages.

To the extent CONTRACTOR is permitted to and elects to subcontract any of the work performed under this Agreement, CONTRACTOR will require all sub-contractors to provide insurance coverage complying with the requirements set forth herein and will provide FPRA with evidence of such coverage prior to the commencement of the sub-contractor's work.

Until such insurance is no longer required by this Agreement, CONTRACTOR shall provide FPRA with renewal or replacement evidence of insurance promptly, but without lapse in coverage prior to the expiration or termination of such insurance.

Workers' Compensation Insurance

Such insurance shall be no more restrictive than that provided by the Standard Workers' Compensation Policy, as filed for use in Florida by the National Council of Compensation Insurance (NCCI), without restrictive endorsements. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employer's Liability Act and any other applicable Federal or State law. The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:

- Part One: Statutory
- Part Two: \$1,000,000 (Each Accident)
\$1,000,000 (Disease- Policy Limit)
\$1,000,000 (Disease- Each Employee)

The policy must be endorsed to waive the insurer's right to subrogation against FPRA and the CITY, and their respective officials, officers and employees in the manner which would

result from the attachment of NCCI's Waiver of Our Right to Recover From Others Endorsement (Advisory Form WC 00 03 13) with FPRA and the CITY, and their respective officials, officers and employees scheduled thereon.

Commercial General Liability Insurance

Such insurance shall be no more restrictive than that provided by the standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements other than those required by ISO or the State of Florida or those described below. The coverage may include restrictive endorsements which exclude coverage for liability arising out of:

- Mold, fungus, or bacteria
- Terrorism
- Sexual molestation

FPRA and the CITY, and their respective officials, officers and employees shall be included as an "Additional Insureds" on a form no more restrictive than ISO Form (CG 20 10, Additional Insured- Owners, Lessees, or Contractors). The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

\$1,000,000	General Aggregate
\$1,000,000	Products Completed Operations Aggregate
\$1,000,00	Each Occurrence

Automobile Liability Insurance

Such insurance shall be no more restrictive than that provided by (Liability Coverage) of the most recent version of the standard Business Auto Policy (ISO Form CA 00 01) without restrictive endorsements, including coverage for liability contractually assumed. The policy shall cover all owned schedule autos of CONTRACTOR. Such insurance shall not be subject to any aggregate limit and the minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

\$1,000,000	Each Occurrence- Bodily Injury and Property Damage Combined
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General Conditions

CONTRACTOR and FPRA shall each be responsible for maintaining insurance on their own property. Regardless of whether the CONTRACTOR pw-chases property coverage or not, CONTRACTOR hereby expressly waives and releases any cause of action or right of recovery which CONTRACTOR may have hereafter against FPRA for any loss arising out of loss or damage to the CONTRACTOR's property, about or a part of, the premises whether covered by insurance or not. Neither FPRA nor the City of Fort Pierce shall be responsible in any way for the provision of property insurance covering the property of CONTRACTOR.

The insurance provided by CONTRACTOR shall apply on a primary basis to any insurance or self-insurance maintained by FPRA or the CITY. Any insurance or self-insurance

maintained by FPRA or the CITY shall be excess of, and shall not contribute with, the insurance provided by CONTRACTOR.

Except as otherwise specifically authorized in this Agreement, or for which prior written approval has been obtained hereunder, the insurance maintained by CONTRACTOR shall apply on a first dollar basis with CONTRACTOR paying any deductible or self-insured retention amount. Under limited circumstances, FPRA may permit CONTRACTOR to self-insure, in whole or in part, one or more of the insurance coverages required by this Agreement. All applicable deductibles and self-insured retentions must be disclosed to and approved by FPRA prior to being used to satisfy any of the insurance requirements contained herein. CONTRACTOR shall pay on behalf of FPRA or the CITY, or their respective officials, officers, and employees any deductible or self-insured retention applicable to a claim against FPRA or the CITY, or their respective officials, officers, and employees.

CONTRACTOR's Workers' Compensation insurance policy, Commercial General Liability insurance policy, and Automobile Liability insurance policy provided by CONTRACTOR shall be endorsed to provide FPRA with thirty (30) days' notice of cancellation.

Each insurance policy provided by CONTRACTOR in response to these insurance requirements shall be endorsed to provide that the Insurer waives its rights against FPRA and the CITY and their respective officials, officers, and employees.

Compliance with these insurance requirements shall not limit the liability of CONTRACTOR. Any remedy provided to FPRA by the insurance provided by CONTRACTOR shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of CONTRACTOR) available to FPRA under this Agreement or otherwise.

Neither approval nor failure to disapprove insurance furnished by CONTRACTOR shall relieve CONTRACTOR from responsibility to provide insurance as required by this Agreement.

Certificates of Insurance must be completed as follows:

1. Certificate Holder

Fort Pierce Redevelopment Agency c/o City of Fort Pierce
Attention: Risk Manager
100 N. U.S. Hwy 1
Fort Pierce, FL 34954-1480

2. Additional Insured for General Liability

Fort Pierce Redevelopment Agency and the City of Fort Pierce and their respective officials, officers and employees

SECTION III

INSTRUCTIONS TO PROPOSERS

1. **RFP OPENING DATE**

Proposals are due on or before **3:00PM, Wednesday, February 7, 2024.**

2. **SUBMISSIONS OF PROPOSALS**

Proposal response may be submitted in hard copy or electronically. Please see below instructions for submitting your proposal response.

HARD COPY SUBMISSIONS

Proposals mailed to 100 N. U.S. Highway 1 via the United States Postal Services (USPS) are delivered to the Post Office, not to the physical address and, therefore, may not meet the requirements of Selection 2 above. To be considered, a Bid must be received and accepted in the Purchasing Division before the Proposal closing date and time.

Delivery Address:

**City of Fort Pierce
Attn: Purchasing Division,
Room 101
100 North U.S. #1
Fort Pierce, FL 34950**

Mailing Address:

**City of Fort Pierce
Attn: Purchasing Division,
Room 101
P.O. Box 1480
Fort Pierce, FL 34954-1480**

One (1) original and one (1) USB drive copy of sealed proposals. Qualifications must be submitted in a 3-ring binder. Binder must not be larger than 2" in thickness. Proposal is limited to a maximum of no more than 150 single sided pages. Pages must be numbered to verify quantity. Tab dividers are excluded from the page count.

OPTIONS FOR ELECTRONIC SUBMISSIONS

Are as follows:

- Via Demandstar Website, (www.demandstar.com) Electronic Bid (E-Bid). Instructions are provided in the attachment sections of this document.
- By forwarding your response, pdf format to purchasing@cityoffortpierce.com no later than 3:00PM EST. **If you decide to use this submission option, your entire submission must be submitted electronically. Please do not mail hard-copies.**

Copies of the bid documents are available electronically from the Purchasing Division by e-mail request to purchasing@cityoffortpierce.com or on the website of Demandstar.com (www.demandstar.com) and the web site of the City of Fort Pierce (<http://www.cityoffortpierce.com/187/Purchasing>).

Any proposals received after the designated time and date listed above will be returned unopened.

All proposals and qualifications will be publicly opened at the time and place specified. In

accordance with Section 2-63(2)d of the City of Fort Pierce Code, no proposals shall be handled so as to permit disclosure of the identity of any offeror or the contents of any proposal to competing offerors during the process of negotiation. A register of proposals shall be prepared containing the name of each offeror, the number of modifications received, if any, and a description sufficient to identify the item offered. **The register of proposals shall be open for public [viewing] only after contract award.**"

3. INQUIRIES/QUESTIONS

3.1 All inquiries will be in a written format and addressed to the City Manager's Office with a copy to the Purchasing Division:

TO

Sara Delgado
Redevelopment Assistant
City of Fort Pierce
P.O. Box 1480
Fort Pierce, FL 34954
sadelgado@cityoffortpierce.com

COPY

Gelencia Carter
Purchasing Manager
City of Fort Pierce
P.O. Box 1480
Fort Pierce, FL 34954
purchasing@cityoffortpierce.com

4. TERMS OF CONTRACT

The Vendors selected may perform services for City projects on the rotating basis as funds become available for said projects, for a period of three (3) years. This agreement may be renewed up to two (2) additional one (1) – year periods on terms and conditions which are mutually acceptable to the parties.

5. MINORITY PARTICIPATION AND OUTREACH PROGRAM

Describe your firm's program and/or policies in regard to minority and non-discrimination, including the firm's history of Minority and Women Owned Business Enterprise (M/WBE) participation. Include a strategy for promoting minority participation in this project and a realistic goal for participation. List references of Owners, M/WBE firms or consultants who can speak to your firm's utilization of M/WBE on previous projects.

6. CERTIFICATE OF INSURANCE

In order to do business with the City of Fort Pierce, you must provide proof of insurance to include general liability, workers compensation, and automobile insurance with proposal submittal. If awarded, insurance must comply with the Required Limits of Insurance as indicated in Section II of the specifications.

7. PERMITS AND LICENSES

- a. Contractor shall obtain, pay for, and post on site all permits and licenses necessary to complete this project.
- b. Contractor and subcontractors must have current licenses required by the State of Florida and the City of Fort Pierce.
- c. All materials and methods of construction related to work performed on this project must comply with all appropriate specifications, code requirements, ordinances and laws of the City of Fort Pierce, the State of Florida, and the Federal Government, and contractor will permit reasonable inspection of all work by authorized inspectors.

8. **BUSINESS TAX RECEIPT (OCCUPATIONAL LICENSE)**

Provide a valid Business Tax Receipt (Occupational License) from your jurisdiction with your proposal submittal.

9. **W-9 TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION FORM**

The Proposer will be required to return a completed W-9 Taxpayer Identification Form with their proposal submittal. **see Section VI - Required Forms.**

10. **REFERENCE CHECK FORM**

Please provide a detailed list of reference showing your expertise and experience in providing the services requested. A minimum of three (3) references are required for this Bid. Please complete the three Reference Check forms and submit with Bid package. References should include project description, contact names, addresses, phone, and email.

11. **PROPOSAL PREPARATION COST**

The cost to prepare the proposal in its entirety shall be the full responsibility of the proposer.

12. **RESERVED RIGHTS**

12.1. The CITY reserves the right to accept or reject any or all submittals, in whole or in part, for any reason whatsoever, to waive minor irregularities and technicalities, and to request resubmission. Also, the CITY reserves the right to accept all or any part of the submittal and to increase or decrease quantities to meet additional or reduced requirements of the CITY. Any sole response received by the submission date may or may not be rejected by the CITY depending on available competition and current needs of the CITY.

12.2. To be **responsive**, a proposer shall submit qualifications which conforms in all material respects to the requirements set forth in the RFQ. To be a **responsible** proposer, the proposer shall have the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which will assure good faith performance. Also, the CITY reserves the right to make such investigation, as it deems necessary to determine the ability of any proposer to deliver the goods or service requested. This information may be obtained from the proposer or any credible source. All information request will be done through the Purchasing Division. Such information may include, but shall not be limited to: current financial statements, verification of availability of equipment and personnel, and past performance records.

12.3. The City may disqualify a proposer from being awarded a City contract if the Purchasing Manager determines after an investigation that the proposer is "not responsible," based on a poor performance record with the City, a lack of adequate equipment and personnel, insufficient financial wherewithal, or other factors that indicate the bidder is not capable of performing the contract.

- 12.4. Unless otherwise stated in this RFQ specification, any contracts resulting from this RFQ are non-exclusive. The CITY reserves the right, in its sole opinion, to purchase goods or services listed in this RFQ through the State of Florida Contracts, cooperatives, other current government contracts, and non-profit contracts as provided in the City of Fort Pierce Procurement Code. The CITY reserves the rights to solicit separate requirements that are a portion of a larger contract as a whole. Additionally, at the City's sole option, additional contracts may be entered into as a result of such situations as unusual volumes, time/delivery requirements, special requirements, other brands, lease, project specific requirements, or similar situations.
- 12.5. If any contract awarded as a result of this RFQ is terminated, the CITY reserves the right to go to the next lowest **responsive** proposer with the balance of the contract, unless otherwise stated in the RFQ specification.

13. **APPLICABLE LAWS**

Proposers must be authorized to transact business in the State of Florida. Copy of the Registration Certificate and information should be submitted with proposal but is not required. Registration must be completed before a contract can be signed. Applicable provisions of all federal, state, county and local laws and of all ordinances, rules and regulations shall govern development submittal and evaluation of all proposals received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a proposal response hereto and the City of Fort Pierce, by and through its officers, employees and authorized representatives, or any other person, natural or otherwise and lack of knowledge by any proposer shall not constitute a cognizable defense against the legal effect thereof. This includes revisions or as amended thereof. Any involvement with the City of Fort Pierce shall be in accordance with but not limited to:

13.1. City of Fort Pierce Ordinances

- 13.2. Pursuant to Florida Statutes Section 119.071, Public Records, General exemptions from inspection or copying of public records, sealed proposals received by the CITY.
- 13.3. It shall be the responsibility of the proposer to assure compliance with all other federal, state, county, or city codes, rules, regulations or other requirements, as each may apply.

Pursuant to this solicitation are exempt from s. 119.07(1) and s. 24(a), Art. I, of the Florida Constitution, until such time as the agency provides notice of a decision or intended decision pursuant to s. 119.071(2) or within 30 days after proposal opening, whichever is earlier.

14. INVOICING

All invoices must contain the Purchase Order number, required identification information, and reflect the Contract prices, terms, and conditions. Invoices containing deviations or omissions will be returned to the consultant for correction and resubmission. Consultants shall not perform any service or provide products until they have been issued an approved Purchase Order.

15. E-VERIFY

Consultants: Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Consultant during the term of the contract; and shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

16. TIE BREAKERS

- 16.1. The Evaluation Committee may choose to resolve a tie using the criteria below or require additional materials or interviews as the Committee so determines.
- 16.2. In the event of any tie (in the ranking criteria) the following may take effect:
 - a. If there is a tie (two or more firms have the same number of 1st place rankings), then the firms that has the highest number of 1st place and 2nd place rankings shall be the first ranked firm. This method shall be used for all ties.
 - b. If there is a tie (two or more firms) having the same number of 1st and 2nd place rankings the following will take effect:
 - 16.2.1 Preference must be given to vendors submitting a certification with their 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:15.6 Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals which 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 proposal received from a business that certifies that is has implemented a drug- free workplace program shall be given preference in the award process. Established procedures for processing tie proposals 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:
- 16.3. Inform employees about the dangers of drug abuse in the workplace, the business 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.
- 16.4. Impose a sanction on, or require the satisfactory participation in a drug abuse assist and/or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

- 16.5. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

- 16.6. In the event of any tie between consultants that have a Drug Free Workplace program in place in accordance with Section 287.087, Florida State Statutes, a coin toss will determine who shall be awarded the contract or receive the first opportunity to negotiate, as applicable.

17. CONSULTANT’S AUTHORIZED SIGNATURE.

The proposal shall be signed by an official authorized to bind the consultant in a contractual agreement. The consultant shall provide the following information: Name, address, and telephone number, and email address of the individual(s) with authority to negotiate and contractually bind the consultant. It is also necessary that the name of a contact individual be given who can respond to questions generated during the evaluation process.

18. ADDENDUM

Should revisions to the Proposal Documents become necessary, the City will provide a written addendum to all proposers who received a proposal package from the City’s Purchasing Department. Proposers who obtain Proposal Documents from other sources must officially register with the City’s Purchasing Department in order to be placed on the mailing list for any forthcoming addendum or their official communications. Failure to register as a prospective Proposer may cause your proposal to be rejected as non-responsive if you have failed to submit a proposal with an addendum acknowledgment for the most current addendum. Previous addenda are deemed received when a subsequent addendum is acknowledged. It is the Proposer’s responsibility to contact the City in the event that a previous addendum is not received. Latest addendum shall be signed and returned with the proposal as acknowledgment of addendum.

SECTION IV

STATEMENT OF WORK

1. **PROJECT OVERVIEW**

The Fort Pierce Redevelopment Agency (FPRA), a dependent special district of the City of Fort Pierce, Florida, is seeking proposals from qualified firms for on-demand transportation services (“On-Demand Services”) to enhance ride share services and transport users within the FPRA Boundaries. This Program will include short-distance on-demand electric vehicle services within the FPRA limits, and this will be free to the users. Service shall be in full accordance with the specifications, terms and conditions contained in this Request for Proposal (RFP).

The Fort Pierce Redevelopment Agency launched a one-year pilot program for on-demand transportation services in February 2023 in accordance with our FPRA Plan Goal To connect the Redevelopment Areas cultural and artistic hubs (Downtown, Marina, Fisherman’s Wharf, Beachside District, Lincoln Park and Peacock Arts Districts) to the Waterfront’s artistic and cultural amenities. Providing mobility options will impact economic development by supporting local businesses, reducing costs, attracting tourism and foster innovation within the city. The program started with four (4) 100% electric vehicles and as of September 2023, the program has provided over 9,000 passengers with over 5,500 rides.

In May 2023, the FPRA and St. Lucie County collaborated to submit an FDOT grant application with the objective to increase service days and hours, as well as service zones. The grant was awarded to the County, which will help fund this program for up to 3 years.

Through this RFP, the FPRA intends to select one company to implement, maintain, operate, and market the on-demand micro transit service. Final terms of the contract, fees and operating requirements will be determined through the contract negotiation process.

2. **SCOPE OF SERVICES**

I. **VEHICLES**

The Vendor will provide a mobile-based, on-demand transportation service utilizing Electric Vehicles (EV). Vehicle capacity shall be a minimum of four (4) individuals at any given time.

One (1) vehicle shall be wheelchair accessible. Wheelchair accessible vehicles shall be equipped to allow for the safe loading, securing, and travel of passengers who use wheelchairs based on the vehicle’s wheelchair capacity and in compliance with the specifications and regulations set forth by the Federal Transit Administration (FTA) for wheelchair accessible vehicles. The wheelchair accessible vehicles will be either lift or ramp equipped to accommodate wheelchairs and shall have a manual backup to its lift system as required by the ADA. The lift shall incorporate an emergency method of deploying, lowering to ground level with a lift occupant, and raising and stowing the empty lift if the power to the lift fails.

All vehicles, including wheelchair accessible vehicles, must meet all safety and mechanical standards established by Federal, State, County, and local law, rules, or regulations. Wheelchair accessible vehicles shall be equipped to allow for the safe loading, securing, and travel of passengers who use wheelchairs based on the vehicle's wheelchair capacity and in compliance with the specifications and regulations set forth by the FTA for wheelchair accessible vehicles.

- a. Contractor vehicles shall be properly licensed and authorized to legally operate on the public streets and rights-of-way in the State of Florida.
- b. Vehicle maintenance must be performed by the contractor.
- c. Vehicles shall be aesthetically suitable for a neighborhood shuttle.
- d. Vehicles shall be equipped with equipment/hardware to collect ridership data and with GPS units for vehicle location.

II. OPERATION & SERVICE TIMES

The service will operate seven (7) days a week, unless modified by staff. The Vehicles will be dedicated exclusively to serving individuals within the FPRA limits. All rides shall either commence or terminate within the boundaries of the Service Area described in Exhibit "A." The Vendor will be responsible for recommending the service times and service boundaries which will be approved by FPRA staff.

III. PERFORMANCE & REPORTING

Beginning with the second month of the term of the Agreement and continuing for each month of the term thereafter, the Vendor will provide FPRA staff with an online accessible dashboard to review the monthly performance analysis showing data and analytics related to ridership and operations of the vehicles for the preceding month(s) to be able to view at any time. The Vendor will provide monthly reports with each monthly invoice starting the second month of the term. At a minimum and in addition to any other reporting requirements required by the Agreement, the monthly report shall include data, segregated by on-demand and circulator services, relating to:

- a. Total boardings per month
- b. Average weekday boardings (i.e., the number of boardings on a specific route on typical weekday)
- e. Number of completed rides
- f. Average journey time
- g. Average distance per ride
- h. Average utilization (passengers per vehicle hour)
- i. Ridership
- j. Vehicle miles driven
- k. Vehicle hours driven
- l. Cancellation rate
- m. Average wait time
- n. Average percentage of on-time pick up requests
- o. Average percentage of requested rides completed
- p. Top pick-up and drop-off locations

IV. **RIDE REQUEST**

The Vendor shall provide a mobile app platform that may include, but are not limited to:

- a. Live Tracking: the users can locate their rides
- b. Ride Management: the users can cancel, modify the ride per their requirement
- c. Customer-facing application available for download in the Apple and Android stores
- d. User-friendly interface experience
- e. Ratings and Reviews

Users without access to a smartphone should be able to call a toll-free number or flag a vehicle down if they see one passing by.

V. **VEHICLES STANDARDS**

The vehicles used to provide service must comply with all applicable local, State, and Federal Codes, safety standards or laws and comply with or exceed manufacturer's safety and mechanical standards for the vehicle and model used in the provision of services under this contract.

- a. The Vendor shall develop a brand and logo suitable for multilingual users and campaigns that build upon, and integrates with, the City of Fort Pierce and FPRA existing brand, subject to city design standards and approval.
- b. All vehicles and equipment on the vehicles shall be maintained in full operational condition at all times according to the manufacturer's recommendations.
- c. All vehicles provided must have an exterior free of grime, oil, or other substances and free from cracks, breaks, dents and damaged paint that noticeably detract from the overall appearance of the vehicle.
- d. All vehicles shall be clean in the interior and free from torn floor coverings, damaged or broken seats, and protruding sharp edges. The seats shall be padded and comfortable.

Vehicle Operators (Driver) Standards: The vehicles operators must have a valid Florida Driver's license and shall comply with the following standards:

- a. Drivers shall be trained in all operational procedures relating to the operation, including thorough knowledge of the service area street network.
- b. Drivers shall be trained in defensive driving and vehicle handling. Drivers shall be trained to provide transportation to elderly and disabled individuals.
- c. Drivers shall assist passengers confined to wheelchairs in boarding and tie-downs.
- d. The drivers shall be available and on time daily to ensure consistent and reliable service.
- e. The Vendor shall provide adequate customer service training to its employees (drivers/customer personnel) and will demonstrate to staff that drivers/customer personnel operating the vehicles have attended and successfully completed customer service trainings.
- f. Drivers shall be dressed and groomed appropriately.
- g. Drivers are required to have a thorough knowledge of traffic regulations.
- h. Drivers shall demonstrate excellent customer service, sensitivity, courtesy, professionalism, high ethical standards, helpfulness, and safe driving habits.

Standard Operating Procedures: The vendor shall provide written procedures for the operation of the services. Any changes after the award must be approved by staff in advance. These standard operating procedures shall include, but not be limited to, the following:

- a. A list of names and phone numbers of contact persons who can make operating decisions
- b. Accident review procedures and operator corrective processes
- c. Description of operator training including customer service training
- d. Procedures for vehicle operation and driver scheduling, scheduling during peak and non-peak times, and dispatching vehicles
- e. Procedures for the handling of public and internal comments and complaints
- f. Disciplinary procedures for operator misconduct
- g. Supervision processes to respond to service problems, monitor performance schedules and procedures.

3. EVALUATION CRITERIA/SCORING

Pursuant to with the Consultant’s Competitive Negotiation Act (CCNA), Florida Statutes Section 287.055, et seq., and the policies and procedures of the City of Fort Pierce, the City is soliciting Statements of Qualifications for evaluation and ranking for determination and selection of a consultant to provide professional services. The City will convene a selection committee comprised of three (3) or more City staff members each of whom will independently evaluate and rank the submittals in comparison to each of the selection criteria outline herein. The successful proposers will be selected based upon the total cumulative scores of the selection committee. If following review and initial evaluation of the submittals, the review committee deems it necessary, a short list of firms may be invited to make presentations for final evaluation, with the selection of the successful firm being based on the committee’s ranking of the presentations.

3.1 EVALUATION CRITERIA

An Evaluation Committee will review and evaluate submittals. Submittals will be evaluated on the following criteria:

Category Title	Category Description	Points
Tab 1 Letter of Submittal	Includes introduction, company qualifications, company information, references, and cost	40
Tab 2 Management Plan	Team Structure, Standard operating procedures, timeline, marketing strategy and Customer Service complaints plan	20
Tab 3 Technical Plan	Vehicle standards, hours of operation, data dashboard and mobile app	20
Program Plan	Ability to Meet Project overview (FPRA Plan & Economic Development Impact)	20

TOTAL	100
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EVALUATION METHODOLOGY

A Selection/Negotiation Committee (SNC) shall be responsible for short-listing the most qualified firms. The Selection Committee may also, at its sole discretion, request additional or clarifying information from any responder. The Selection Committee may expressly request such information to remedy any incomplete response but will not be obligated to do so. Failure to provide the information could result in the rejection of the responder’s proposal. The occurrence or absence of such a request shall not be cause for objection by any responder. Proprietary information from competing responders shall not be disclosed to the public or to competitors prior to any award subject to Public Records Law, Chapter 119, Florida Statutes.

For project specific RFQ’s, staff reserves the right to negotiate an agreement with the selected firms individually based upon ranking to reach an agreement; for continuing services type agreements, the SNC reserves the right to negotiate concurrently with selected firms, whereby one or multiple firms will then be recommended to the City Commission for award.

The City reserves the right to award single or multiple contracts if it is deemed to be in the best interest of the City. The City also reserves the right to reject any and all qualifications proposals. With all factors considered, awards will be made to respondent(s) whose qualifications are deemed, in the sole discretion of the City to best serve the public interest of the City.

The City may act only through the City Commission. The proposer may not rely on any representations by the City other than as approved by official action of the City Commission. **The Submittal Package (or sections thereof) of the successful respondent(s) may be incorporated in any Contract that ensues.**

4. INTERVIEWS / ORAL PRESENTATIONS

An invitation to interview may be extended to Respondents based on Evaluation Committee review of the written submittals. The Evaluation Committee reserves the right to adjust scoring based on additional information and/or clarifications provided during interviews. The Evaluation Committee may determine scoring criteria for the interviews following evaluation of written submittals. The City reserves all rights to begin contract negotiations without conducting interviews.

5. REJECTION CRITERIA

Submittals shall be rejected as non-responsive if any of the following criteria exist (this list is not all-inclusive):

- Not all questions, instructions, and forms in the Qualification package have been properly completed;
- The RFP response is found to have concealed or contained false and/or misleading information;
- The City did not receive the RFP package prior to the submittal deadline;
- Your firm is not licensed with the Florida Secretary of State to do business in Florida. You must submit a State of Florida Certificate of Status for your firm;

- All forms included with the application were not signed and/or submitted;
- The Qualification package signature page is not properly executed; and/or
- Completed Project Specific Reference forms are not returned with proposal.

SECTION V

INSTRUCTIONS FOR PREPARING PROPOSALS

The City deems certain documentation and information important in the determination of responsiveness and for the purpose of evaluating proposals. Proposals should seek to avoid information in excess of that requested, must be concise, and must specifically address the issues of this RFP. The City prefers that proposals be no more than 150 pages in one complete pdf document. The proposals should be organized, divided, and indexed into the sections indicated herein. These are not inclusive of all the information that may be necessary to properly evaluate the proposal and meet the requirements of the scope of work and/or specifications. Additional documents and information should be provided as deemed appropriate by the respondent in the proposal to specific requirements stated herein or through the RFP.

PROPOSAL PACKAGE

The complete proposal shall contain the following information and shall be submitted in the order shown below. Please address each section in your proposal submission and divide each section of your proposal, with identifying tabs.

TAB 1: LETTER OF SUBMITTAL

1. **Cover Letter:** An overall introduction to the proposal is required, including a brief company history to include number of years in business, business location, statement of the Proposer's understanding of the needs of the FPRA and a brief narrative highlighting the firm's proposal and why it is a desirable business partner for the FPRA.
2. **Summary of Qualifications:** The Proposer should provide a concise statement describing experience as an operator or subcontractor in the following areas:
 - Experience with shared micromobility program marketing and community engagement, including experience with targeted marketing to groups underrepresented among shared micromobility users.
 - Experience sustainably funding shared micromobility operations, including details on past financing strategies and outcomes.
 - Experience that demonstrates stable and sustained operation of shared micromobility equipment, notably (if applicable) equipment proposed by the Proposer in this Proposal.
 - Technical experience successfully operating large urban shared micromobility programs.
3. **References:** At least three (3) references, preferably for work assignments that are similar in type, scope, size and/or value to the work sought by this RFP and within the last five (5) years. Do not include current City of Fort Pierce staff as references.
4. **Pricing plan:** Proposers should base their price proposal on a monthly payment schedule, include a sample invoice. Proposers are encouraged to supplement their price proposal with a narrative and to identify if different payment structures, such as quarterly, annually, or lump sum could result in discounted pricing. The proposer may also provide quotes for two options.

TAB 2: MANAGEMENT PLAN & EXPERIENCE

1. The Management Plan have a concise management plan that includes the following:
 - a. **Team Structure:** Provide a description of the proposed project team structure to be used during the course of the Program. Provide an organizational chart of the Firm indicating lines of authority for personnel involved in performance of this potential Agreement and relationships of this staff to other programs or functions of the Firm. Include who within the Firm will have prime responsibility and final authority for the day-to-day management of the firm's shared mobility fleet.
 - b. **Standard Operating Procedures:** The proposer's plan for providing training to assure a fully trained workforce by the contract start date.
 - c. **Timeline:** A chart that identifies the timeline of the program launch date, various activities/deliverables associated with the components of your plan, start and end dates, status, critical dependencies, and the easily recognizable milestones during the life of the plan.
 - d. **Marketing Strategy**
 - e. **Customer Service:** the proposer's plan to address customer service.

TAB 3: TECHNICAL PROPOSAL

1. The Technical Proposal shall contain a comprehensive description of services with special attention to the scope of services outlined in this solicitation. This proposal should convey the firm's understanding of FPRA's expectations for the shared micromobility program. Proposals should include responses to the following:
 - a. **Vehicles -** Include the images of the electrical vehicles that will be provided and include the wheelchair accessible vehicle.
 - b. **Hours of operation –** list typical micromobility vehicle deployment time, and the typical hours your micromobility vehicles will be on the road based on operating seven (7) days.
 - c. **Data Dashboard –** Describe the "data dashboard" you will make available to FPRA staff, include screenshots, and describe what data will be included and the format of the data.
 - d. **Mobile App –** Describe the mobile app platform that will be made available to users to request rides, explain how user friendly and other alternatives for requesting rides, include screenshots.

SECTION VI REQUIRED FORMS

SUMMARY OF REQUIRED FORMS

Form No. 1 – Drug Free Workplace Certification (1 page)

The form may be use as part of a tiebreaker for tie scores. If your company does not have a Drug Free Workplace Program, you must mark this form N/A and return it with you RFQ package. If your company has a Program, sign and return the form.

Form No. 2 – Non-Collusive Form (1 page)

Each proposer shall execute an affidavit, in the form provided by the City, to the effect that he/she has not colluded with any other person, firm or corporation in regard to any proposal submitted. Such affidavit shall be attached to the proposal form.

Form No. 3 – Public Entity Crimes (2 pages)

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 proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit 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 of CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

Form No. 4 – Scrutinized Companies Certification (1 page)

Section 287.135, Florida Statutes, prohibits agencies from contracting with companies, for goods or services over \$1,000,000, that are 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 are created pursuant to section 215.473, Florida Statutes. At the time a company submits a bid or proposal for a contract or before the company enters into or renews a contract with an agency or governmental entity for goods or services of \$1 million or more, the company must certify that the company is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Form No. 6 – References

As per Tab No. 2, page 24

Form No. 7 – W-9 Taxpayer Identification Number

This form shall be complete and returned with your submittal.



DRUG FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certified that _____ does:

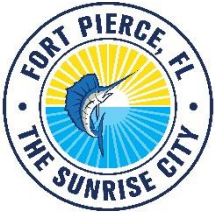
(Name of Business)

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 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 proposed 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 such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employees 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.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Proposer's Signature

Date



NON-COLLUSION AFFIDAVIT FOR PRIME BIDDER

STATE OF _____

COUNTY OF _____

_____, being first duly sworn, deposes
and says:

That he is _____
(a partner or officer of the firm, etc.)

the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed directly or indirectly with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference with any person, to fix the bid price of affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the City of Fort Pierce, of the County of St. Lucie, or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

(Firm Name)

By: _____

Title: _____

Subscribed and sworn to before me this _____

day of , _____ 2024.

Notary Public

My Commission expires: (Seal)



PUBLIC ENTITY CRIMES AFFIDAVIT
SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted by _____ City of Fort Pierce _____
(Print name of the public entity).
by _____
(Print individual's name and title)
for _____
whose business address is _____

(If applicable) its Federal Employer Identification Number (FEIN) is _____

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: On the attached sheet). Required as per the IRS Form W-9.

2. 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 or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "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.
4. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:
- a. A predecessor or successor of a person convicted of a public entity crime: or
 - b. 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 ownership 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 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.

5. I understand that a "person" as defined in Paragraph 287.133(1)(c), Florida Statutes, means any natural person or 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 for the provision of goods or services let by 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.

6. 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.)**

_____ Neither the entity submitted this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, member, 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. However, there has been subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearing and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(Attach a copy of the final order)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OR ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

(Date)

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority _____
(Name of individual signing)

Who, after first being sworn by me, affixed his/her signature in the space provided above on this
day _____ of _____, 20____.

(NOTARY PUBLIC)

My Commission Expires: _____



CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS

Respondent Name: _____

Respondent's Authorized Representative Name and Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____ Respondent FEIN: _____

Email Address: _____

Section 287.135, Florida Statutes prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, 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. Section 287.135, Florida Statutes, also prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of \$1,000,000 or more, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which were created pursuant to s. 215.473, Florida Statutes.

Certification:

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" 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, or the Scrutinized Companies that Boycott Israel List. I further certify that the company is not engaged in a boycott of Israel. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.



THE SUNRISE CITY
FORT PIERCE
 PURCHASING
 DEPARTMENT

Florida



REFERENCES

RFP NO. 2024-019 ON DEMAND TRANSPORTATION SERVICES

Contact Person & Title	
Email Address	
Phone No.	
Company Name	
Mailing Address	
City, State, Zip	
Type of commercial work contracted	
Contact Person & Title	
Email Address	
Phone No.	
Company Name	
Mailing Address	
City, State, Zip	
Type of commercial work contracted	
Contact Person & Title	
Email Address	
Phone No.	
Company Name	
Mailing Address	
City, State, Zip	
Type of commercial work contracted	

Request for Taxpayer Identification Number and Certification

**Give form to the
requester. Do not
send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (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 your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number
: : :
OR
Employer identification number
: : :

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below).

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 on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

CITY OF FORT PIERCE CHECKLIST

This checklist is provided to assist each Proposer in the preparation of their bid response. Included in this checklist are important requirements, which is the responsibility of each Proposer to submit with their response in order to make their response fully compliant. This checklist is only a guideline, it is the responsibility of each Proposer to read and comply with the Request for Qualifications in its entirety.

Check “Yes” or “No” to each of the following:

	YES	NO
Is Request for Qualifications cover page (page 1) completed, signed and attached?		
Include proof of proper insurance as stated in bid documents.		
Are all of the Required forms complete and included?		
Is each Addendum (when issued) signed and included?		
Have you checked your proposal for proper organization, tabs are correct?		
Are you in compliance with the page limitations?		
Hard Copy Submissions. Confirmation of one (1) original and one (1) copy on USB Drive.		
Did you submit your proposal electronically?		
Have you made sure your corporate address matches your Sunbiz information ?		
Are you registered on Demandstar to received addendums		
Have all areas of the RFQ forms and related documents been signed off by and authorized agent of the company and / or witnessed / notarized where applicable?		

PLEASE SIGN AND RETURN WITH BID _____