



**DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY**

**ADDENDUM NO. 1  
TO  
REQUEST FOR PROPOSALS  
POINT-TO-POINT TRANSPORTATION SERVICES  
CRA Project No. CRA 2019-01**

**February 5, 2019**

**TO ALL PROPOSERS AND OTHERS CONCERNED**

The Delray Beach Community Redevelopment Agency ("CRA") has heretofore published a Request for Proposals (RFP) dated January 28, 2019, with respect to its intent to receive and consider Proposals by qualified firms for the provision of Point-to-Point Transportation Services. The intent of this Addendum is to address questions, errors and clarify other aspects of the RFP. Proposers submitting proposals for the above-referenced project shall take note of the following changes, additions, deletions clarifications, etc., to the RFP which shall become a part of and have precedence over anything shown or described otherwise.

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**1. Change to the following sections of the RFP: Section 3.6 is hereby amended to state:**

**a. WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**

Workers Compensation Insurance to apply for all employees in compliance with the "Workers Compensation Law" of the State of Florida and all applicable Federal laws. The City and CRA reserves the right not to accept exemptions to the Workers Compensation requirements of this solicitation. Employer's Liability Insurance shall be included to protect against on-the-job injury or illness which may not fall within the provisions of the Florida State's Workers' Compensation Law.

**b. COMMERCIAL GENERAL LIABILITY**

Minimum limits of \$1,000,000; and include Products/Completion Liability of \$1,000,000. Such certificate shall list the City and CRA as additional insured. The combined bodily injury and property damage limit shall not be less than \$1,000,000 per occurrence with an annual aggregate of \$2,000,000.

NOTE: If Comprehensive General Liability limits are less than \$1,000,000, the sum of Comprehensive General Liability limits and Excess Liability limits must equal no less than \$1,000,000.

**c. AUTOMOBILE LIABILITY**

Automobile Liability Insurance to include owned, non-owned, and hired, with minimum limits of \$1,000,000 each occurrence. The combined bodily injury and property damage limit shall not be less than \$5,000,000 per occurrence.

2. **Addition to the following sections of the RFP: Section 2 is hereby amended to include:**  
Section 2.64 SCRUTINIZED COMPANIES CERTIFICATION: Section 287.135, Florida Statutes, prohibits the DBCRA 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. Failure to complete the Scrutinized Companies Certification Pursuant to Florida Statute § 287.135 in Section 8 of this RFB may deem the bid non-responsive.

Additionally, the Proposer must include the following form as part of Section 7 Proposal Submittals – Forms:

**SCRUTINIZED COMPANIES CERTIFICATION PURSUANT TO  
FLORIDA STATUTES § 287.135**

I, \_\_\_\_\_, on behalf of \_\_\_\_\_,  
Print Name and Title Company Name

certify that \_\_\_\_\_ does not:  
Company Name

1. 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 Delray Beach Community Redevelopment Agency (“DBCRA”) shall provide notice, in writing, to the Contractor of the DBCRA’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 DBCRA’s determination of false certification was made in error then the DBCRA shall have the right to terminate the contract and seek civil remedies pursuant to *Florida Statutes § 287.135*.

Section 287.135, *Florida Statutes*, prohibits the DBCRA 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 DBCRA for goods or services may be terminated at the option of the DBCRA 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.

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
TITLE

**Must be executed and returned with attached proposal to be considered.**

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3. **Would a Chevy Bolt be a vehicle that could be considered similar to a NEV or GEM car for this solicitation? Or is the CRA only looking at NEV's and LSV's (Low Speed Vehicles) for this application?**

The CRA is looking to provide the service with Neighborhood Electric Vehicles (NEV), GEM car, and Low Speed Vehicles type. Please refer to Section 4.1 of the RFP: "The vehicle will be a neighborhood electric vehicle (NEV), GEM car, or similar that meets the Federal Motor Vehicle Safety Standard (FMVSS) and supply state-of-the-art charging equipment". A Chevy Bolt would not be considered similar to a NEV or GEM car.

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4. **The program is supposed to start with 3 to 5 vehicles. What factors would have the city start with 3 vehicles, and what factors would have the city start with 5 vehicles?**

This is a pilot program and the CRA intends to collect data and determine if additional vehicles would be increased or decreased to meet demand.

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5. **With no tipping allowed, is there a minimum \$/hr that should be paid to the drivers? \$10/hr vs. \$15/hr would net two totally different caliber types of drivers but paying a driver \$15/hr vs. \$10/hr will drive the cost up significantly for the "Fee Proposal".**

Please refer to Section 2.44 of the RFP: "The selected Proposer shall comply with all minimum wage requirements, such as Living Wage requirements, minimum wages based on Federal Law, minimum wages based on the Davis-Bacon Act, and the provisions of any other employment laws, as may be applicable to this contract".

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6. **What restrictions would the CRA put on the type of advertising clients that would be allowed to advertise in Delray Beach? Would a liquor/beer company be ok to advertise their brand?**

Please refer to Section 4.7 of the RFP: "Subject to CRA's prior written consent, advertising within and/or outside of vehicles may be permitted and is encouraged to off-set operational costs, if in accordance with all City ordinances, policies and procedures."

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7. **Regarding the Fee Proposal, will the evaluators be scoring this category based on the estimated hourly rate/vehicle, estimated monthly rate/vehicle, or based on the total**

**estimated fee for one year? The yearly fee would be dramatically higher with someone proposing 5 cars vs. 3 cars.**

Please refer to Section 5.2 of the RFP: "Required Information, Tab 7, Fee Proposal (Fees to the CRA)"

No.	Item	Price
1	Estimated Hourly Fee per vehicle, including driver	
2	Estimated Monthly Fee per vehicle, including driver	
3	Total Estimated Fee for Year One (Program Implementation)	

Additionally, please refer to Section 6.4 of the RFP: "Price Offers and Evaluation - The pricing evaluation is used as part of the evaluation process to determine the highest-ranked Proposer. The CRA reserves the right to negotiate the final terms, conditions, and pricing of the contract as may be in the best interest of the CRA".

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END OF ADDENDUM No. 1