Memorandum

MIAMI-DADE COUNTY

Date: November 8, 2012

To: Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor

Agenda Item No. 8(F)(11)

Subject: Recommendation for Approval to Award a Contract for Paratransit Special Transportation Services

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Recommendation

It is recommended that the Board of County Commissioners (Board) approve the award of contract *RFP 800, Paratransit Special Transportation Services to Super Nice STS, Inc., dba Transportation America* to provide Special Transportation Services(STS) for Miami-Dade Transit.

Some of the enhancement areas of this contract are as follows:

- Provision of a new vehicle fleet
- Requirement for stricter adherence to performance
- Provision of new technology and equipment to better track vehicle locations and improve verification of users
- Provision of on-based vehicle surveillance to improve customer safety and security

This contract award is placed for Committee review pursuant to Miami-Dade County Code Section 29-124(f). This contract award recommendation may only be considered by the Board if the Citizens' Independent Transportation Trust (CITT) has forwarded a recommendation to the Board prior to the date scheduled for Board consideration or 45 days have elapsed since the filing with the Clerk of the Board of this contract award recommendation. If the CITT has not forwarded a recommendation and 45 days have not elapsed since the filing of this award recommendation, I will request a withdrawal of this item.

Scope

This item is countywide in nature.

Fiscal Impact/Funding Source

The proposed contract allocation for the initial five-year contract term is $208,343,635. This amount is calculated as follows:

Vendor	Trip Type	Price Per Trip	Estimated Number of Trips	Estimated Cost (Five Year Cost)
Super Nice	Ambulatory	$23.44	5,906,870	$138,457,033
	Non-Ambulatory	$33.89	2,062,160	$69,886,602
			Total	**$208,343,635**

The cost per trip for ambulatory services on the proposed contract with Super Nice is $23.44, which is $1.14 per trip less than the current contract. Assuming an estimated 5,906,870 ambulatory trips, the County's cost exposure for this service should decrease by $6,733,832 over the five-year contract term when compared to the current contract.

The cost per trip for non-ambulatory services on the proposed contract with Super Nice is $33.89, which is $1.23 per trip less than the current contract. Assuming an estimated 2,062,160 non-ambulatory trips, the County's cost exposure for this service should decrease by $2,536,457 over the five-year contract term when compared to the current contract.

The combined cost avoidance to the County is $9,270,289 over the five-year contract term.

The funding sources during the initial term of the new contract are the General Fund (35.8%), People's Transportation Plan (35.7%), State Transportation Disadvantaged Grant (12.6%), Fares and Fees (8.9%), and Formula Grant Section 5307 (7%). The contract also includes one, five-year option-to-renew period, which would bring the estimated cumulative contract value over a full ten-year period to be $416,687,727.

Track Record/Monitor

Hugh Chen, Deputy Director for Operations for Miami-Dade Transit Department is the contract manager. Fred Simmons, Jr. of the Internal Services Department is the Senior Procurement Contracting Officer.

Delegation of Authority

If this item is approved, the County Mayor or designee will have authority to exercise, at the Mayor's discretion, contract modifications, subsequent options-to-renew and other extensions in accordance with the terms and conditions of the contract. MDT will issue the Notice to Proceed (NTP) allowing work to commence.

Vendor Recommended for Award

A Request for Proposals was issued under full and open competition in October 2011. The recommended contract award is being made to the firm who offered the lowest price, and, was also the highest ranked proposer.

Vendor	Address	Principal
Super Nice STS, dba Transportation America	2766 NW 62nd Street Miami, Florida	Ray Gonzalez

Vendors Not Recommended for Award

Vendor	Reason for Not Recommending
First Transit Inc.	This firm's price offer was higher than the recommended firm.
Professional Medical Transportation	Deemed non-responsive by the County; see attached County Attorney's Office opinion

Applicable Ordinances and Contract Measures

- The Disadvantage Business Enterprise (DBE) requirements of 49 Code of Federal Regulations Part 26 applied to this solicitation. The stated goal for participation by DBE firms is 12 percent.
- The two percent User Access Program provision will not apply as it is prohibited by federal procurement provisions
- Federal procurement provisions prohibit the application of geographic preferences, therefore Local Preference will not apply.
- The services being provided are not covered under the Living Wage Ordinance.

Background

Special Transportation Services (STS) is provided as a public demand response paratransit service for people with disabilities, in compliance with the provisions of the United States Department of Transportation Americans with Disabilities Act (ADA) and, guided in part by the Florida Transportation Disadvantaged Program pursuant to Chapter 427, Florida Statutes. Currently, Miami-Dade Transit's (MDT) STS include over 30,000 clients and approximately 5,500 daily weekday trips.

The Metropolitan Planning Organization for the Miami Urbanized Area has designated the County, as represented by MDT, as the Community Transportation Coordinator with the responsibility to coordinate activities and funding for transportation resources for individuals defined as transportation disadvantaged by the Florida Transportation Disadvantaged Program. The Contractor shall assist the County in its duties as the Community Transportation Coordinator by providing the Services on behalf of the County.

In October 2011, the County issued a solicitation (RFP No. 800) to secure a provider for STS. Proposals were received from three firms: First Transit, Inc. (First Transit), Professional Medical Transportation (PMT), and Super Nice STS, Inc. d/b/a Transportation America (Super Nice). As shown in the attached opinion from the County Attorney's Office, the proposal from PMT was deemed non-responsive because the required "Buy America" certification form was not provided.

The two remaining proposals from Super Nice and First Transit were evaluated by the Evaluation/Selection Committee as detailed in the attached report of the Evaluation/Selection Committee dated August 31, 2012. The Super Nice proposal represents the lowest overall price to the County for ambulatory and non-ambulatory STS services, and was lower than First Transit by a total of $14,567,247 for the five-year term.

Once awarded, the Contractor will need time to mobilize its operations to ensure continuity of service to people with disabilities. Efforts required for the Contractor to become fully operational include: securing a fleet of new vehicles; purchase, install, and successfully test electronic equipment; Automated Vehicle Location/Global Positioning System (AVL/GPS); Mobile Data Terminals and long-range Radio Frequency Identification (RFID) card readers, as required by the contract; and secure personnel. This transition period is estimated to take up to four months. As referenced previously, a contract extension is in place, on a month-to-month basis for up to six months, through March 2013, to allow time for the successor contract to be awarded and a transition period for the new service provider.

Due Diligence

Due diligence was conducted in accordance with procurement guidelines to determine Contractor

responsibility, including verifying corporate status and compliance issues. The lists that were reviewed include: convicted vendors, debarred vendors, delinquent contractors, suspended vendors, and federal excluded parties. Given the history of this contract and the inter-relationships of principals between the current firm (Advanced Transportation Solutions – ATS) and the proposed firm, extensive background is provided below for the Board's consideration. The principal of Super Nice, the recommended firm, is the same as the principal of ATS, the current provider. The findings related to Contractor responsibility are outlined below. This information is being provided pursuant to resolution R-187-12.

- Each individual entity of the recommended contractor (Super Nice, Transportation America, ITransport Services, and Minority Mobile Systems, Inc.) was researched through the Florida Division of Corporations, County, and State of Florida reporting systems. Additionally, Super Nice and Transporation America were also researched through the Dun & Bradstreet business reporting system. Management, ownership, and office location data was consistent and favorable. All are active companies registered in the State of Florida.

- The current provider, ATS, and the County, have settled all previous claims arising from various closed investigations of the Miami-Dade Police Department (MDPD) and previous audits conducted by the Audit & Management Services Department (AMS) as described below:

  In January 2010, MDPD arrested 16 individuals employed by subcontractors to ATS for criminal activities related to fraudulent trips billed from March 3, 2004 to July 14, 2007. None of the 16 individuals arrested were principals of ATS or Super Nice, or any of their subcontractors. ATS reimbursed the County the value of the fraudulent trips. Additionally, the County and ATS settled all claims for liquidated damages during the relevant time period for $300,000. AMS advised Miami-Dade Transit (MDT) in December 2010 that a review of the MDT STS Division client database disclosed ATS billed MDT for 759 trips taken by 100 deceased clients after their deaths between March 1, 2004 and September 30, 2009. On January 20, 2011, ATS reimbursed the County $22,544 for all the unauthorized billings.

- A recent audit of ATS subcontractor billings and compliance has revealed that approximately 8,348 verifiable trips were billed at the higher non-ambulatory rate instead of the lower ambulatory rate. These findings represent that ATS may have overcharged the County approximately $83,000. It is important to note that ATS has not had an opportunity to respond to these findings and therefore it would be premature to represent these findings as final. The amounts in question equates to less than 1/10 of 1% of the amount billed for the time period reviewed by AMS. To date, AMS has no evidence that the billing errors were intentional. The audit has also determined that additional MDT management controls of the STS contract should be put into place. Such controls include enhancing automated system controls used to report transportation activity, and closer monitoring of trips billed by the vendor, which will be implementing by MDT for this contract.

- It should be noted that the recommended contract requires vendor compliance with audit efforts by the County, to provide reports that assist in ensuring billing is correct, provide for the use of new technology for added security and accountability measures, tracking of on-time performance, trip activity, and surveillance of driver and passenger behavior.

To date, the current provider and their subcontractors have been cooperative in resolving all outstanding issues while continuing to provide this valuable service.

As previously reported to the Board via memoranda (attached) dated December 2, 2011 and August 28, 2012 as well as the recently approved extension item on September 18, 2012, we have taken every step to keep the Board abreast of the current contract and this solicitation. The County is required to provide this service. I have directed Miami-Dade Transit to aggressively monitor this contract once awarded.

Alina T. Hudak
County Manager/Deputy Mayor

MEMORANDUM

(Revised)

TO: Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners

DATE: November 8, 2012

FROM: R. A. Cuevas, Jr.
County Attorney

SUBJECT: Agenda Item No. 8(F)(11)

Please note any items checked.

_____ **"3-Day Rule" for committees applicable if raised**

_____ **6 weeks required between first reading and public hearing**

_____ **4 weeks notification to municipal officials required prior to public hearing**

_____ **Decreases revenues or increases expenditures without balancing budget**

_____ **Budget required**

_____ **Statement of fiscal impact required**

✓ **Ordinance creating a new board requires detailed County Manager's report for public hearing**

_____ **No committee review**

_____ **Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous_____) to approve**

✓ **Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(F)(11)
11-8-12

RESOLUTION NO. _____

RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT IN THE AMOUNT OF $208,343,635 FOR FIVE YEARS, OR $416,687,280 IF THE ONE FIVE-YEAR OPTION-TO-RENEW IS EXERCISED, WITH PARATRANSIT SPECIAL TRANSPORTATION SERVICES TO SUPER NICE STS, INC. D/B/A TRANSPORTATION AMERICA TO OBTAIN SPECIAL TRANSPORTATION SERVICES (STS) TO MIAMI-DADE TRANSIT, THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE AN AGREEMENT FOR AND ON BEHALF OF MIAMI-DADE COUNTY AND TO EXERCISE ANY CANCELLATION AND RENEWAL PROVISIONS, AND TO EXERCISE ALL OTHER RIGHTS CONTAINED THEREIN, AND AUTHORIZING THE USE OF CHARTER COUNTY TRANSPORTATION SURTAX FUNDS CONTRACT NO. RFP800

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves the execution of an agreement in the amount of $208,343,635 for the initial five year term, or $416,687,270 if one five-year option-to-renew is exercised, with Super Nice STS, Inc. d/b/a Transportation America, in substantially the form attached hereto and made a part hereof, and authorizes the County Mayor or County Mayor's designee to execute same for and on behalf of Miami-Dade County and to exercise any cancellation and renewal provisions and all other rights contained therein, and authorizes the use of Charter County Transportation Surtax Funds.

The foregoing resolution was offered by Commissioner , who moved its adoption. The motion was seconded by Commissioner and upon being put to a vote, the vote was as follows:

Joe A. Martinez, Chairman
Audrey M. Edmonson, Vice Chairwoman

Bruno A. Barreiro	Lynda Bell
Esteban L. Bovo, Jr.	Jose "Pepe" Diaz
Sally A. Heyman	Barbara J. Jordan
Jean Monestime	Dennis C. Moss
Rebeca Sosa	Sen. Javier D. Souto
Xavier L. Suarez	

The Chairperson thereupon declared the resolution duly passed and adopted this 8th day of November, 2012. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By:_____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Bruce Libhaber

Memorandum

MIAMI-DADE COUNTY

Date: August 31, 2012

To: Lester Sola
Director
Internal Services Department

Thru: Miriam Singer, CPPO
Assistant Director
Internal Services Department

From: Fred Simmons, Jr., CPPO
Senior Procurement Contracting Officer
Chairperson, Evaluation/Selection Committee

Subject: Report of Evaluation/Selection Committee for RFP No. 800: Special Transportation System (STS)

The County issued the subject solicitation to obtain proposals from qualified firms to provide Special Transportation Services (STS) for Miami-Dade Transit. STS is provided as a public demand response paratransit service for people with disabilities, in compliance with the provisions of the Department of Transportation ADA Paratransit section 37 requirements and guided, in part, by the Florida Transportation Disadvantaged (TD) Program, pursuant to Chapter 427, Florida Statutes.

The Metropolitan Planning Organization for the Miami Urbanized Area has designated the County, as represented by MDT, as the Community Transportation Coordinator with the responsibility to coordinate activities and funding for transportation resources for individuals defined as transportation disadvantaged by the Florida Transportation Disadvantaged Program. The Contractor shall assist the County in its duties as the Community Transportation Coordinator by providing the Services on behalf of the County.

BACKGROUND

In October 2011, the County issued a solicitation (RFP No. 800) to secure a provider for Special Transportation Services (STS). On December 16, 2011, proposals were received from First Transit, Inc., Professional Medical Transportation, and Super Nice STS, Inc. d/b/a Transportation America. The proposal from Professional Medical Transportation was deemed non-responsive by the County Attorney's Office (see attached). The Professional Medical Transportation proposal did not include the required Buy America certification form. The two remaining proposals from Super Nice STS, Inc. d/b/a Transportation America (Super Nice), and First Transit, Inc. (First Transit) were evaluated by the Evaluation/Selection Committee (Committee). The Committee included County professional staff as well as individuals external to the County representing the disabled community.

During evaluation of technical proposals, questions surfaced regarding some of the information provided in the proposals. Staff worked closely with County legal to review the proposals, and to determine the best method to obtain clarity regarding information submitted in the proposals. On March 22, 2012, the County sent letters to First Transit, and Super Nice, requesting clarification of certain material information contained in their proposal. The Proposers were asked to provide proof of all contracts listed as references, and to provide details regarding the experience of the firm and its key personnel.Responses were received on April 3, 2012, and April 5, 2012 respectively. This information was thoroughly reviewed by procurement staff, and determined that a legal opinion was needed. A request for legal opinion and guidance was sent to the County Attorney's Office on May 4, 2012, a Legal Opinion was provided May 29, 2012 (see attached). A Committee meeting was held on June 25, 2012 where two Committee members said they needed more information before completing their evaluation of the proposals. The Committee determined that oral presentations were not needed, but decided to allow for a period to submit questions to the proposers and at a subsequent meeting review the responses. The Committee decided that July 9, 2012 would be the deadline for Committee

members to submit questions to ISD for the Proposers. Proposers were required to respond by July 16, 2012, and the Committee would reconvene on August 2, 2012. Even though time was allowed for the submission of questions for Proposers, no questions were received.

A Committee meeting was held on August 2, 2012 where the attorney reviewed the legal opinion with the Committee. Afterwards, the Committee finalized the technical scoring, and determined both Proposers provided technically viable proposals and were in the zone of consideration for award. On August 16, Internal Services Department staff sent requests for pricing to both Proposers. Pricing was received from both proposers on August 21, 2012. Price submissions were review by the County Attorney's Office and Procurement Management. Super Nice offered the lowest price. Section 4.6 of the RFP stipulated that the Committee would request negotiations with the proposer that submitted the lowest price. The need to request and review clarifying information from Proposers, the request for submission of questions to proposers, and the requests from the Committee for additional time to evaluate proposals, caused delays during the evaluation process.

Contract Measures: This solicitation includes federal funding, and was reviewed for Disadvantaged Business Enterprise (DBE) goal participation. The Transit Office of Civil Rights placed a 20% DBE goal for this solicitation.

Verification of compliance with contract measures: N/A

Verification of compliance with minimum qualification requirements:
Internal Services Department-Procurement Management and Transit personnel reviewed proposals for compliance with qualification requirements.

Local Certified Service-Disabled Veteran's Business Enterprise Preference: N/A

The Evaluation/Selection Committee (Committee) has completed the evaluation of proposals submitted, following the guidelines published in the solicitation.

The Committee decided not to hold oral presentations in conjunction with its review of proposals.

Summary of scores:
Final Committee scores are as follows:

Proposer	*Technical Score*	*Selection Factor*	*Price Score*	*Proposed Price*	*Total Combined Score*
	Max. 4200	*N/A*	*Lowest Price*		*(Max.4200)*
1. First Transit, Inc.	3690	N/A	N/A	*$222,932,923	**(3690)**
				Price Per Trip:	
				Ambulatory	$25.18
				Non-ambulatory	$33.89

2. Super Nice STS, Inc. d/b/a Transportation America	4003	N/A	N/A	$208. 932,923	(4003)
				Price Per Trip:	
				Ambulatory	$23.44
				Non-Ambulatory	$33.89

*** The determination of lowest price is based on the per trip price (unit price) for ambulatory and non-ambulatory trips, which is the basis for determining the lowest price. The Super Nice offer is the lowest price. To arrive at the total proposed price, the number of ambulatory and non-ambulatory trips, provided by the County, is multiplied by the respective price per trip. First Transit, Inc. incorrectly calculated its total proposed price. The correct total proposed price is $219,621,589; $3,311,334 less than quoted, and $11,277,954 more than the lowest total proposed price by Super Nice.**

Local Preference: The Local Preference Ordinance does not apply.

Negotiations:
The Evaluation/Selection Committee recommends that the County enter into negotiations with Super Nice STS, Inc. d/b/a Transportation America who offered the lowest price.

The following individuals are recommended to participate in negotiations:

1) Fred Simmons, Jr., Senior Procurement Contracting Officer, ISD-PMS, Lead Negotiator
2) Hugh Chen, Deputy Director, Miami-Dade Transit

Evaluation/Selection Committee Consensus Statement:
After a comprehensive review of the proposals by the Committee, negotiations with Super Nice STS, Inc. d/b/a Transportation America are recommended. The Committee determined both Proposers were qualified technically. Section 4.6 of the solicitation stipulated that the Proposer who offered the lowest price would be recommended for negotiations.

Copies of the score sheets are attached for each Evaluation/Selection Committee member, as well as a composite score sheet.

Approved

Lester Sola
Director
Internal Services Department

9/4/12
Date

Not Approved

Lester Sola
Director
Internal Services Department

Date

Memorandum

MIAMI-DADE COUNTY

Date: January 26, 2012

To: Namita Uppal
Contracting Officer
Internal Services Department

From: Bruce Libhaber
Assistant County Attorney

Subject: RFP 800 (Special Transportation Services)
Proposer: Professional Medical Transportation Corp.

You have asked this office if the bid submitted by Professional Medical Transportation Corp. ("Professional Medical") is responsive.

FACTS

We rely on the information provided in your January 25, 2012 e-mail correspondence to me regarding the bidding issues, the terms of the RFP itself and the proposal submitted by Professional Medical. The purpose of the RFP is to establish a contract for the purchase of special transportation services for Miami-Dade Transit. This contract is anticipated to be funded, at least in part, with federal funds. As such, Federal Transit Administration (FTA) regulations have been included in the RFP solicitation documents. In particular, this RFP included a Buy America Certificate of Compliance or Non-Compliance. (Exhibit FED-BY2, p.105 of RFP 800) Professional Medical submitted and signed the Buy America form. Professional Medical did not however, check any of the three boxes on the form indicating whether or not it was certifying it would or would not comply with the Buy America provisions. You have asked us to determine whether this failure to fill out the form renders the proposal as non-responsive.

DISCUSSION

As mentioned above, it is anticipated that the contract arising from this RFP will be funded, at least in part, with federal funds. As such, FTA procurement guidelines are to be included and followed in this RFP solicitation. One of the governing FTA regulations applicable to this particular procurement is the Buy America requirement when the purchase of rolling stock is involved with the contract. 49 CFR Part 661, Section 661.13(b) states " A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification (Exhibit FED-BY2) with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive." In this instance, Professional Medical qualifies as a bidder or offeror. Miami-Dade County, through Miami-Dade Transit, is an FTA recipient. RFP 800 is for an FTA-funded contract. This contract is not subject to a general waiver of the Buy America provisions. Professional Medical, in its submittal, did not complete the Buy America certification form nor commit to comply with the Buy America provisions. As such, the clear, unambiguous language of the 49 CFR Part 661 mandates a finding of non-responsiveness.

In addition, Attachment H to RFP 800 (p. 114) includes the very same language cited above from 49 CFR Part 661. Furthermore, the Buy America form provided in RFP 800 (p.105) states "If the bidder . . . submits the wrong certification of compliance, that bid is non-responsive and cannot be considered." Therefore, the RFP itself clearly states that Buy America is a requirement, the submittal of a correct Buy America form needed to be included with the proposal, and the consequence of failing to

comply is a rejection of the proposal as non-responsive. A signed, blank Buy America form does not indicate that the proposer has committed to meeting this federal requirement.

For the aforementioned reasons, based on the clear language of the applicable federal regulations and the RFP documents, the proposal of Professional Medical must be rejected as non-responsive.

Bruce Libhaber

Bruce Libhaber
Assistant County Attorney

Memorandum

MIAMI-DADE COUNTY

Date: May 29, 2012

To: Namita Uppal/Fred Simmons, Jr.
Procurement Contracting Division
Internal Services Department

From: Bruce Libhaber
Assistant County Attorney

Subject: Legal Opinion for RFP 800, Special Transportation Services

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This memorandum is in response to your inquiries dated May 4, 2012 and May 18, 2012 (inquiries restated in italics below, attachments to inquiries not included in this memorandum). You asked for guidance related to the above-referenced Request for Proposals ("RFP"). In particular, you presented several issues with respect to the proposals from (A) Super Nice STS, Inc. d/b/a Transportation America and (B) First Transit, Inc. My opinion follows each question below:

On December 16, 2011, three proposals were received in response to the Request for Proposals (RFP) No. 800, Special Transportation Services. The proposal from Professional Medical Transportation was deemed non-responsive by your office on January 26, 2012. The remaining two proposals from Super Nice STS, Inc. d/b/a Transportation America and First Transit, Inc. were distributed to the evaluation/selection committee appointed by the County Mayor for the RFP. The Federal Employer Identification Numbers (FEIN) are as follows:

a) Super Nice STS, Inc. d/b/a Transportation America: 320127752
b) First Transit, Inc.: 231716119

On March 22, 2012, letters (Attached herein as Exhibit A) requesting proof of all contracts listed by proposers in their proposal in response to Attachment G, Proposer Information, of the subject RFP were sent to both proposers. This Attachment G is included as Exhibit B to this document. The information provided by proposers in response to Attachment G of the RFP will be evaluated by the evaluation/selection committee in accordance with the evaluation criteria specified in Section 4.2 of the RFP attached herein as Exhibit C.

Both proposers provided information in response to the March 22, 2012 letter. The responses are attached herein as Exhibit D (Response from Super Nice STS, Inc.), and Exhibit E (Response from First Transit, Inc.).

Based on the review of the proposal and responses to the March 22 letter, your legal opinion/guidance is requested on the following issues:

(A) ***Issues related to the proposal from Super Nice STS, Inc. d/b/a Transportation America***

i. Page 1 of the proposal from Super Nice STS, Inc. (Exhibit F) lists Transportation America, Inc. as the d/b/a for Super Nice STS, Inc. Transportation America, Inc. is a separate legal entity from the Super Nice STS, Inc. The FEIN of Transportation America, Inc. is 651120042. This FEIN is different from the FEIN of Super Nice STS, Inc. Both of these firms are owned by Mr.

Raymond Gonzalez and Rene Gonzalez. Transportation America, Inc. is neither the prime nor a sub-contractor to Super Nice, STS, Inc.

Question 1: *How should the evaluation/selection committee consider this inconsistency in the proposal submitted by Super Nice STS, Inc.?*

Answer 1: The inclusion of "Inc." after Transportation America in the cover letter of the proposal is immaterial and should be ignored. Super Nice STS, Inc. has registered Transportation America with the Florida Secretary of State as a fictitious name. (A copy of the filing is attached). The misstatement of a d/b/a name on one page of the proposal does not affect the evaluation of the proposal nor provide a proposer with an unfair advantage. This is consistent with the fact that the proposer submitted its proposal and signed it using Super Nice STS, Inc., d/b/a Transportation America. *See* Super Nice STS, Inc., d/b/a Transportation America Proposal at Form A-1 (proposer identification and authorized signature).

In reviewing the entire proposal submitted by Super Nice STS, Inc. d/b/a Transportation America, it is clear that the intent is to bind proposer Super Nice STS, Inc. The cover letter itself, including the page with the erroneous use of "Inc.," is labeled "Transportation America Proposal" and includes headers and footers stating "Transportation America." In addition to Form A-1, Super Nice STS, Inc. lists Transportation America as the d/b/a in other affidavits and signed forms, including Form A-2 (lobbyist registration), Form A-3 (acknowledgement of addenda); Form A-5 (subcontractor identification form), Form A-6 (fair subcontracting policies), Prime and Subcontractors Information Form (Attachment F), Exhibit FED-DB-1 (Attachment F, Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion [Lower Tier Covered Transaction]), Exhibit FED-LB1 (Lobbying Certification), Exhibit FED-DA1 (Certification of Performance of Safety-Sensitive Functions), and Information for MDT Bidders List.

ii. *In response to item 1 (A) of the Attachment G of the RFP, the proposal from Super Nice STS, Inc. listed the following contracts from the past six (6) years to demonstrate proposers' experience with similar services. See pages 7 to 21 under Tab 3-1A of the proposal.*

Client	*Proposal Page. #*	*Information received in Response to County's March 22, 2012 letter*	*Information from Sunbiz.org*
Medicare	*Page 8 under Tab 3-1A*	- *There is no hard copy of the contract.* - *Providers go through "qualification" process.* - *Contractor is MCT Express, Inc. d/b/a Miami-Dade Ambulance Service.*	
Medicaid	*Page 9 under Tab 3-1A*	- *There is no hard copy of the contract* - *Contractor is MCT Express, Inc. d/b/a Miami-Dade Ambulance Service. Express, Inc.*	*FEIN of MCT Express, Inc.: 651002016*
Leon Medical Center Health Plan	*Page 10 under Tab 3-1A*	- *Contractor is MCT Express, Inc. d/b/a Miami-Dade Ambulance Service.*	*FEIN of MCT Express, Inc.: 651002016*
Leon Medical Center Health Plan	*Page 11 under Tab 3-1A*	- *Contractor is MCT Express, Inc. d/b/a Miami-Dade Ambulance Service.*	
Baptist Health Systems	*Page 13 under Tab 3-1A*	- *Contractor is MCT Express, Inc. d/b/a Miami-Dade Ambulance Service and Medical Care Express, Inc.*	*FEIN of MCT Express, Inc.: 651002016 and FEIN of Medical Care Transportation, Inc.: 650630663*
Veterans Administration Hospital	*Page 14 under Tab 3-1A*	- *There is no hard copy of the contract.* - *Providers go through an approval process.* - *Contractor is Medical Care Transportation, Inc. :*	*FEIN of Medical Care Transportation, Inc.: 650630663*
Preferred Care Partners	*Page 16 under Tab 3-1A*	- *Contractor is Medical Care Transportation, Inc.*	*FEIN of Medical Care Transportation, Inc.: 650630663*
Preferred Care Partners	*Page 17 under Tab 3-1A*	- *Contractor is MCT Express, Inc. d/b/a Miami-Dade Ambulance Service.*	*FEIN of MCT Express, Inc.: 651002016*
Bascom Palmer Eye Institute	*Page 19 under Tab 3-1A*	- *Contractor is Medical Care Transportation, Inc.*	*FEIN of Medical Care Transportation, Inc.: 650630663*
University of Miami Transportation Services	*Page 20 under Tab 3-1A*	- *Contractor is Medical Care Transportation, Inc.*	
Office of the State Attorney Transportation Services	*Page 21 under Tab 3-1A*	- *Contractor is Medical Care Transportation, Inc.*	

Question 2a: *Can the evaluation/selection committee consider the above contracts under the experience category of the proposer (RFP Attachment G, item # 1A)? Please note that the proposer is a different legal entity than the contractors listed above.*

Answer 2a: No, the evaluation/selection committee cannot consider contracts which involve separate and distinct legal entities from the proposer.

Question 2b: *Can the evaluation/selection committee consider the above contracts under the experience category its key personnel (RFP Attachment G, item # 1E) since Mr. Raymond Gonzalez is the owner of companies listed above.*

Answer 2b: Yes, the evaluation/selection committee can consider performance under the contracts referenced in your memorandum under the experience category of its key personnel to the extent that the evaluation/selection committee determines that such "key personnel" had a role in the other contract(s).

iii. *In response to item 1 (C) of the Attachment G of the RFP, the proposal from Super Nice STS, Inc. listed the following contracts that the proposer or its sub-contractors performed for Miami-Dade County. See pages 1 to 8 under Tab 3-1C of the proposal.*

Client	*Proposal Page #*	*Information received in Response to the County's March 22, 2012 letter*	*Information from Sunbiz.org*
Miami-Dade Transit Department	*Page 2 under Tab 3-1C*	- *Contractor is Advanced Transportation Solutions, LLC (ATS)**	*FEIN of ATS: 651112087*
Miami-Dade Transit Department	*Page 4 under Tab 3-1C*	- *Contractor is Advanced Transportation Solutions, LLC (ATS).* - *Transportation America was the largest service provider company in the contract.*	
Public Health Trust	*Page 6 under Tab 3-1C*	- *Contractor is MCT Express, Inc. d/b/a/ Miami-Dade Ambulance Service.*	*FEIN of MCT Express, Inc.: 651002016*
Miami-Dade County Department of Emergency Management	*Page 8 under Tab 3-1C*	- *Contractor is MCT Express, Inc. d/b/a Miami-Dade Ambulance Service*	*FEIN of MCT Express, Inc.: 651002016*

**Super Nice STS, Inc. is a sub-contractor to ATS and performs approximately 42% of the trips. See page 1 of the proposal.*

Question 3a: *For evaluation purposes under the experience category of the proposer (RFP Attachment G, item # 1A), can the evaluation/selection committee consider the entire contract with ATS or the actual work that is performed by the proposer itself as a sub-contractor.*

Answer 3a: The evaluation/selection committee should only consider the actual work that is performed by the proposer itself as a sub-contractor. In evaluating Super Nice STS, Inc. under the category of proposer's experience, for the existing contract for Special Transportation Services with the County, the evaluation/selection committee should only consider those portions of the contract performed by Super Nice STS, Inc.

Question 3b: *Can the evaluation/selection committee consider the above two contracts with MCT Express, Inc. under the experience category of the proposer (RFP Attachment G, item #1A)? Please note that the proposer is a different legal entity than the contractor.*

Answer 3b: No, the evaluation/selection committee cannot consider the contracts referenced in your memorandum under the experience category of the proposer because the legal entities that entered into such contracts were separate and distinct legal entities from the proposer.

Question 3c: *Can the evaluation/selection committee consider the above contracts under the experience category of its key personnel (RFP Attachment G, item # 1E) since Mr. Raymond Gonzalez is the owner of companies listed above.*

Answer 3c: Yes, the evaluation/selection committee can consider performance under the contracts referenced in your memorandum under the experience category of its key personnel to the extent that the evaluation/selection committee determines that such "key personnel" performed in the other contract(s).

iv. *In response to item 1 (A) of the Attachment G of the RFP, the proposal from Super Nice STS, Inc. listed multiple contracts with their dollar values. The March 22, 2012 letter issued by the County requested proof of all contracts from proposers. The information provided by Super Nice STS, Inc. in response to this letter does not validate the dollar values of the contracts.*

Question 4: *Please advise how the evaluation/selection committee should evaluate this information.*

Answer 4: Super Nice STS, Inc.'s proposal includes a list of multiple contracts for transportation services provided by Super Nice STS, Inc., including the name of the entity contracting with Super Nice STS, Inc., as well as the dollar amount of such contracts. Your March 22, 2012 letter requested verification of all such contracts and their dollar amounts from both proposers. The procurement officer may request such information from the proposers to assist the selection/evaluation committee. The officer may also notify the proposers that if such information is not provided by a date certain, then the selection/evaluation committee may be instructed that such information had previously been requested of the proposers and to the extent that the information is not provided, the committee members are free to adjust their evaluations accordingly.

(B) Issues related to the proposal from First Transit, Inc.

Question 5: *To evaluate the financial capability (Attachment G, item 2A) of First Transit, Inc. can the evaluation/selection committee consider the financial resources of FirstGroup America, Inc. (parent company of First Transit, Inc.) or just the financial resources of First Transit, Inc. See page 26 of attachment 3 of the proposal submitted.*

Answer 5: The selection/evaluation committee may only evaluate the financial capability of First Transit, Inc. First Transit, Inc. is the sole proposer and its proposal does not contain any indication that the parent company, FirstGroup America, Inc., is financially backing or otherwise guaranteeing this proposal.

Question 6: *First Transit, Inc. proposed the following sub-contractors in their proposal: Handi-Van, Inc.; Zuni Transportation, Inc.; ProMed Transportation Corporation; and Terrell Industries, Inc. The information regarding sub-contractors is consistent in the forms submitted by the proposer. Page 140 of the proposal includes a statement regarding introduction of a*

new provider "Maruti Fleet and Management". Please advise how the evaluation/selection committee should consider this information.

Answer 6: The selection/evaluation committee shall only evaluate the subcontractors listed on the appropriate forms submitted by the proposer. Specifically, Form A-5 (Subcontractor / Supplier Listing) is mandatory and requires a listing of all subcontractors. Pursuant to the language of the form and consistent with Ordinance No. 97-104, "[a] bidder or proposer who is awarded the contract shall not change or substitute first tier subcontractors or direct suppliers or the portions of the contract work to be performed or materials to be supplied from those identified except upon the written approval of the County." Accordingly, Maruti Fleet and Management should not be considered as part of this proposal.

Question 7: *In response to item 1 (A) of the Attachment G of the RFP, the proposal from First Transit Inc. listed multiple contracts. However, First Transit, Inc. did not include dollar values of these contracts in its proposal or in response to the County's March 22, 2012 letter. Since the intent of the March 22 letter was to validate the information already provided in the proposal and not to allow the firms to supplement additional information. The evaluation/selection committee will be advised to evaluate the proposals without this information. Please advise if this approach is consistent with the County policies and procedures.*

Answer 7: First Transit, Inc.'s proposal includes a list of multiple contracts for transportation services provided by First Transit, Inc., including the name of the entity contracting with First Transit, Inc., as well as the dollar amount of such contracts. Your March 22, 2012 letter requested verification of all such contracts and their dollar amounts from both proposers. The procurement officer may request such information from the proposers to assist the selection/evaluation committee. The officer may also notify the proposers that if such information is not provided by a date certain, then the selection/evaluation committee may be instructed that such information had previously been requested of the proposers and to the extent that the information is not provided, the committee members are free to adjust their evaluations accordingly.

(C) *Issues Raised in Fred Simmons's May 18, 2012 Correspondence*

Question: *Please review the DBE Certification of Assurance for RFP No. 800 provided, and the manner in which they are filled out, and advise if this impacts the responsiveness of either Proposer.*

Answer: The purpose of this Certification of Assurance is to provide the County with a commitment from the proposer to meet the DBE goal provided in RFP No. 800. In this case, the RFP included a minimum DBE participation goal of 12 percent of the total price of the contract. See RFP No. 800, Attachment J. "A proposal that fails to include the Certification of Assurance . . . may be deemed non-responsive." *Id.* To the extent that there is a responsibility determination, that determination is that the proposer includes a Certification of Assurance committing to meeting the DBE goal. In reviewing the submissions of First Transit, Inc., and Super Nice STS, Inc. d/b/a Transportation America, both parties have submitted Certifications of Assurance for the subject RFP in which they have, respectively, committed to meeting the

DBE goal. Accordingly, neither proposal can be deemed non-responsive for failing to provide a Certification of Assurance.

In addition to submitting signed Certifications of Assurance for the prime contractors, both proposals included an executed Form A-5 (Subcontractor/Supplier Listing), both proposals included at least one DBE business on their respective listings, and both proposals included executed Prime and Subcontractor Information forms from the prime contractor and all subcontractors listed on their respective Forms A-5.

First Transit, Inc. also included signed Certifications of Assurance from its subcontractors, including its listed DBE subcontractors, while Super Nice STS, Inc. d/b/a Transportation America did not include such certifications from its subcontractors. To the extent one were to allege that either proposer filled out the Certification of Assurance form in an incorrect manner, the use of "may" in the above-referenced RFP language is permissive as opposed to mandatory. The inclusion (or lack of inclusion) of a Certification of Assurance form from a subcontractor cannot form the basis of a responsiveness determination, as the only assurance sought by the County is that of the prime contractor. Additionally, the Certification of Assurance form is part of a federally-approved plan that allows the issue to be one of responsibility as opposed to responsiveness. As such, it is not required, even if the Certificate of Assurance was improperly filled out, to deem either proposal non-responsive.

Moreover, while the Assurance Form provided included space to indicate how much work would be performed by the DBE(s), the amount of work to be performed by each DBE is only required in the solicitation to be provided two days prior to negotiations and is thus a condition of award, not a condition of responsiveness. See RFP No. 800, Attachment J (requiring a schedule of participation executed by the prime two days prior to scheduled negotiations or award date). The amount committed to each DBE firm may be changed as long as each DBE firm listed continues to participate and the overall DBE participation meets or exceeds the 12% floor as set forth in the solicitation.

Should you have any other questions, please feel free to contact me.

Alexander S. Bokor FOR
Bruce Libhaber
Assistant County Attorney

c: Alina T. Hudak, County Manager
Lester Sola, Director, Internal Services Department
Miriam Singer, Assistant Director, Internal Services Department
Alexander S. Bokor, Assistant County Attorney
Amos Roundtree, Division Director, Internal Services Department

RFP NO. 800

SPECIAL TRANSPORTATION SERVICES

EVALUATION OF PROPOSALS

COMPOSITE

SELECTION CRITERIA / PROPOSERS	Maximum Points Per Member	Maximum Total Points (7 members)	First Transit, Inc.	Super Nice STS, Inc. dba Transportation America
Experience and Key Personnel	60	420	384	385
Financial Capability	90	630	486	596
Vehicles and Facility	90	630	579	601
Service Plan and Safety	120	840	770	799
Proposed Technology and Systems	120	840	735	807
Transition Plan	120	840	736	815
Total Technical Points	600	4200	3690	4003

SIGNATURE: Fred Simmons Jr. — PRINT NAME: FRED Simmons Jr. — DATE: 8/24/12

Chairperson

Lydia Osborne — LYDIA OSBORNE — 8/24/12

Reviewed By

8/24/2012

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RFP NO. 800

SPECIAL TRANSPORTATION SERVICES

EVALUATION OF PROPOSALS

AIMEE MARTINEZ (CIAO)

SELECTION CRITERIA / PROPOSERS	Maximum Points	First Transit, Inc.	Super Nice STS, Inc. dba Transportation America
Experience and Key Personnel	60	57	56
Financial Capability	90	72	81
Vehicles and Facility	90	88	81
Service Plan and Safety	120	115	110
Proposed Technology and Systems	120	114	108
Transition Plan	120	109	114
Total Technical Points	600	555	550

Sigtn: Aimee Martinez
Date: 8/21/12

8/21/2012

2012 AUG -6 PM 12: 13

RFP NO. 800

SPECIAL TRANSPORTATION SERVICES

EVALUATION OF PROPOSALS

LARS SCHMEKEL (ITD)

SELECTION CRITERIA / PROPOSERS	Maximum Points	First Transit, Inc.	Super Nice STS, Inc. dba Transportation America
Experience and Key Personnel	60	56	54
Financial Capability	90	84	81
Vehicles and Facility	90	81	85
Service Plan and Safety	120	110	114
Proposed Technology and Systems	120	108	114
Transition Plan	120	108	112
Total Technical Points	600	547	560

Sigtn: [signature]
Date: 8/3/2012

8/3/2012

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RFP NO. 800

SPECIAL TRANSPORTATION SERVICES

EVALUATION OF PROPOSALS

JOEL PEREZ (MDT)

SELECTION CRITERIA / PROPOSERS	Maximum Points	First Transit, Inc.	Super Nice STS, Inc. dba Transportation America
Experience and Key Personnel	60	50	60
Financial Capability	90	90	90
Vehicles and Facility	90	75	85
Service Plan and Safety	120	110	110
Proposed Technology and Systems	120	105	115
Transition Plan	120	105	120
Total Technical Points	600	535	580

Joel Perez 8-2-12

8/2/2012

RFP NO. 800

SPECIAL TRANSPORTATION SERVICES

EVALUATION OF PROPOSALS

ERNIE MARTINEZ (CODI)

SELECTION CRITERIA / PROPOSERS	Maximum Points	First Transit, Inc.	Super Nice STS, Inc. dba Transportation America
Experience and Key Personnel	60	60	60
Financial Capability	90	90	90
Vehicles and Facility	90	80	90
Service Plan and Safety	120	110	115
Proposed Technology and Systems	120	90	120
Transition Plan	120	100	120
Total Technical Points	600	530	595

Ernie Martinez 8/24/12

8/8/2012

RFP NO. 800

SPECIAL TRANSPORTATION SERVICES

EVALUATION OF PROPOSALS

JESUS GARCIA (LOGISTICARE)

SELECTION CRITERIA / PROPOSERS	Maximum Points	First Transit, Inc.	Super Nice STS, Inc. dba Transportation America
Experience and Key Personnel	60	59	60
Financial Capability	90	90	89
Vehicles and Facility	90	90	90
Service Plan and Safety	120	120	120
Proposed Technology and Systems	120	120	120
Transition Plan	120	119	119
Total Technical Points	600	598	598

8/22/2012

8/21/2012

RFP NO. 800

SPECIAL TRANSPORTATION SERVICES

EVALUATION OF PROPOSALS

HEIDI JOHNSON-WRIGHT (ISD)

SELECTION CRITERIA / PROPOSERS	Maximum Points	First Transit, Inc.	Super Nice STS, Inc. dba Transportation America
Experience and Key Personnel	60	50	55
Financial Capability	90	30	75
Vehicles and Facility	90	75	80
Service Plan and Safety	120	85	110
Proposed Technology and Systems	120	80	110
Transition Plan	120	80	110
Total Technical Points	**600**	**400**	**540**

Heidi Johnson-Wright
6/3/12

6/3/2012

RFP NO. 800

SPECIAL TRANSPORTATION SERVICES

EVALUATION OF PROPOSALS

ALBERTO PARJUS (OMB)

SELECTION CRITERIA / PROPOSERS	Maximum Points	First Transit, Inc.	Super Nice STS, Inc. dba Transportation America
Experience and Key Personnel	60	52	40
Financial Capability	90	30	90
Vehicles and Facility	90	90	90
Service Plan and Safety	120	120	120
Proposed Technology and Systems	120	118	120
Transition Plan	120	115	120
Total Technical Points	600	525	580

8/8/2012

FORM B-1: PRICE SCHEDULE

Special Transportation Services

NOTE: Miami-Dade County is exempt from all taxes (Federal, State, and Local). Tax Exemption Certificate furnished upon request.

SECTION 1: PRICE

These services will be exercised by the County at its sole discretion.

B) Interactive Voice Response (IVR) System: The Contractor shall provide and maintain an interactive voice response (IVR) system. The IVR system shall, at minimum, call Customers on the day before a scheduled trip to provide the date and time of the scheduled trip.

C) Real-Time Digital Video Surveillance System: Pursuant to RFP No. 800, Attachment B (Scope of Services), Section 39.1

D) Riders' Picture Identification Integration: Pursuant to RFP No. 800, Attachment B (Scope of Services), Section 39.3 shall include all expenses to be paid under any contract issued as a result of this RFP.

Price Table:

	Column A	Column B	Column C	Column D	(A + B + C + D) Column E	Column F
Type of Trip	**Price Per Trip**	**Interactive Voice Response**	**Real-Time Digital Video Surveillance System**	**Riders' Picture Identification Integration**	**Total Price Per Trip**	**Estimated Number of Trips for the Initial Five (5) Year Contract Term**
Ambulatory	$23.44	$0	$0	$0	$23.44	5,906,870
Non-Ambulatory	$33.89	$0	$0	$0	$33.89	2,062,160
					Total Proposed Price $208,343,635.20	

NOTE:

1. The Price Per Trip (Column A) shall be for each certified STS customer transported regardless of the number of persons in the vehicle, the mileage, and the time consumed. The Price Per Trip includes the per trip fare that is collected by the Contractor from each rider. See Attachment B, Section 30, Fares and Accounting of the Scope of Services for more details.

FORM B-1: PRICE SCHEDULE

2. Prices for Services under Columns B, C, and D, are to be stated as per trip charges.

3. The Estimated Number of Trips (Column F) is based on past utilization figures that are not validated by the County and are provided by the incumbent vendor. The County does not guarantee that trips will surpass or even equal the estimated numbers specified within this solicitation. As such, the estimated numbers are not a guarantee, commitment, or a promise that in the future the County will guarantee any minimum quantity of service, percentage of service, or number of trips.

4. Proposers' Total Price will be evaluated to determine the lowest price offered as per Section 4.6 of RFP No. 800.

SECTION 2: PRICE FOR ADDITIONAL OPTIONS:

The optional services may be exercised by the County, at its sole discretion. Should the County decide to exercise any of the options below, Federal Transit Administration Funds will be not used to pay for these optional services.

The price for providing all services (Except Options) as stated in Attachment B of RFP No 800.

Option	Per Trip Charge for the Option
Incident Based Vehicle Video Technology	$0.11
Multilingual capabilities of Mobile Data Terminals or comparable technology	$0.03

NOTE:

1. Incident Based Vehicle Video Technology: Pursuant to RFP No. 800, Attachment B (Scope of Services), Section 39.2.
2. Multilingual capabilities of Mobile Data Terminals or comparable technology: Pursuant to RFP No. 800, Attachment B (Scope of Services), Section 39.4.

Contract No. 800
Special Transportation Services

THIS AGREEMENT made and entered into as of this _____ day of _____ by and between Super Nice STS, Inc., dba Transportation America, a corporation organized and existing under the laws of the State of Florida, having its principal office at 2766 NW 62nd Street (hereinafter referred to as the "Contractor"); and Miami-Dade County, a political subdivision of the State of Florida, having its principal office at 111 N.W. 1st Street, Miami, Florida 33128 (hereinafter referred to as the "County"),

WITNESSETH:

WHEREAS, the Contractor has offered to provide Special Transportation Services, on a non-exclusive basis, that shall conform to the Scope of Services (Attachment A); Miami-Dade County's Request for Proposals (RFP) No. 800 and all associated addenda and attachments, incorporated herein by reference; and the requirements of this Agreement; and,

WHEREAS, the Contractor has submitted a written proposal dated December 12, 2012, hereinafter referred to as the "Contractor's Proposal" which is incorporated herein by reference; and,

WHEREAS, the County desires to procure from the Contractor such services for the County, in accordance with the terms and conditions of this Agreement;

WHEREAS, the Contractor and the County have mutually agreed to these documents, herein referred to as the "Contract Documents", which are incorporated herein; and,

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

County hereby agrees that payment will be made to the Contractor as provided for herein; a fixed per trip price of TWENTY-THREE DOLLARS AND FOURTY-FOUR CENTS ($23.44) for an ambulatory trip, and a fixed per trip price of THIRTY-THREE DOLLARS AND EIGHTY-NINE CENTS per non-ambulatory trip, as may be adjusted pursuant to Article 8 herein.

ARTICLE 1. DEFINITIONS

The following words and expressions used in this Contract shall be construed as follows, except when it is clear from the context that another meaning is intended:

1. ADA – Americans with Disabilities Act of 1990.

2. Ambulatory – Any Customer who can enter, occupy and exit a passenger motor vehicle with limited assistance from the Chauffeur, does not require the use of a wheelchair, and does not require bodily lifting by the Chauffeur.

3. Automated Call Distributor(ACD) – A phone application program which processes incoming calls by routing calls to available agents and, when necessary, holding calls in queue until the calls can be directed to the next agent available to answer the call. The system may incorporate voice menus allowing the caller to connect to the appropriate agent or functional area.

4. Backup – A for-hire vehicle, authorized by the County's Passenger Transportation Regulatory Division (PTRD) and driven by a PTRD authorized Chauffeur, which may not be solely dedicated for use in the Contract.

5. Cancellations – Notification to the Contractor by the County, Customer, or a person representing the Customer (i.e. family member, social worker, etc.). that a scheduled trip is no longer required.

6. CFR – Code of Federal Regulation.

7. "Change Order" or "Extra Work" or "Additional Work" - Resulting in additions or deletions or modifications to the amount, type or value of the Work and Services as required in this Contract, as directed and/or approved by the County.

8. Chauffeur or Driver – An individual licensed by PTRD and operating a County authorized vehicle to transport Customers, attendants and/or Companions.

9. Client, Customer, or Rider – A person who is designated by the County as eligible to reserve and receive a trip.

10. Companion – A person who is not a PCA and accompanies a Customer at the Customer's request.

11. Complaint – Dissatisfaction, expressed either verbally or in written form by a Customer, County staff, or the general public pertaining, to any facet of operation under the control of the Contractor. The County reserves the right to request a written response in all cases it deems necessary.

12. Contract, Contract Documents, or Agreement – Collectively any Supplemental Agreements, Change Orders, these terms and conditions, the Scope of Services (Appendix A), RFP No. 800 and all associated addenda and attachments, the Contractor's Proposal, and all other attachments hereto and all amendments issued hereto.

13. Contract Award Date - Date on which the award of the Contract is approved by the Board of County Commissioners.

14. Contract Start Date –The date on which the Contractor starts providing the Services. The County will issue a Notice-To-Proceed to allow the Contractor to commence these Services.

15. Contract Manager – Miami-Dade County's duly authorized representative designated to manage the Contract.

16. Contractor – Also known as "the prime Contractor", Super Nice STS, Inc., dba Transportation America and its permitted successors and assigns.

17. County – Miami-Dade County, a political subdivision of the State of Florida.

18. Days – Calendar Days.

19. Deliverables – All documentation and any items of any nature submitted by the Contractor to the County's Project Manager for review and approval pursuant to the terms of this Contract.

20. "Directed", "required", "permitted", "ordered", "designated", "selected", "prescribed" or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the County's Project Manager; and similarly the words "approved", acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the County's Project Manager.

21. Excessive Travel Time – When a Customer's travel time for a one-way trip exceeds the comparable fixed route travel time by more than 10%, including applicable transfers, walking, and wait time; or where no comparable trip is available, using the fixed-route service, excessive time will be when the average speed is below 10.8 miles per hour for the trip distance.

22. ESRI – Environmental Systems Research Institute is a software development and services company that provides Geographic Information System (GIS) software and geodatabase management applications.

23. FDOT – Florida Department of Transportation.

24. FTA – Federal Transit Administration, formerly Urban Mass Transportation Administration (UMTA).

25. Geofence - A predefined virtual perimeter around a geographical area that defines the allowable area to perform a pick-up or drop-off.

26. Group Trip - A trip in which a vehicle is used to transport four or more revenue clients and/or companions from a common origin address to a common destination address. A Group Trip is priced per trip and not by individual Client.

27. In Service – The time a vehicle/Chauffeur begins the run to provide transportation service to a Customer until the time the run is completed.

28. Incident – Any unusual or extraordinary event that causes disruption of service which occurs while a vehicle/Chauffeur is in service that may or may not include intervention of County, Contractor, and/or other governmental agencies including Fire Rescue, Police, etc.

29. Missed Trip – Failure to pick-up a Customer at all, with the exception of a Cancellation.

30. Multi-Load Trips - Trips in which three or more Clients are picked up at multiple origin addresses and dropped at a common destination address, or trips in which three or more Clients are picked up at a common origin address and dropped at multiple destination addresses.

31. Negotiated Pick-up Time – When a Customer calls the Contractor with a Requested Pick-up Time, the Contractor may negotiate a pick-up/vehicle arrival time while the Customer is on the phone. The negotiated time shall be within one (1) hour before or one (1) hour after the Requested Pick-up Time. Once agreed upon, the Negotiated Pick-up Time cannot be changed by the Contractor and shall be accurately recorded in the Mobile Data Terminals (or comparable technologies) or on the Driver's Manifest.

32. Next Day Service – A trip provided in response to a reservation made on the day preceding the day of the service.

33. No-show – Failure of a Customer to cancel a prearranged trip at least one (1) hour in advance of the Scheduled Pick-up Time or not be present at the designated pick-up location throughout the Service Window.

34. Non-Ambulatory – Any person who requires to be transported in a lift or ramp equipped vehicle and/or must travel in his/her wheelchair.

35. Passenger Motor Vehicle – A Chauffeur driven motor vehicle, permitted by Passenger Transportation Regulatory Division, providing seating accommodations for passengers.

36. Passenger Transportation Regulatory Division (PTRD) – Division of Miami-Dade County which regulates "passenger motor vehicles" and "Chauffeurs".

37. Personal Care Attendant (PCA) – The person who provides assistance to the Customer.

38. Personnel – The employees of the Contractor and its subcontractors.

39. Program Feedback - Any observation (positive or negative) received from Customers, County staff, or the general public pertaining to any facet of service provided under the Contract.

40. Project Manager – The County Mayor or the duly authorized representative designated to manage the Project.

41. Proposer – The person, firm, entity or organization, as stated on Form A-1, submitting a response to this Solicitation.

42. Requested Pick-up Time – The desired time requested (asked for) by the Customer to meet their transportation needs. For further information see "Negotiated Pick-up Time".

43. Reservation – The assignment of a pick-up time for a Customer based upon the Customer's Requested Pick-Up Time or Negotiated Pick-Up Time.

44. Routing – The organization of individual Customer pick-ups and drop-offs within the "Service Window" constraints so as to maximize multi-loading and the efficient utilization of Chauffeurs and vehicles without "Excessive Travel Time" for the Customers.

45. Special Trip Request – Service provided to a Customer on the same day that a reservation is made. The service window for Special Trip Request is two (2) hours from the time that the Special Trip Request is received by the Contractor and approved by the County.

46. Scheduled Pick-up Time – The pick-up time either requested by the Customer and accepted by the Contractor or the successfully negotiated pick-up time between the Customer and the Contractor, that is routed by the Contractor, for the purpose of vehicle/Chauffeur arrival at the Customer's pickup location within the two (2) ADA service window which is one (1) hour before or one (1) hour after the Requested Pick-up Time.

47. Scheduling – The assignment of a reservation for Customer transport. Scheduling may be based on the Scheduled Pickup Time for a Customer or the Customer's required arrival time at a designated location.

48. Scope of Services – The document appended hereto as Attachment B, which details the work to be performed by the Contractor.

49. Service Window or Window – Period of time allowed to the Contractor after the Customer's Scheduled Pick-up Time, for vehicle/Chauffeur arrival and actual Customer pick-up. The period of time allowed is zero (0) minutes before and thirty (30) minutes after the Scheduled Pickup Time.

50. Solicitation – This Request for Proposals (RFP) document, and all associated addenda and attachments.

51. Stranded Customer – A Customer who is not picked up within sixty (60) minutes of the Scheduled Pickup Time for advanced reservations, or within two (2) hours following an approved request for a Special Trip Request.

52. Subcontractor – Any person, firm, entity or organization, other than the employees of the Contractor, who furnish labor, equipment, carrier service (trips) to Customers, provide reservation and/or call taking services, or any combination thereof, in connection with the Services to the County, whether directly or indirectly, on behalf and/or under the direction of the Contractor and whether or not in privity of contract with the Contractor.

53. Subscription Trips / Subscription - Shall mean series of prescheduled trips in which an individual goes to or from the same destination at the same time of day, at least twice a week rather than a daily request.

54. TDD – Telephone Device for the Deaf.

55. Traffic shaping – The control of computer network traffic in order to optimize or guarantee performance, improve latency and/or increase usable bandwidth for some kinds of packets by delaying other kinds of packets that meet set criteria. This is also known as "packet shaping".

56. Transportation Disadvantaged (TD) – Those persons who because of physical or mental disability, income status, or age or who for other reasons are unable to transport themselves

or to purchase transportation and are, therefore, dependent upon others to obtain access to health care, employment, education, shopping, social activities, or other life-sustaining activities, or children who are high risk or at-risk as defined in Florida Statute 411.202.

57. Travel Time – As defined by the ADA for paratransit services, a one-way paratransit trip wherein the Customer's time traveled is similar to a comparable fixed route travel time, including applicable transfers, walking, and wait time. Where no comparable trip is available using the fixed-route service, the travel time shall be with a speed between 12.0 to 10.8 miles per hour.

58. Trip – The one-way transportation service provided from when the Customer enters the vehicle to when the Customer's destination is reached.

59. Trip Center – Facility where requests for trip reservations are received, negotiated, scheduled, routed, dispatched and forwarded to the Chauffeurs/vehicles providing Customer.

60. Trip Denial – As defined by the FTA, a Customer's trip request is considered a "trip denial" if: 1) the round trip cannot be provided at the time of the request; or, 2) a trip is scheduled/performed outside the 2-hour ADA service window, i.e. not provided within one (1) hour before or one (1) hour after the Requested Pick-Up Time.

61. Trip Screening – The process or procedure used by the Contractor, during the reservation process, to ensure that only Customers, as pre-determined by the County, are provided with paratransit services.

62. Work, Services, Program, or Project – All matters and things that will be required to be done by the Contractor in accordance with the provisions of this Contract.

ARTICLE 2. ORDER OF PRECEDENCE

If there is a conflict between or among the provisions of this Agreement, the order of precedence is as follows: 1) any Supplemental Agreements or Change Orders to these terms and conditions, 2) these terms and conditions, 3) the Scope of Services (Attachment B), 4) the Miami-Dade County's RFP No. 800 and any associated addenda and attachments thereof, and 5) the Contractor's Proposal.

ARTICLE 3. RULES OF INTERPRETATION

a) References to a specified Article, section or schedule shall be construed as reference to that specified Article, or section of, or schedule to this Agreement unless otherwise indicated.

b) Reference to any agreement or other instrument shall be deemed to include such agreement or other instrument as such agreement or other instrument may, from time to time, be modified, amended, supplemented, or restated in accordance with its terms.

c) The terms "hereof", "herein", "hereinafter", "hereby", "herewith", "hereto", and "hereunder" shall be deemed to refer to this Agreement.

d) The titles, headings, captions and arrangements used in these Terms and Conditions are for convenience only and shall not be deemed to limit, amplify or modify the terms of this Contract, nor affect the meaning thereof.

ARTICLE 4. NATURE OF THE AGREEMENT

a) This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered or amended only by a written amendment duly executed by both parties hereto or their authorized representatives.

b) The Contractor shall provide the services set forth in the Scope of Services, and render full and prompt cooperation with the County in all aspects of the Services performed hereunder.

c) The Contractor acknowledges that this Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work and Services under this Contract. All things not expressly mentioned in this Agreement but necessary to carrying out its intent are required by this Agreement, and the Contractor shall perform the same as though they were specifically mentioned, described and delineated.

d) The Contractor shall furnish all labor, materials, tools, supplies, and other items required to perform the Work and Services that are necessary for the completion of this Contract. All Work and Services shall be accomplished at the direction of and to the satisfaction of the County's Project Manager.

e) The Contractor acknowledges that the County shall be responsible for making all policy decisions regarding the Scope of Services. The Contractor agrees to provide input on policy issues in the form of recommendations. The Contractor agrees to implement any and all changes in providing Services hereunder as a result of a policy change implemented by the County. The Contractor agrees to act in an expeditious and fiscally sound manner in providing the County with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.

ARTICLE 5. CONTRACT TERM

The Contract shall become effective on the date indicated on the first page of this agreement and shall be for the duration of five (5) years. The County, in its sole discretion, reserves the right to exercise the option to renew for this Contract for one (1) additional five-year period unless the Contractor notifies the County, at least one-year prior to the expiration of the initial term, that the average of all price adjustments, applied to this contract in accordance with Article 8, has increased beyond 3%. Upon receipt of this notification, the County will renegotiate the contract with the Contractor for the option-to-renew period. The re-negotiated contract for the option-to-renew period will be presented to the Board of County Commissioners for approval.

The County reserves the right to exercise its option to extend this Contract for up to one hundred-eighty (180) calendar days beyond the current Contract period and will notify the Contractor in writing of the extension. This Contract may be extended beyond the initial one hundred-eighty (180) calendar day extension period by mutual agreement between the County and the Contractor, upon approval by the Board of County Commissioners.

ARTICLE 6. NOTICE REQUIREMENTS

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if delivered by Registered or Certified Mail, with return receipt requested; or delivered personally; or delivered via fax or e-mail (if provided below) and followed with delivery of hard copy; and in any case addressed as follows:

(1) to the County

a) to the Project Manager:

Miami-Dade County
Transit Department
Attention: Department Director
Phone: 786-469-5408

and,

b) to the Contract Manager:

Miami-Dade County
Internal Services Department Procurement Management Services
111 N.W. 1st Street, Suite 1300
Miami, FL33128-1974
Attention: Assistant Director
Phone:(305) 375-5548
Fax: (305) 375-2316

(2) To the Contractor

Ray Gonzalez, CEO
Attention: Zev Naiditch, Project Manager/General Manager
Phone: 305-264-7111
Fax: 305-265-3303
E-mail:znaiditch@transportationamerica.com

Either party may at any time designate a different address and/or contact person by giving notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

ARTICLE 7. PAYMENT FOR SERVICES/AMOUNT OBLIGATED

The Contractor warrants that it has reviewed the County's requirements and has asked such questions and conducted such other inquiries as the Contractor deemed necessary in order to determine the price the Contractor will charge to provide the Work and Services to be performed under this Contract. The compensation for all Work and Services performed under

this Contract, including all costs associated with such Work and Services, shall be in accordance with Appendix A. The County shall have no obligation to pay the Contractor any additional sum in excess of this amount, except for a change and/or modification to the Contract, which is approved and executed in writing by the County and the Contractor.

All Services undertaken by the Contractor before County's approval of this Contract shall be at the Contractor's risk and expense.

ARTICLE 8. PRICING

Prices shall remain firm and fixed for a six-month period from the effective date of the Contract. Prior to the end of the initial six-month period and for each subsequent six-month period thereafter, including any option-to-renew or extensions thereof, the County will review price adjustments based on the weighted sum of the percentage change in the value of the most recent Consumer Price Index (CPI)*-All Items (Weight = 75%) and percentage change in value of CPI-Private Transportation (Weight = 25%). Any upward or downward adjustments will not exceed 3% annually. This adjustment will be in lieu of any other price adjustment, such as an adjustment for changes in the living wage rate.

*The CPI data will be based on All Urban Consumers, Not Seasonally Adjusted, Miami-Fort Lauderdale, and FL Area.

ARTICLE 9. METHOD AND TIMES OF PAYMENT

The Contractor agrees that under the provisions of this Agreement, as reimbursement for those actual, reasonable and necessary costs incurred by the Contractor, which are directly attributable or properly allocable to the Services, the Contractor may bill the County periodically, but not more than once per month, upon invoices certified by the Contractor. All invoices shall be taken from the books of account kept by the Contractor, shall be supported by copies of payroll distribution, receipt bills or other documents reasonably required by the County, shall show the County's contract number, and shall have a unique invoice number assigned by the Contractor. It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and that interest payments are made on late payments. In accordance with Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the County or the Public Health Trust shall be forty-five (45) days from receipt of a proper invoice. The time at which payment shall be due to small businesses shall be thirty (30) days from receipt of a proper invoice. All payments due from the County or the Public Health Trust and not made within the time specified by this section shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Mayor, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or the Public Health Trust.

Invoices and associated back-up documentation shall be submitted in duplicate by the Contractor to the County as follows:

Miami-Dade County - Transit Department
Paratransit Operations Division
701 NW 1st Court, Suite 1100
Miami, FL33136
Attention: Paratransit Operations Division Director

The County may at any time designate a different address and/or contact person by giving

written notice to the other party.

ARTICLE 10. INDEMNIFICATION AND INSURANCE

The Contractor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Contractor or its employees, agents, servants, partners principals or subcontractors. The Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

Upon County's notification, the Contractor shall furnish to the Department of Procurement Management, Certificates of Insurance that indicate that insurance coverage has been obtained, which meets the requirements as outlined below:

1. Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440.

2. Public Liability Insurance on a comprehensive basis in an amount not less than $1,000,000 combined single limit per occurrence for bodily injury and property damage. Miami-Dade County must be shown as an additional insured with respect to this coverage. The mailing address of Miami-Dade County 111 N.W. 1st Street, Suite 1300, Miami, Florida 33128-1974, as the certificate holder, must appear on the certificate of insurance.

3. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than $1,000,000 combined single limit per occurrence for bodily injury and property damage.

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operation of the Contractor. All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida with the following qualifications:

The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

OR

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida", issued by the State of Florida Department of Financial Services and are members of the Florida Guaranty Fund.

Certificates of Insurance must indicate that for any cancellation of coverage before the expiration date, the issuing insurance carrier will endeavor to mail thirty (30) day written

advance notice to the certificate holder. In addition, the Contractor hereby agrees not to modify the insurance coverage without thirty (30) days written advance notice to the County.

NOTE: MIAMI-DADECOUNTY CONTRACT NUMBER AND TITLE MUST APPEAR ON EACH CERTIFICATE OF INSURANCE.

Compliance with the foregoing requirements shall not relieve the Contractor of this liability and obligation under this section or under any other section in this Agreement.

Award of this Contract is contingent upon the receipt of the insurance documents, as required, within ten (10) business days after notification of recommendation to award. If the insurance certificate is received within the specified time frame but not in the manner prescribed in this Agreement, the Contractor shall have an additional five (5) business days to submit a corrected certificate to the County. If the Contractor fails to submit the required insurance documents in the manner prescribed in this Agreement within fifteen (15) business days, the Contractor shall be in default of the contractual terms and conditions and award of the Contract may be rescinded, unless such timeframe for submission has been extended by the County.

The Contractor shall be responsible for ensuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of the Contract, including any and all option years or extension periods that may be granted by the County. If insurance certificates are scheduled to expire during the contractual period, the Contractor shall be responsible for submitting new or renewed insurance certificates to the County at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the County shall suspend the Contract until such time as the new or renewed certificates are received by the County in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the County may, at its sole discretion, terminate this contract.

ARTICLE 11. MANNER OF PERFORMANCE

a) The Contractor shall provide the Services described herein in a competent and professional manner satisfactory to the County in accordance with the terms and conditions of this Agreement. The County shall be entitled to a satisfactory performance of all Services described herein and to full and prompt cooperation by the Contractor in all aspects of the Services. At the request of the County, the Contractor shall promptly remove from the project any Contractor's employee, subcontractor, or any other person performing Services hereunder. The Contractor agrees that such removal of any of its employees does not require the termination or demotion of any employee by the Contractor.

b) The Contractor agrees to defend, hold harmless and indemnify the County and shall be liable and responsible for any and all claims, suits, actions, damages and costs (including attorney's fees and court costs) made against the County, occurring on account of, arising from or in connection with the removal and replacement of any Contractor's personnel performing services hereunder at the behest of the County. Removal and replacement of any Contractor's personnel as used in this Article shall not require the termination and or demotion of such Contractor's personnel.

c) The Contractor agrees that at all times it will employ, maintain and assign to the performance of the Services a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is

hereinafter made. The Contractor agrees to adjust its personnel staffing levels or to replace any its personnel if so directed upon reasonable request from the County, should the County make a determination, in its sole discretion, that said personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a position.

d) The Contractor warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses as necessary to perform the Services described herein, in a competent and professional manner.

e) The Contractor shall at all times cooperate with the County and coordinate its respective work efforts to most effectively and efficiently maintain the progress in performing the Services.

f) The Contractor shall comply with all provisions of all federal, state and local laws, statutes, ordinances, and regulations that are applicable to the performance of this Agreement.

ARTICLE 12. EMPLOYEES ARE THE RESPONSIBILITY OF THE CONTRACTOR

All employees of the Contractor shall be considered to be, at all times, employees of the Contractor under its sole direction and not employees or agents of the County. The Contractor shall supply competent employees. Miami-Dade County may require the Contractor to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on County property is not in the best interest of the County.

ARTICLE 13. INDEPENDENT CONTRACTOR RELATIONSHIP

The Contractor is, and shall be, in the performance of all work services and activities under this Agreement, an independent contractor, and not an employee, agent or servant of the County. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees and agents of the County.

The Contractor does not have the power or authority to bind the County in any promise, agreement or representation other than specifically provided for in this Agreement.

ARTICLE 14. AUTHORITY OF THE COUNTY'S PROJECT MANAGER

a) The Contractor hereby acknowledges that the County's Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Contractor's Proposal; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.

b) The Contractor shall be bound by all determinations or orders and shall promptly comply with every order of the Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Contractor agrees with the Project

Manager's determination or order. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.

c) The Contractor must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Contractor and the Project Manager are unable to resolve their difference, the Contractor may initiate a dispute in accordance with the procedures set forth in this Article. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.

d) In the event of such dispute, the parties to this Agreement authorize the County Mayor or designee, who may not be the Project Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the County Mayor's purview as set forth above shall be conclusive, final and binding on parties. Any such dispute shall be brought, if at all, before the County Mayor within 10 days of the occurrence, event or act out of which the dispute arises.

e) The County Mayor may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether Contractor's performance or any Deliverable meets the requirements of this Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the County Mayor participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Contractor to the County Mayor for a decision, together with all evidence and other pertinent information in regard to such questions, in order that a fair and impartial decision may be made. Whenever the County Mayor is entitled to exercise discretion or judgment or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be fair and impartial when exercised or taken. The County Mayor, as appropriate, shall render a decision in writing and deliver a copy of the same to the Contractor. Except as such remedies may be limited or waived elsewhere in the Agreement, Contractor reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.

ARTICLE 15. MUTUAL OBLIGATIONS

a) This Agreement, including attachments and appendices to the Agreement, shall constitute the entire Agreement between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by the duly authorized representatives of both parties.

b) Nothing in this Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.

c) In those situations where this Agreement imposes an indemnity obligation on the Contractor, the County may, at its expense, elect to participate in the defense if the County should so choose. Furthermore, the County may at its own expense defend or settle any such claims if the Contractor fails to diligently defend such claims, and

thereafter seek indemnify for costs from the Contractor.

ARTICLE 16. QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING

The Contractor shall maintain, and shall require that its subcontractors and suppliers maintain, complete and accurate records to substantiate compliance with the requirements set forth in the Scope of Services. The Contractor and its subcontractors and suppliers, shall retain such records, and all other documents relevant to the Services furnished under this Agreement for a period of three (3) years from the expiration date of this Agreement and any extension thereof.

ARTICLE 17. AUDITS

The County, or its duly authorized representatives or governmental agencies, shall until the expiration of three (3) years after the expiration of this Agreement and any extension thereof, have access to and the right to examine and reproduce any of the Contractor's books, documents, papers and records and of its subcontractors and suppliers which apply to all matters of the County. Such records shall subsequently conform to Generally Accepted Accounting Principles requirements, as applicable, and shall only address those transactions related to this Agreement.

Pursuant to County Ordinance No. 03-2, the Contractor will grant access to the Commission Auditor to all financial and performance related records, property, and equipment purchased in whole or in part with government funds. The Contractor agrees to maintain an accounting system that provides accounting records that are supported with adequate documentation, and adequate procedures for determining the allowability and allocability of costs.

ARTICLE 18. SUBSTITUTION OF PERSONNEL

In the event the Contractor wishes to substitute personnel for the key personnel identified by the Contractor's Proposal, the Contractor must notify the County in writing and request written approval for the substitution at least ten (10) business days prior to effecting such substitution.

ARTICLE 19. CONSENT OF THE COUNTY REQUIRED FOR ASSIGNMENT

The Contractor shall not assign, transfer, convey or otherwise dispose of this Agreement, including its rights, title or interest in or to the same or any part thereof without the prior written consent of the County.

ARTICLE 20. SUBCONTRACTUAL RELATIONS

a) If the Contractor will cause any part of this Agreement to be performed by a Subcontractor, the provisions of this Contract will apply to such Subcontractor and its officers, agents and employees in all respects as if it and they were employees of the Contractor; and the Contractor will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and negligence of the Subcontractor, its officers, agents, and employees, as if they were employees of the Contractor. The services performed by the Subcontractor will be subject to the provisions hereof as if performed directly by the Contractor.

b) The Contractor, before making any subcontract for any portion of the services, will state in writing to the County the name of the proposed Subcontractor, the portion of the Services which the Subcontractor is to do, the place of business of such Subcontractor, and such other information as the County may require. The County will have the right to require the Contractor not to award any subcontract to a person, firm or corporation disapproved by the County.

c) Before entering into any subcontract hereunder, the Contractor will inform the Subcontractor fully and completely of all provisions and requirements of this Agreement relating either directly or indirectly to the Services to be performed. Such Services performed by such Subcontractor will strictly comply with the requirements of this Contract.

d) In order to qualify as a Subcontractor satisfactory to the County, in addition to the other requirements herein provided, the Subcontractor must be prepared to prove to the satisfaction of the County that it has the necessary facilities, skill and experience, and ample financial resources to perform the Services in a satisfactory manner. To be considered skilled and experienced, the Subcontractor must show to the satisfaction of the County that it has satisfactorily performed services of the same general type which is required to be performed under this Agreement.

e) The County shall have the right to withdraw its consent to a subcontract if it appears to the County that the subcontract will delay, prevent, or otherwise impair the performance of the Contractor's obligations under this Agreement. All Subcontractors are required to protect the confidentiality of the County's and County's proprietary and confidential information. Contractor shall furnish to the County copies of all subcontracts between Contractor and Subcontractors and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the County in the event the County finds the Contractor in breach of this Contract, permitting the County to request completion by the Subcontractor of its performance obligations under the subcontract. The clause shall include an option for the County to pay the Subcontractor directly for the performance by such Subcontractor. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the County to any subcontractor hereunder as more fully described herein.

ARTICLE 21. ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS

The Contractor understands and agrees that any assumptions, parameters, projections, estimates and explanations presented by the County were provided to the Contractor for evaluation purposes only. However, since these assumptions, parameters, projections, estimates and explanations represent predictions of future events the County makes no representations or guarantees; and the County shall not be responsible for the accuracy of the assumptions presented; and the County shall not be responsible for conclusions to be drawn therefrom; and any assumptions, parameters, projections, estimates and explanations shall not form the basis of any claim by the Contractor. The Contractor accepts all risk associated with using this information.

ARTICLE 22. SEVERABILITY

If this Agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from this Agreement without affecting the binding force of this Agreement as it shall remain after omitting such provision.

ARTICLE 23. TERMINATION AND SUSPENSION OF WORK

a) The County may terminate this Agreement if an individual or corporation or other entity attempts to meet its contractual obligation with the County through fraud, misrepresentation or material misstatement.

b) The County may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or other entity has with the County and that such individual, corporation or other entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees.

c) The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement may be debarred from County contracting for up to five (5) years in accordance with the County debarment procedures. The Contractor may be subject to debarment for failure to perform and all other reasons set forth in Section 10-38 of the County Code.

d) In addition to cancellation or termination as otherwise provided in this Agreement, the County may at any time, in its sole discretion, with or without cause, terminate this Agreement by written notice to the Contractor.

e) In the event that the County exercises its right to terminate this Agreement, the Contractor shall, upon receipt of such notice, unless otherwise directed by the County:

i. stop work on the date specified in the notice ("the Effective Termination Date");

ii. take such action as may be necessary for the protection and preservation of the County's materials and property;

iii. cancel orders;

iv. assign to the County and deliver to any location designated by the County any non-cancelable orders for Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement and not incorporated in the Services;

v. take no action which will increase the amounts payable by the County under this Agreement; and

f) In the event that the County exercises its right to terminate this Agreement, the Contractor will be compensated as stated in the payment Articles herein for the:

i. portion of the Services completed in accordance with the Agreement up to the Effective Termination Date; and

ii. non-cancelable Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement, but not incorporated in the Services.

g) All compensation pursuant to this Article is subject to audit.

ARTICLE 24. EVENT OF DEFAULT

a) An Event of Default shall mean a breach of this Agreement by the Contractor. Without limiting the generality of the foregoing, and in addition to those instances referred to herein as a breach, an Event of Default shall include the following:

i. the Contractor has not delivered Deliverables on a timely basis;

ii. the Contractor has refused or failed to supply enough properly skilled staff personnel;

iii. the Contractor has failed to make prompt payment to subcontractors or suppliers for any Services;

iv. the Contractor has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;

v. the Contractor has failed to obtain the approval of the County where required by this Agreement;

vi. the Contractor has failed to provide "adequate assurances" as required under subsection b below;

vii. the Contractor has failed in the representation of any warranties stated herein.

b) When, in the opinion of the County, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Services or any portion thereof, the County may request that the Contractor, within the timeframe set forth in the County's request, provide adequate assurances to the County, in writing, of the Contractor's ability to perform in accordance with the terms of this Agreement. Until the County receives such assurances, the County may request an adjustment to the compensation received by the Contractor for portions of the Services which the Contractor has not performed. In the event that the Contractor fails to provide to the County the requested assurances within the prescribed timeframe, the County may:

i. treat such failure as a repudiation of this Agreement; and

ii. resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Services or any part thereof either by itself or through others.

c) In the event the County shall terminate this Agreement for default, the County or its designated representatives may immediately take possession of all applicable equipment, materials, products, documentation, reports and data.

ARTICLE 25. NOTICE OF DEFAULT - OPPORTUNITY TO CURE

If an Event of Default occurs in the determination of the County, the County may so notify the Contractor ("Default Notice"), specifying the basis for such default, and advising the Contractor that such default must be cured immediately or this Agreement with the County may be terminated. Notwithstanding, the County may, in its sole discretion, allow the Contractor to rectify the default to the County's reasonable satisfaction within a thirty (30) day period. The County may grant an additional period of such duration as the County shall deem appropriate without waiver of any of the County's rights hereunder, so long as the Contractor has commenced curing such default and is effectuating a cure with diligence and continuity during such thirty (30) day period or any other period which the County prescribes. The default notice shall specify the date the Contractor shall discontinue the Services upon the Termination Date.

ARTICLE 26. REMEDIES IN THE EVENT OF DEFAULT

If an Event of Default occurs, the Contractor shall be liable for all damages resulting from the default, including but not limited to:

a) The difference between the cost associated with procuring Services hereunder and the amount actually expended by the County for re-procurement of Services, including procurement and administrative costs; and

b) such other direct damages.

The Contractor shall also remain liable for any liabilities and claims related to the Contractor's default. The County may also bring any suit or proceeding for specific performance or for an injunction.

ARTICLE 27. PATENT AND COPYRIGHT INDEMNIFICATION

a) The Contractor shall not infringe on any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third party proprietary rights in the performance of the Work.

b) The Contractor warrants that all Deliverables furnished hereunder, including but not limited to: equipment, programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third party proprietary rights.

c) The Contractor shall be liable and responsible for any and all claims made against the County for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the County's continued use of the Deliverables furnished hereunder. Accordingly, the Contractor at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the County and defend any action brought against the County with respect to any claim, demand, cause of action, debt, or liability.

d) In the event any Deliverable or anything provided to the County hereunder, or portion thereof is held to constitute an infringement and its use is or may be enjoined, the Contractor shall have the obligation to, at the County's option to (i) modify, or require that the applicable subcontractor or supplier modify, the alleged infringing item(s) at its own expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the County, at the Contractor's expense, the rights provided under this Agreement to use the item(s).

e) The Contractor shall be solely responsible for determining and informing the County whether a prospective supplier or subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any Deliverable hereunder. The Contractor shall enter into agreements with all suppliers and subcontractors at the Contractor's own risk. The County may reject any Deliverable that it believes to be the subject of any such litigation or injunction, or if, in the County's judgment, use thereof would delay the Work or be unlawful.

ARTICLE 28. CONFIDENTIALITY

a) All Developed Works and other materials, data, transactions of all forms, financial information, documentation, inventions, designs and methods obtained from the County in connection with the Services performed under this Agreement, made or developed by the Contractor or its subcontractors in the course of the performance of such Services, or the results of such Services, or which the County holds the proprietary rights, constitute Confidential Information and may not, without the prior written consent of the County, be used by the Contractor or its employees, agents, subcontractors or suppliers for any purpose other than for the benefit of the County, unless required by law. In addition to the foregoing, all County employee information and County financial information shall be considered Confidential Information and shall be subject to all the requirements stated herein. Neither the Contractor nor its employees, agents, subcontractors or suppliers may sell, transfer, publish, disclose, display, license or otherwise make available to others any part of such Confidential Information without the prior written consent of the County. Additionally, the Contractor expressly agrees to be bound by and to defend, indemnify and hold harmless the County, and their officers and employees from the breach of any federal, state or local law in regard to the privacy of individuals.

b) The Contractor shall advise each of its employees, agents, subcontractors and suppliers who may be exposed to such Confidential Information of their obligation to keep such information confidential and shall promptly advise the County in writing if it learns of any unauthorized use or disclosure of the Confidential Information by any of its employees or agents, or subcontractor's or supplier's employees, present or former. In addition, the Contractor agrees to cooperate fully and provide any assistance necessary to ensure the confidentiality of the Confidential Information.

c) It is understood and agreed that in the event of a breach of this Article damages may not be an adequate remedy and the County shall be entitled to injunctive relief to restrain any such breach or threatened breach. Unless otherwise requested by the County, upon the completion of the Services performed hereunder, the Contractor shall immediately turn over to the County all such Confidential Information existing in tangible form, and no copies thereof shall be retained by the Contractor or its employees, agents, subcontractors or suppliers without the prior written consent of the County. A certificate evidencing compliance with this provision and signed by an officer of the Contractor shall accompany such materials.

ARTICLE 29. PROPRIETARY INFORMATION

As a political subdivision of the State of Florida, Miami-Dade County is subject to the stipulations of Florida's Public Records Law.

The Contractor acknowledges that all computer software in the County's possession may constitute or contain information or materials which the County has agreed to protect as proprietary information from disclosure or unauthorized use and may also constitute or contain information or materials which the County has developed at its own expense, the disclosure of which could harm the County's proprietary interest therein.

During the term of the contract, the Contractor will not use directly or indirectly for itself or for others, or publish or disclose to any third party, or remove from the County's property, any computer programs, data compilations, or other software which the County has developed, has used or is using, is holding for use, or which are otherwise in the possession of the County

(hereinafter "Computer Software"). All third-party license agreements must also be honored by the contractors and their employees, except as authorized by the County and, if the Computer Software has been leased or purchased by the County, all hired party license agreements must also be honored by the contractors' employees with the approval of the lessor or Contractors thereof. This includes mainframe, minis, telecommunications, personal computers and any and all information technology software.

The Contractor will report to the County any information discovered or which is disclosed to the Contractor which may relate to the improper use, publication, disclosure or removal from the County's property of any information technology software and hardware and will take such steps as are within the Contractor's authority to prevent improper use, disclosure or removal.

ARTICLE 30. PROPRIETARY RIGHTS

a) The Contractor hereby acknowledges and agrees that the County retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the County to the Contractor hereunder or furnished by the Contractor to the County and/or created by the Contractor for delivery to the County, even if unfinished or in process, as a result of the Services the Contractor performs in connection with this Agreement, including all copyright and other proprietary rights therein, which the Contractor as well as its employees, agents, subcontractors and suppliers may use only in connection with the performance of Services under this Agreement. The Contractor shall not, without the prior written consent of the County, use such documentation on any other project in which the Contractor or its employees, agents, subcontractors or suppliers are or may become engaged. Submission or distribution by the Contractor to meet official regulatory requirements or for other purposes in connection with the performance of Services under this Agreement shall not be construed as publication in derogation of the County's copyrights or other proprietary rights.

b) All rights, title and interest in and to certain inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the Contractor and its subcontractors specifically for the County, hereinafter referred to as "Developed Works" shall become the property of the County.

c) Accordingly, neither the Contractor nor its employees, agents, subcontractors or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced or distributed by or on behalf of the Contractor, or any employee, agent, subcontractor or supplier thereof, without the prior written consent of the County, except as required for the Contractor's performance hereunder.

d) Except as otherwise provided in subsections a, b, and c above, or elsewhere herein, the Contractor and its subcontractors and suppliers hereunder shall retain all proprietary rights in and to all Licensed Software provided hereunder, that have not been customized to satisfy the performance criteria set forth in the Scope of Services. Notwithstanding the foregoing, the Contractor hereby grants, and shall require that its subcontractors and suppliers grant, if the County so desires, a perpetual, irrevocable and unrestricted right and license to use, duplicate, disclose and/or permit any other person(s) or entity(ies) to use all such Licensed Software and the associated specifications, technical data and other Documentation for the operations of the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. Such license specifically includes, but is not limited to, the right of the County to use and/or disclose, in whole or in part, the technical documentation and Licensed

Software, including source code provided hereunder, to any person or entity outside the County for such person's or entity's use in furnishing any and/or all of the Deliverables provided hereunder exclusively for the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. No such License Software, specifications, data, documentation or related information shall be deemed to have been given in confidence and any statement or legend to the contrary shall be void and of no effect.

ARTICLE 31. VENDOR REGISTRATION/CONFLICT OF INTEREST

a) Vendor Registration

The Contractor shall be a registered vendor with the County – Department of Procurement Management, for the duration of this Agreement. In becoming a Registered Vendor with Miami-Dade County, the Contractor confirms its knowledge of and commitment to comply with the following:

1. **Miami-Dade County Ownership Disclosure Affidavit**
(Section 2-8.1 of the County Code)

2. **Miami-Dade County Employment Disclosure Affidavit**
(Section 2.8-1(d)(2) of the County Code)

3. **Miami-Dade Employment Drug-free Workplace Certification**
(Section 2-8.1.2(b) of the County Code)

4. **Miami-Dade Disability and Nondiscrimination Affidavit**
(Section 2-8.1.5 of the County Code)

5. **Miami-Dade County Debarment Disclosure Affidavit**
(Section 10.38 of the County Code)

6. **Miami-Dade County Vendor Obligation to County Affidavit**
(Section 2-8.1 of the County Code)

7. **Miami-Dade County Code of Business Ethics Affidavit**
(Section 2-8.1(i) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and Section 2-11.1(c) of the County Code)

8. **Miami-Dade County Family Leave Affidavit**
(Article V of Chapter 11 of the County Code)

9. **Miami-Dade County Living Wage Affidavit**
(Section 2-8.9 of the County Code)

10. **Miami-Dade County Domestic Leave and Reporting Affidavit**
(Article 8, Section 11A-60 11A-67 of the County Code)

11. **Subcontracting Practices**
(Ordinance 97-35)

12. **Subcontractor /Supplier Listing**
(Section 2-8.8 of the County Code)

13. **Environmentally Acceptable Packaging**
(Resolution R-738-92)

14. **W-9 and 8109 Forms**
(as required by the Internal Revenue Service)

15. **FEIN Number or Social Security Number**
In order to establish a file, the Contractor's Federal Employer Identification Number (FEIN) must be provided. If no FEIN exists, the Social Security Number of the owner or individual must be provided. This number becomes Contractor's "County Vendor Number". To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that the County requests the Social Security Number for the following purposes:
   - Identification of individual account records
   - To make payments to individual/Contractor for goods and services provided to Miami-Dade County
   - Tax reporting purposes
   - To provide a unique identifier in the vendor database that may be used for searching and sorting departmental records

16. **Office of the Inspector General**
(Section 2-1076 of the County Code)

17. **Small Business Enterprises**
The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.2, 2-8.2.3 and 2-8.2.4 of the County Code and Title 49 of the Code of Federal Regulations.

18. **Antitrust Laws**
By acceptance of any contract, the Contractor agrees to comply with all antitrust laws of the United States and the State of Florida.

b) Conflict of Interest

Section 2-11.1(d) of Miami-Dade County Code requires that any County employee or any member of the employee's immediate family who has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County, competing or applying for a contract, must first request a conflict of interest opinion from the County's Ethics Commission prior to their or their immediate family member's entering into any contract or transacting any business through a firm, corporation, partnership or business entity in which the employee or any member of the employee's immediate family has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County. Any such contract or business engagement entered in violation of this subsection, as amended, shall be rendered voidable. For additional information, please contact the Ethics Commission hotline at (305) 579-2593.

ARTICLE 32. INSPECTOR GENERAL REVIEWS

Independent Private Sector Inspector General Reviews

Pursuant to Miami-Dade County Administrative Order 3-20, the County has the right to retain the services of an Independent Private Sector Inspector General (hereinafter "IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the Contractor shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this Agreement for inspection and reproduction. The County shall be responsible for the payment of these IPSIG services, and under no circumstance shall the Contractor's prices and any changes thereto approved by the County, be inclusive of any charges relating to these IPSIG services. The terms of this provision apply to the Contractor, its officers, agents, employees, subcontractors and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct an audit or investigate the operations, activities and performance of the Contractor in connection with this Agreement. The terms of this Article shall not impose any liability on the County by the Contractor or any third party.

Miami-Dade County Inspector General Review

According to Section 2-1076 of the Code of Miami-Dade County, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts, except as otherwise provided below. The cost of the audit for this Contract shall be one quarter (1/4) of one (1) percent of the total contract amount which cost shall be included in the total contract amount. The audit cost will be deducted by the County from progress payments to the Contractor. The audit cost shall also be included in all change orders and all contract renewals and extensions.

Exception: The above application of one quarter (1/4) of one percent fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (i) contracts where an IPSIG is assigned at the time the contract is approved by the Commission; (j) professional service agreements under $1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Administrative Order 3-2; **(m) federal, state and local government-funded grants;** and (n) interlocal agreements.

Federal Transit Administration Funds may be used by the County to pay for services under this Contract; hence this fee will not be deducted by the County. However the County reserves the right to conduct reviews at any time.

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all County contracts including, but not limited to, those contracts specifically exempted above. The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed County and Public Health Trust contracts, transactions, accounts, records and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to the Contract. The Inspector General is empowered to retain the services of independent private sector inspectors general (IPSIG) to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process, including but not limited to project design, specifications, proposal submittals, activities of the Contractor, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

Upon written notice to the Contractor from the Inspector General or IPSIG retained by the Inspector General, the Contractor shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the Contractor's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files; worksheets, proposals and agreements form and which successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

ARTICLE 33. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

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

Equal Employment Opportunity (EEO), in compliance with Executive Order 11246 as amended and applicable to this Contract.

Miami-Dade County Florida, Department of Small Business Development Participation Provisions, as applicable to this Contract.

Environmental Protection Agency (EPA), as applicable to this Contract.

Miami-Dade County Code, Chapter 11A, Article 3. All contractors and subcontractors performing work in connection with this Contract shall provide equal opportunity for employment without regard to race, religion, color, age, sex, national origin, sexual preference, disability or marital status. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in a conspicuous place available for employees and applicants for employment, such notices as may be required by the Dade County Fair Housing and Employment Commission, or other authority having jurisdiction over the work setting forth the provisions of the nondiscrimination law.

a) "Conflicts of Interest" Section 2-11 of the County Code, and Ordinance 01-199.

b) Miami-Dade County Code Section 10-38 "Debarment".

c) Miami-Dade County Ordinance 99-5, codified at 11A-60 et. seq. of Miami-Dade Code pertaining to complying with the County's Domestic Leave Ordinance.

d) Miami-Dade County Ordinance 99-152, prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County.

The Contractor shall hold all licenses and/or certifications, obtain and pay for all permits and/or inspections, and comply with all laws, ordinances, regulations and building code requirements applicable to the work required herein. Damages, penalties, and/or fines imposed on the County or Contractor for failure to obtain and maintain required licenses, certifications, permits and/or inspections shall be borne by the Contractor. The Project Manager shall verify the certification(s), license(s), permit(s), etc. for the Contractor prior to authorizing work and as needed.

Notwithstanding any other provision of this Agreement, Contractor shall not be required pursuant to this Agreement to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Contractor, constitute a violation of any law or regulation to which Contractor is subject, including but not limited to laws and regulations requiring that Contractor conduct its operations in a safe and sound manner.

ARTICLE 34. NONDISCRIMINATION

During the performance of this Contract, Contractor agrees to not discriminate against any employee or applicant for employment because of race, religion, color, sex, handicap, marital status, age or national origin, and will take affirmative action to ensure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training.

By entering into this Contract, the Contractor attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts) or Miami-Dade County Resolution No. R-385-95. If the Contractor or any owner, subsidiary or other firm affiliated with or related to the Contractor is found by the responsible enforcement agency or the County to be in violation of the Act or the Resolution, such violation shall render this Contract void. This Contract shall be void if the Contractor submits a false affidavit pursuant to this Resolution or the Contractor violates the Act or the Resolution during the term of this Contract, even if the Contractor was not in violation at the time it submitted its affidavit.

ARTICLE 35. CONFLICT OF INTEREST

The Contractor represents that:

a) No officer, director, employee, agent, or other consultant of the County or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the award of this Agreement.

b) There are no undisclosed persons or entities interested with the Contractor in this Agreement. This Agreement is entered into by the Contractor without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other consultant of the County, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or a member of the immediate family or household of any of the aforesaid:

   i) is interested on behalf of or through the Contractor directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the services, supplies or work, to which this Agreement relates or in any portion of the revenues; or

   ii) is an employee, agent, advisor, or consultant to the Contractor or to the best of the Contractor's knowledge any subcontractor or supplier to the Contractor.

c) Neither the Contractor nor any officer, director, employee, agency, parent, subsidiary, or affiliate of the Contractor shall have an interest which is in conflict with the Contractor's faithful performance of its obligation under this Agreement; provided that the County, in its sole discretion, may consent in writing to such a relationship, provided the Contractor provides the County with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the County's best interest to consent to such relationship.

d) The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.

e) In the event Contractor has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Contractor shall promptly bring such information to the attention of the County's Project Manager. Contractor shall thereafter cooperate with the County's review and investigation of such information, and comply with the instructions Contractor receives from the Project Manager in regard to remedying the situation.

ARTICLE 36. PRESS RELEASE OR OTHER PUBLIC COMMUNICATION

Under no circumstances shall the Contractor without the express written consent of the County:

a) Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the County, or the Work being performed hereunder, unless the Contractor first obtains the written approval of the County. Such approval may be withheld if for any reason the County believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and

b) Communicate in any way with any contractor, department, board, agency, commission or other organization or any person whether governmental or private in connection with the Services to be performed hereunder except upon prior written approval and instruction of the County; and

c) Except as may be required by law, the Contractor and its employees, agents, subcontractors and suppliers will not represent, directly or indirectly, that any product or service provided by the Contractor or such parties has been approved or endorsed by the County.

ARTICLE 37. BANKRUPTCY

The County reserves the right to terminate this contract, if, during the term of any contract the Contractor has with the County, the Contractor becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Contractor under federal bankruptcy law or any state insolvency law.

ARTICLE 38. GOVERNING LAW

This Contract, including appendices, and all matters relating to this Contract (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida. Venue shall be Miami-Dade County.

ARTICLE 39. INDIVIDUALLY IDENTIFIABLE HEALTH INFORMATION and/or PROTECTED HEALTH INFORMATION

Any person or entity that performs or assists Miami-Dade County with a function or activity involving the use or disclosure of "Individually Identifiable Health Information (IIHI) and/or Protected Health Information (PHI) shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the Miami-Dade County Privacy Standards Administrative Order. HIPAA mandates for privacy, security and electronic transfer standards, include but are not limited to:

1. Use of information only for performing services required by the contract or as required by law;
2. Use of appropriate safeguards to prevent non-permitted disclosures;
3. Reporting to Miami-Dade County of any non-permitted use or disclosure;
4. Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the Contractor and reasonable assurances that IIHI/PHI will be held confidential;
5. Making Protected Health Information (PHI) available to the customer;
6. Making PHI available to the customer for review and amendment; and incorporating any amendments requested by the customer;
7. Making PHI available to Miami-Dade County for an accounting of disclosures; and

8. Making internal practices, books and records related to PHI available to Miami-Dade County for compliance audits.

PHI shall maintain its protected status regardless of the form and method of transmission (paper records, and/or electronic transfer of data). The Contractor must give its customers written notice of its privacy information practices including specifically, a description of the types of uses and disclosures that would be made with protected health information.

ARTICLE 40. PERFORMANCE BOND

The Contractor agrees to execute and deliver simultaneously with the executed Contract, a Contractor's Performance Bond prepared on the applicable bond form(s) attached hereto as APPENDIX B, Performance Bond Form. The Bond(s), in the amount of $1,000,000 shall be in the form of a Surety Bond written through a local surety bond agency, rated as to Management and Strength as set forth below:

Surety Bond Qualifications: The following specifications shall apply to bid, performance, payment, maintenance, and all other types of bonds.

A. All bonds shall be written through surety insurers authorized to do business in the State of Florida as surety, with the following qualifications as to management and financial strength according to the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey:

Bond Amount	Best's Rating
$500,001 to $1,500,000	B V
$1,500,001 to $2,500,000	A VI
$2,500,001 to $5,000,000	A VII
$5,000,001 to $10,000,000	A VIII
Over $10,000,000	A IX

On bond amount of $500,000 or less, the provisions of Section 287.0935, Florida Statutes (1985) shall be in effect and surety companies not otherwise qualifying with this paragraph may optionally qualify by:

1. Providing evidence that the surety has twice the minimum surplus and capital required by the Florida Insurance Code at the time the invitation to bid is issued,

2. Certifying that the surety is otherwise in compliance with the Florida Insurance Code, and

3. Providing a copy of the currently valid Certificate of Authority issued by the United States Department of the Treasury under ss. 31 U.S.C. 9304-9308.

B. Surety insurers shall be listed in the latest Circular 570 of the U.S. Department of the Treasury entitled "**Surety Companies Acceptable on Federal Bonds**", published annually. The bond amount shall not exceed the underwriting limitations as shown in this circular.

C. The attorney-in-fact or other officer who signs a Contract Bond for a surety company must file with such bond a certified copy of his power of attorney authorizing him to do so. The Contract bond must be countersigned by the surety's resident Florida Agent.

The Contractor may in lieu of a surety bond, submit a cash bond, conditioned upon the faithful performance of the work in strict accordance with this Contract and with the Plans and Specifications and the completion of the same free from all liens and within the time limit herein specified; the said Bond shall be so worded as to make the Contract a part thereof and shall contain a clause providing the right of suit or action for whose benefit said bond shall be executed as disclosed by the text of said Bond and Contract to the same extent as if he or they were the obligee or obligee therein specifically mentioned, and all such persons shall be held or deemed to be obligee thereof.

Florida Statutes 255.05 provide for the following conditions to be made in all Performance and Payment Bonds relating to public projects.

"A claimant, except a laborer, who is not in privity with the Principal and who has not received payment for his labor, materials, or supplies shall, within forty-five (45) days after beginning to furnish labor, materials, or supplies for the prosecution of the work, furnish the Principal with a notice that he intends to look to the bond for protection."

"A claimant who is not in privity with the Principal and who has not received payment for his labor, materials, or supplies shall, within ninety (90) days after performance of the labor or after complete delivery of the materials or supplies, deliver to the Principal and to the Surety written notice of the performance of the labor or delivery of the materials or supplies and of the non-payment."

"No action for the labor, materials, or supplies may be instituted against the Principal or the Surety unless both notices have been given. No action shall be instituted against the Principal or the Surety on the bond after one (1) year from the performance of the labor or completion of delivery of the materials or supplies."

ARTICLE 41. SUPPLEMENTAL GENERAL CONDITION (LIVING WAGE)

The provisions of Miami-Dade County Ordinance 99-44 apply to this Contract. The Contractor hereby agrees to comply with the provisions of Ordinance 99-44 as presented in the Supplemental General Condition (Attachment I), and acknowledges awareness of the penalties for non-compliance.

ARTICLE 42. DISALLOWANCE

In the event the Contractor is compensated for trips which are subsequently determined as disallowed by the County, the Contractor shall refund such amount to the County. The County may elect to deduct the disallowance from subsequent payments to the Contractor.

ARTICLE 43. SURVIVAL

The parties acknowledge that any of the obligations in this Agreement will survive the term, termination and cancellation hereof. Accordingly, the respective obligations of the Contractor and the County under this Agreement, which by nature would continue beyond the termination,

cancellation or expiration thereof, shall survive termination, cancellation or expiration hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the contract date herein above set forth.

Contractor

By: _____

Name: Ray Gonzalez

Title: Pres + CEO

Date: 9/21/12

Attest: _____
Corporate Secretary/Notary Public

Corporate Seal/Notary Seal

Notary Public State of Florida
George Lima
My Commission EE 206329
Expires 08/07/2016

Miami-Dade County

By: _____

Name: _____

Title: _____

Date: _____

Attest: _____
Clerk of the Board

Approved as to form
and legal sufficiency

Bruce Libhabe
Assistant County Attorney

Attachment A
Scope of Services

1. Introduction/Background

1.1 Miami-Dade County, hereinafter referred to as the County, as represented by the Miami-Dade Transit Department (MDT), enters into a contract to provide Special Transportation Services (STS).

1.2 STS is provided as a public demand response paratransit service for people with disabilities, in compliance with the provisions of the Department of Transportation ADA Paratransit section 37 requirements in compliance with the paratransit service provisions of ADA and guided, in part, by the Florida Transportation Disadvantaged (TD) Program, pursuant to Chapter 427, Florida Statutes.

1.3 The Metropolitan Planning Organization for the Miami Urbanized Area has designated the County, as represented by MDT, as the Community Transportation Coordinator with the responsibility to coordinate activities and funding for transportation resources for individuals defined as transportation disadvantaged by the Florida Transportation Disadvantaged Program. The Contractor shall assist the County in its duties as the Community Transportation Coordinator by providing the Services on behalf of the County.

2. Description of Service

2.1 STS is more flexible and personalized than conventional fixed-route services and does not include charter bus and exclusive-ride taxi services. Paratransit vehicles are available to eligible Customers on demand, by reservation or subscription and on a shared-ride basis. Provision of services is governed by MDT STS Rider's Guide which can be downloaded from: http://www.miamidade.gov/transit/library/pdfs/misc/Brochure_STS_Riders_Guide.pdf

2.2 To provide these services, passenger cars, vans, or small buses operate in response to calls from Clients/Customer/Riders to the Contractor, who then dispatches a vehicle that picks up the ambulatory or non-ambulatory Customers and transports them to their destinations. The STS operation is characterized by the following: a) the vehicles operate over non-fixed routes, on a flexible schedule except, perhaps, on a temporary basis to satisfy a special need; and, b) typically, the vehicle may be dispatched to pick up several Customers at different pick-up points before taking them to their respective destinations and may even be interrupted en route to these destinations to pick up other Customers.

3. General Responsibilities of the Contractor

The Contractor shall:

i. Provide transportation services to eligible STS Customers.

ii. Provide vehicles, Chauffeurs, Trip Center (Facility, office furniture, call taker/dispatchers, personal computers (Section 14.3 (iii)(A)), On-board equipment (Section 14.5), servers, printers, internet connectivity (Section 14.3 (iii)), telephone lines with Automatic Call Distribution (ACD) and associated systems, fax machines, TDD, and two way dispatch radios) and all other necessary resources and equipment to provide these services.

iii. Provide the professional management and transportation capacity required to manage operations and provide paratransit services. The professional management shall, at a minimum, include provisions for vehicles and staff necessary to perform trip screening, reservations, scheduling, routing, dispatching, late vehicle assistance, trip verification, monitoring, billing, centralized training and management of all staff, Federal Transit Administration (FTA) National Transportation Database Reporting (formerly known as Section 15 reporting), and, if utilized, contracting and coordinating subcontractors to provide Services under the Contract.

iv. Hire, train, and manage staff including call takers, Chauffeurs, dispatchers, and all other necessary positions.

v. Accept computer, fax or manual transfer of information, as determined by the County, of Customer eligibility data.

vi. Establish billing methods, based on performed trip data in the County's Computer System, to meet the needs of the County.

vii. Resolve issues and respond to complaints regarding the Service utilizing the County's Computer System via the Internet.

viii. Identify and submit recommendations for improvements in the Service as needed.

ix. Undertake surveys, attend meetings and conferences, and prepare informational reports associated with the Service as requested by the County. Such work may be used for the development of the Memorandum of Agreement and Service Plan required annually between the State of Florida Transportation Disadvantaged Commission and MDT.

x. Be responsible for all call taking function, not limited to taking reservation and late vehicle assistance, and not cause any part of such functions to be performed by a subcontractor.

xi. Provide timely, accurate billing information to the County.

xii. Have Quality Assurance Program in place to ensure compliance with this Contract.

xiii. Provide real-time access to the ACD system and data generated and collected in association with the Services provided under this contract.

4. **General Responsibilities of the County**

The County will:

i. Certify STS applicants and provide certified STS customer information to the Contractor.

ii. Furnish to the Contractor any plans, reports, and/or other data available in the County files pertaining to the Work to be performed under the Contract.

iii. Monitor performance of the coordinated paratransit service for the entire Program to ensure that the Contractor, and any subcontractors, meets all requirements of the Contract.

iv. Use Generally Accepted Accounting Principles for all financial and billing transactions. Gross billing will be recognized and applied against the Contract by the County. Payments will be calculated to reflect the net amount of any credit for fares and liquidated damages as provided in the Contract.

v. Maintain all records on the County's Electronic Document Management System (EDMS). EDMS is a digital record storage system and will assist with management of all Public Records. All Public Records will be maintained in accordance with the County's Public Records Procedures/Ordinance. In addition, all Customer records including personal information are covered under Florida Statute Chapter 119.071 General exemptions from inspection or copying of public records.

vi. Facilitate secured, encrypted access to the County's Computer System via the Internet utilizing County approved security infrastructure.

vii. Establish and maintain the County's Computer System to enable the use of the Contractor's mobile data terminals or comparable technology.

viii. Provide and maintain the software support and upgrade agreements with the licensor of the County's Computer System, manage all software updates, and establish all software parameters in consultation with the Contractor.

ix. Provide communications to Customers regarding changes in County policies, and legislation impacting STS.

5. Non-Exclusivity

The County, in its best interest, reserves the right to:

i. Directly contract with other public, private for-profit or non-profit entities to provide services covered under the Contract.

ii. Provide and/or contract with other firms to provide the transportation services portion of the Contract.

iii. Solicit at any time firms to participate in the provision of paratransit services at the sole discretion of the County. The County further retains the right to enter into contractual arrangements with other parties to meet the transportation needs of the

public and requirements of the Transportation Disadvantaged Commission and/or ADA.

iv. Perform the function of reservation and/or late vehicle assistance.

6. **Contractor's Project Manager**

6.1 The Contractor shall designate a Contractor's Project Manager, who shall oversee the proper operation of the Service. The Contractor's Project Manager shall provide supervision of all personnel, and management of the accounts, operating records and service quality in accordance with the Contract requirements.

6.2 The Contractor shall provide the cellular phone number of the Contractor's Project Manager and an alternate staff member. The Contractor's Project Manager shall be available twenty-four (24) hours per day, seven (7) days per week to make decisions, provide coordination and/or attend in-person meetings. However, in the absence of the Contractor's Project Manager, the alternate staff member shall be available.

7. **Notice to Proceed**

The Contractor shall commence Services on the Contract Start Date and provide 100% of STS Service trips to all certified STS Customers. The County will issue a Notice to Proceed (NTP) to allow the Contractor to commence these Services. NTP will be issued when the Contractor completes all of the requirements of Section 37.

8. **Customer Eligibility**

Each STS Customer's service eligibility shall be solely determined by the County's STS Certification Office.

9. **Service Area**

9.1 The Service Area for trips provided under the Contract shall be throughout Miami-Dade County, and includes transfer locations to Broward and Monroe counties. s Said transfer locations are subject to approval by Miami-Dade County. The County shall be responsible for maintaining the Service Area in the County's Computer System.

9.2 The County may change the Service Area at any time upon thirty (30) day written notice to the Contractor. The Contractor shall collect fares from Customers following the County approved collection method. The County reserves the right to implement other fares, which the Contractor shall adhere to and make changes, as applicable, to the Pre-payment Solution (Section 30.5). Such changes may include fares based on the mileage of each trip.

10. **Hours and Days of Service**

10.1 The Contractor shall provide transportation services twenty-four (24) hours a day, seven (7) days a week for the Service Area as defined above. By written notice to the Contractor, the County may change the hours/days the Contractor provides transportation services for the Service Area.

10.2 The Contractor shall accept advance reservations from Customers seven (7) days per week, from 8:00 a.m. to 5:00 p.m. By written notice to the Contractor, the County may change the timeframe the Contractor shall accept reservations.
The Contractor shall schedule and provide Next Day Service.

11 **Multi-Loading**

The Contractor shall multi-load advance reservations to non-ambulatory and ambulatory Customers, without excessive travel time to the Customers and within existing ADA and TD regulations. At no time, shall the Contractor allow the multi-loading of Customers to exceed the capacity of a vehicle. Customers shall not be multi-loaded if an operable seat belt is not available for each Customer's personal use during transport, including shoulder harnesses for wheelchair customers. The Contractor shall ensure that all vehicles utilized by the Contractor, including the capacity for ambulatory and non-ambulatory seating, are entered and updated into the County's Computer System.

12. **Late Vehicle Assistance and Estimated Time of Arrival Inquiries**

12.1 The Contractor has a thirty (30) minute Service Window from the Scheduled Pickup Time. In the event the Chauffeur arrives prior to the Scheduled Pickup Time, the Chauffeur shall wait until the Scheduled Pickup Time. If the Customer agrees to board the vehicle early (prior to the Scheduled Pickup Time) then such pickup shall be considered on time for the purpose of the Contract. In the event the Customer is not ready or does not wish to board early, then the Chauffeur shall either wait for the Schedule Pickup Time or shall leave and return within the Service Window. In the event the Service Window is not adhered to by the Chauffeur and the Customer calls for late vehicle assistance, the Contractor shall immediately dispatch a vehicle, if no vehicle is currently in route to the Customer, and provide an estimated time of arrival (ETA) to the Customer. Upon the Customer's or the County's request, the Contractor shall initiate a call between the Customer, Contractor and the dispatcher when obtaining ETA's. Upon request by the Customer or the County, the dispatcher shall be required to provide the Chauffeur's current location by intersection. In the event the Customer is not at the pickup location at the Scheduled Pickup Time or within the Service Window, the Chauffeur shall follow the process of Section 20.8 (ix) herein. The Contractor shall adhere to the County's policy pertaining to No-Shows.

12.2 The Contractor shall provide the County with a report of all late vehicle assistance calls received on a weekly basis. If subcontractors are used in the Contract, the Contractor shall ensure the subcontractors do not receive late vehicle assistance calls directly.

12. 3 Customers are permitted to request and the Contractor shall provide an ETA as early as twenty (20) minutes after the Scheduled Pick-up Time. Such calls are considered to be ETA inquiries rather than late vehicle assistance calls.

13. **Program Feedback and Response**

13.1 Program Feedback, including all complaints, other than late vehicle assistance calls, will be immediately referred to the County's STS Customer Service Office using an automated telephone transfer process. Program Feedback correspondence from the

Customer(s) received via mail, email, or any other means by the Contractor directly shall be delivered immediately to the County's STS Customer Service Office.

13.2 All Complaints received by the County will be forwarded to the Contractor. For each individual Complaint received from a program participant, the Contractor shall generate a fully researched and specific response, as each Complaint forwarded to the Contractor is deemed a legitimate concern. The Contractor shall submit to the County a written response to the Complaint within three (3) business days in the event of urgent matters, such as safety or security matters, or seven (7) business days for non-urgent matters from the Contractor's receipt of the Complaint. The Contractor's response shall result from its evaluation and disposition, and include the corrective action to be taken by the Contractor to prevent reoccurrence. In the event the County requests the Contractor to revise its response, the revised response shall be resubmitted to the County within twenty-four (24) hours, or the next business day of the request, whichever is later. The County shall direct the Contractor to proceed with the actions of the written response or an alternate response provided by the County. The Contractor shall offer and fund a $500.00 reward to anyone, including Customers and the Contractor's personnel, who reports fraud in the STS program and the fraud is proven.

14. Information Technology Infrastructure

14.1 Description of the County's Computer System (Software)

The Computer System (Software) currently used by the County to support the Special Transportation Services for reservation, scheduling, routing, dispatching and reporting is Trapeze PASS Module version 9.0.15.0. The Computer System is designed to track Customer eligibility records, record each Customer's unique service needs, assign Customers to the most efficient route segment, assist the schedulers to group/cluster trips that can be effectively served by the same vehicle route segment, develop efficient daily vehicle itineraries, produce the reports necessary to calculate invoicing, evaluate service performance based on data statistics, and more.

14.2 County Responsibilities with Regards to its Computer System (Software)

The County shall:

i. Provide and maintain the County's Computer System and provide software support for this system to the Contractor.

ii. Provide remote login access via the Internet to the Computer System to the Contractor's personnel. All Contractor's personnel that need to access the Computer System must be pre-approved by the County.

iii. Provide the initial Computer System training for up to two (2) trainers of the Contractor and refresher trainings as needed.

iv. Provide support information, including support hours, names of contact personnel and phone numbers, to the Contractor for the Computer System.

v. Reserve the right to require the Contractor, at any point during the Contract, to transition from one Computer System to another Computer System procured and implemented by the County.

vi. Configure the Geo-fencing for pick-up and drop-off trips.

vii. Request firewall access for static IP addresses specified by the Contractor, in order to enable communication between Mobile Data Terminals or comparable technology and the County Computer system.

viii. The County has an enterprise license for the Trapeze Mobile Data Terminal Monitoring module and will be responsible for the ongoing maintenance and support fees.

ix. Provide the maps utilized by the Mobile Data Terminals or comparable technology.

14.3 Contractor Responsibilities (Software and Hardware)

The Contractor shall:

i. Provide at least two (2) intermediate-level computer users to serve as primary and backup trainers who will be responsible for the Computer System training to the Contractor's personnel, after the initial training provided by the County or its software vendor. The Contractor's trainers shall also be responsible for training any new Contractor's personnel and any refresher training for personnel on the Computer System, deemed necessary by the Contractor or the County. After the initial Computer System training provided by the County, the Contractor shall be responsible for all costs associated with any additional training by the County, third-party vendors, and/or any other computer related training.

ii. Provide at least two (2) intermediate-level technical computer support personnel to serve as Computer System primary and backup points of contact for support questions and issues to the County. The Contractor's trainers may serve as the points of contact to meet this requirement.

iii. Provide internet connectivity with a minimum dedicated internet bandwidth of 3.0Mbps or County approved equal or better, allocated for providing Services under the Contract utilizing technologies such as quality of service (QoS) or Traffic Shaping and personal computers to access the Computer System that are dedicated to conduct activities and responsibilities required under the resultant contract. The Contractor shall be responsible for any recurring communication fees. All connections to the County system shall remain in compliance with the County's latest information security policies. When accessing the County's Computer System, the Contractor shall use equipment that meets the requirements as stated below:

(A) Minimum Personal Computer Hardware Requirements

1) Computer/Processor

- Computer with a 2000 megahertz (MHz) processor or higher (Pentium processor recommended)

2) Memory

- Windows XP 32-bit with Service Pack 2 (SP2) or higher—64 MB
- Windows XP Professional x64 Edition—128 MB

- Windows Vista 32-bit—512 MB
- Windows Vista 64-bit—512 MB

- Windows Server 2003 32-bit with Service Pack 2 (SP2) or higher—64 MB
- Windows Server 2003 64-bit with Service Pack 2 (SP2) or higher—128 MB
- Windows Server 2008 32-bit—512 MB
- Windows Server 2008 64-bit—512 MB
- Mac OS X Leopard 10.5 – 512 MB
- Mac OS X Snow Leopard 10.6 – 512 MB

3) Hard Disk Space

- Windows XP 32-bit with Service Pack 2 (SP2) or higher—150 MB
- Windows XP Professional x64 Edition—200 MB

- Windows Vista 32-bit—70 MB
- Windows Vista 64-bit—120 MB

- Windows Server 2003 32-bit with Service Pack 2 (SP2) or higher—150 MB
- Windows Server 2003 64-bit with Service Pack 2 (SP2) or higher—200 MB
- Windows Server 2008 32-bit—150 MB
- Windows Server 2008 64-bit—200 MB
- Mac OS X Leopard 10.5 – 200 MB
- Mac OS X Snow Leopard 10.6 – 200 MB

4) Display

- Super VGA (800 x 600) or higher-resolution monitor with 256 colors

(B) Minimum Internet Browser Requirements:

Browser	Operating system
Internet Explorer 8.x (32-bit mode)	Windows 7 64-bit Editions Windows 7 32-bit Editions Windows XP Professional with Service Pack 3 Windows XP Professional x64 Edition with Service Pack 2 Windows Vista 32-bit Editions with Service Pack 2 Windows Vista 64-bit Editions with Service Pack 2 Windows Server 2008 R2 Windows Server 2008 with Service Pack 2 Windows Server 2003 with Service Pack 2
Internet Explorer 7.x (32-bit mode)	Windows Vista 64-bit Editions with Service Pack 2 Windows Vista 64-bit Editions with Service Pack 2 Windows Vista 32-bit Editions with Service Pack 2 Windows Vista 64-bit Editions with Service Pack 2 Windows Server 2008 with Service Pack 2 Windows Server 2003 with Service Pack 2
Safari 5.x	Mac OS X Snow Leopard 10.6
Safari 4.x	Mac OS X Leopard 10.5
Mozilla Firefox 3.x	Mac OS X Snow Leopard 10.6 Mac OS X Leopard 10.5 Windows XP Professional x32 Edition with Service Pack 3 Windows Vista 32-bit Editions with Service Pack 2 Windows 7 32-bit Editions Red Hat Enterprise Linux 5.4 Desktop Windows Server 2003 with Service Pack 2
Mozilla 1.7	Solaris 10

iv. Permit County staff to observe all Contractor personnel in all aspects of Computer System operations at the Trip Center and any other facilities used by the Contractor at any time during normal business or service hours.
v. Provide twenty-four (24) hour, seven (7) day per week, access to the Trip Center or any other facilities as required to support and troubleshoot issues related to the Computer System.
vi. Call the County designated representative for support of the Computer System.
vii. Cooperate with the County in any data system conversion and re-training in the event that the County transitions from one Computer System to another during the term of the Contract.
viii. Attend design/interface meeting(s) if required for the County's Computer System.
ix. Submit personnel access requests to the Computer System for approval, at least seven (7) days prior to the personnel's start date.
x. Utilize the existing, County-owned Trapeze Mobile Data Terminal Monitoring module licenses.

xi. Be responsible for the cost of the integration and implementation services between the Mobile Data Terminal or comparable technology, Long Range RFID readers and the Trapeze Mobile Data Terminal Monitoring Module.
xii. Ensure that all the time clocks utilized to provide Services are synchronized using the Network Time Protocol from a County approved source.
xiii. Provide training to County personnel on Mobile Data Terminals or comparable technology and supporting systems, Automated Call Distribution system etc.
xiv. Be responsible for all costs, including third-party software licenses for Mobile Data Terminals or comparable technology and Long Range RFID readers; in addition to any non-recurring engineering costs, required to integrate the County's Computer System, Contractor's mobile data terminals, and the Contractor's Long Range RFID card readers.
xv. Provide six (6) servers: a primary, secondary, and disaster recovery servers required to communicate with the mobile data terminals, and a primary, secondary, and disaster recovery Trapeze MON Module application server required for any other integrated solution of the Contractor. The Contractor shall ensure that the proposed Mobile Data Terminal Server Solution is capable of running in a virtual environment. The County intends to implement the system with the physical server hardware specified herein; in addition, at a later date the County shall have the capability to migrate the physical server to a virtual configuration. All servers supplied by the Contractor shall be approved by the County as per the following minimum specifications (Reference- HP ProLiant DL380 G7 High Performance Server):

Max Height: 2U; Drive Bays: 8 Hot Plug; Memory: Upgradable to 192GB; Front and rear video ports; Two front accessible USB 2.0 ports and DVD+RW 8X drive."

2 Six-Core Intel® Xeon® Processors X5660
1 P410i/1GB Flash Backed Cache (SAS Array Controller)
1 32GB PC3-8500R DDR3-4x4GB 2Rank Memory
2 160GB Hot Plug 3.5 SAS Dual Port 15,000 rpm Hard Drive
6 250GB Hot Plug 3.5 SAS 10,000 rpm Hard Drive
2 750-W Redundant Hot-Plug Power Supply with NEMA cable
1 Dual Embedded Multifunction Gigabit Network Adapter
1 Universal Mounting Rails
1 Integrated Lights Out (iLO2) Advanced Pack 1 Server License
1 Warranty - 3 Years Parts and on-site Labor, 24x7 Support.
* Must be 100% compatible with HP Insight Manager

xvi. Acquire static IP addresses for all Mobile Data Terminals or comparable technology. The Contractor shall inform the County of all newly acquired IP addresses in order to be granted firewall access to the County's Computer System.
xvii. In the event the Contractor uses cellular communications between its equipment and the County Computer System, the Contractor shall be responsible for any recurring costs that may be incurred.

14.4. Computer System Modification Requests

The Contractor may submit written requests for modifications to the Computer System, as deemed necessary to better meet the needs of the daily operations. The County reserves the right to approve or disapprove any request for modifications received from the Contractor. The Contractor shall be responsible for any costs associated with Contractor requested/approved software modifications unless the County agrees, in writing, to assume all or part of the cost for the overall good of the Service.

14.5 On Board Equipment by the Contractor

The Contractor shall:

i. Purchase, install, and maintain Automatic Vehicle Locating/Global Positioning System (AVL/GPS) equipment in each vehicle authorized to provide service under the provisions of the contract. The equipment shall interface with the County's Computer System and allow for graphical display of the "real time" and historical location and movement of each vehicle on ESRI maps, the time of day the vehicle arrived and departed from each stop. The AVL/GPS accuracy shall be within 3 meters. The AVL/GPS Software shall have the ability to:

(A) Allow for graphical display of the real-time and historical location and movement of each vehicle on ESRI maps, as well as the time of day the vehicle arrived and departed from each stop.

(B) Allow for printing of the above information by MDT staff.

ii. Purchase, install, and maintain Mobile Data Terminals or comparable technology, in each vehicle authorized to provide services under the provisions of the Contract, that interface with the County's Computer System; providing "real-time" status of each pick-up/drop-off. The Contractor shall purchase and install Mobile Data Terminal or comparable technology in seven (7) County vehicles. Features and requirements of Mobile Data Terminals or comparable technology are listed below:

(A) The Mobile Data Terminal or comparable technology shall:

1. Be comprised of a microprocessor controlled unit operating at a minimum clock frequency of 400MHz.

2. Have a display of a minimum of 7 inches diagonally.

3. Have a minimum of 128MB RAM, upgradable to at least 512 MB RAM and use an embedded Flash memory for all Operating system, application software and data storage. There shall be sufficient Flash memory to store a minimum of seven (7) days of trip data.

4. Enable manual retrieval of data in the event of equipment failure and the County shall be supplied with a means of uploading said data to the County's Computer System.

5. Support an internal standard speaker for system audio. Peak audio output power must have a minimum dynamic range of 3 dBA above continuous output power. Audio output level should be adjusted automatically to be a minimum of 6.0 dB above ambient noise levels. The minimum audio output level shall be 85 dB with no ambient noise. The signal to noise ratio shall be a minimum of 85 dBA. Audio distortion shall be 1% or less for all types of measurable distortion. Frequency response shall be 150 Hz to 10,000 Hz within +/- 5.0 dB.

6. In the event of failure of data communication between the Mobile Data Terminal or comparable technology and the County's Computer System, provide the ability to continue to interface with the RFID system, read the RFID card and store trip information locally.

7. Allow the designated County staff to:

   a. Have a real-time remote view or access to any driver, trip and customer information, pick-ups, drop-offs and customer activities for any runs currently in service.

   b. View historical and real-time data for a specific Mobile Data Terminal or comparable technology. This includes the ability to see information on all trips, drivers, passenger information etc. by run number and vehicle ID.

   c. Recall and playback any vehicle's previous to current location, while in service.

8. Continue to provide predicted vehicle location in the event of loss of GPS derived vehicle position information.

9. Be configurable to display a logon banner for the Driver to accept for access to the device. The logon banner language shall be set by the County with regard to terms and conditions for data accuracy from the Contractor and the Chauffeurs. The Contractor shall ensure all Drivers accept the logon banner on the mobile data terminals or comparable technology. The proposed solution shall ensure that each driver has a unique login and password, which shall comply with the County's password policies.

10. Register odometer readings at pick-up and drop-off locations.

11. Be able to receive text messages from the Contractor or the County.

(B) All data stored on flash memory due to a Mobile Data Terminal failure, shall be submitted to the County within twenty four (24) hours prior to putting vehicles and Mobile Data Terminal into maintenance and/or repair. An import utility shall be provided by the Contractor to enable the County to import such data into the County's Computer System.

(C) Data traffic between the Mobile Data Terminal or comparable technology and the County's computer system shall be encrypted at a minimum of AES (Advanced Encryption Standard) 256 bits or equivalent.

(D) The use of Mobile Data Terminals shall enhance dispatching and chauffeur communication by the Contractor. After installation and training provided by the Contractor, all Chauffeurs shall receive the daily Driver's Manifests electronically from the County's Computer System, through the Mobile Data Terminals or comparable technology, and execute trip functions including, but not limited to, logon, arrival time, pick-up time, drop-off time, no-show approvals, accident/incident reporting, and any other applicable trip related function. In addition, the mobile data terminals or comparable technology shall be able to send and receive real-time to and from the County's Computer System in format comparable to Trapeze Mobile Data Terminal Monitoring module, the information including but not limited to:

1. Cancellation
2. Add-on
3. Trip ID Number
4. Customer ID Number
5. Customer RFID Number
6. Customer Picture (Option, if exercised by the County)
7. Customer's Name
8. Customer's Trip Origin (Address)
9. Customer's Trip Destination (Address)
10. Run Number
11. Transporting Chauffeur's name and Registration Number (also known as Hack License)
12. Transporting Vehicle Number
13. Passenger Miles
14. Scheduled Pick-up Time
15. Actual Pick-up Time
16. Actual Drop-off Time
17. Fare Collected or fare media, as required
18. Companions and/or PCAs transported, as applicable
19. Trip Status
20. Fare Zone assigned, if applicable
21. No show options
22. RFID Pick-up exceptions
23. RFID Drop-off exceptions

iii. Purchase, install and maintain Long Range Radio Frequency Identification (RFID) readers (in each vehicle authorized to provide services under the Contract) capable of validating client and client Pick-ups and Drop-offs. The Contractor shall provide real-time access to RFID system and data to create ad-hoc reports, such as but not limited to, Card Present but not Detected, Card not Present, Lost Card. The minimum requirements for the RFID Readers are as follows:

Operating Frequencies	902.75 - 927.25 MHz
Supported Protocols	EPC Class 1 Gen 1, EPC Class 1 Gen 2 (Dense reader mode); ISO 18000-6c
Antennas	2 ports for 2 read points; multi-static topology; circular polarization, reverse polarity TNC
Network Protocols	DHCP, TCP/IP, SNTP
Power	12 VDC Automotive
RF Power	30 dBm; 4 watts EIRP
Operating Temperature	15°F to 120°F
Dust and Moisture	IP54
Compliance Certification	FCC Part 15, UL
Remote Management Protocols	SNMP, EPC reader protocols
Reader Communication Protocol	EPC reader protocols
Dense Reader Management	Dense reader mode, clean spectrum, Listen-before-talk, Auto triggering and event management
Hopping Channels	50
Channel Spacing	500 KHz
Communications	RS-232 (DB-9F), LAN TCP/I/IP(RJ-45)
General Purpose Inputs/Outputs	2 inputs, 2 outputs, optically isolated, 0.5 amp current capacity
LED Indicators	Indicate Power, Lan Link, Lan Activity, RF on Read, and Fault (red)
Software Support	Java and .NET APIs

14.6 The following is the required sequence of events and functionality:

a. Upon arrival at the pick-up location, the Mobile Data Terminals or comparable technology shall require driver acknowledged arrival and shall be contingent upon the County configured geo-fence. The proposed solution shall facilitate a configurable "Arrival" timer that shall specify a countdown for the minimum time before declaring a trip no-show.
b. The RFID reader in a vehicle shall only detect RFID cards of riders who are scheduled on that vehicle as they board the vehicle.
c. If option is exercised by the County (See Section 39.3), the client's picture identification shall be displayed on the Mobile Data Terminal or comparable technology. Specifications for interfacing with the County's picture database listed herein.
d. The driver shall visually validate the client boarding using the Mobile Data Terminal or comparable technology.
e. Exception:

i. If the RFID card is not detected or if the client forgot or lost the card, the proposed solution shall require the driver to select a reason from a County configurable list of items; to include but not limited to, RFID card present but not detected, card not present and lost card.

ii. If client decides not take the trip, but the driver has already pressed the "perform" button, the Mobile data terminal or comparable technology shall allow the driver to rescind the "perform".

f. Upon arrival at the drop-off location, the Mobile Data Terminals or comparable technology shall require driver acknowledged arrival which shall be contingent upon the County configured geo-fence.

g. The driver shall acknowledge the client alighting by pressing the "perform" button (hard or soft) on the Mobile Data Terminal or comparable technology, which shall be contingent upon the presence of the corresponding RFID card.

h. Exception: If the RFID card was originally detected at pick-up, but is not detected at drop-off, the proposed solution shall require the driver to select a reason from a County configurable list of items; to include but not limited to, RFID card present but not detected and lost card.

14.7 The Contractor shall purchase 60,000 single, unified, hybrid DesFire/Long Range RFID Cards. The card shall contain the DesFire and Long Range RFID capability to operate independently in the fixed route and Paratransit environments. The Contractor shall deliver fifty percent (50%) of the hybrid cards thirty (30) days after the successful completion of testing as specified in Section 14.8. The cards shall be preprinted with County supplied front and back graphics. The County will print the Customer information and picture on this Hybrid card. The smartcard serial number and ultra-high frequency unique identifier shall be printed on the card. The single, unified "Hybrid" Card shall enable clients to use both the Fixed Route and Paratransit Services. This Hybrid Card when used on the fixed route system, be fully compatible with the existing Fare Collection system, and shall support all the features of the "Easy Card" media that is currently supplied by Miami-Dade Transit, and used on all its Buses and on the Rail System. The Specifications for each of the two card types are as follows: shall be fully compatible with the existing Fare Collection system, and shall support all the features of the "Easy Card" media that is currently supplied by Miami-Dade Transit, and used on all its Buses and on the Rail System. The Specifications for the two card types that need to be incorporated in the Hybrid card are as follows:

(A) Fixed Route EASY Card Requirements:
See Attachment L, Specifications for Extended Use Smartcards.

(B) RFID Card Specifications:

- Protocol: EPC Global Gen 2 and ISO/IEC 18000-6C
- Chip: NXP G2XM
- Operation: Passive, no battery required
- Worldwide operation in the UHF RFID frequency bands (860-960MHz)
- 816 bits of total writeable memory
- 512-bit user memory
- 240-bit EPC memory
- 32-bit access password
- 32-bit kill password
- 64 bits of read-only (TID) memory
- 32-bit chip identifier
- 32-bit unique, unalterable serial number (UID)
- Operating distance: Up to 30 feet under ideal conditions
- Intended for use in near-body access control applications (e.g., worn as a badge, neck lanyard, and held with fingers on card face)

14.8 Testing: The Contractor shall:

14.8.1 Provide the County with one test unit, within 30 days after the Contract Award Date, consisting of:

i. A complete Mobile Data Terminal or comparable technology, Long Range RFID Reader system, GPS antenna and communications modem in a stand-alone configuration mounted on a single platform. The Long Range RFID Reader shall be mounted to allow easy orientation adjustments and use by instructors and trainees.

ii. A power supply to convert 110VAC to 12VDC, with sufficient power capacity to supply the Mobile Data Terminal and associated Long Range RFID Reader. The power supply shall be equipped with an easy-to-reach On/Off switch, and all cables connecting to the Mobile Data Terminal shall be neat and securely fastened.

iii. Equipment corresponding to any of the options that are exercised by the County.

14.8.2 Provide the County with a detailed testing plan, for approval by the County, for demonstrating the operability of the proposed solution. The test plan shall include, but not limited to, the following information,:

i. Test timeframe
ii. Test scenarios and expected results
iii. Test procedures
iv. Mobile Data Terminal or comparable technology/Long Range RFID integration
v. Accuracy and integration of the AVL/GPS information into the County's Computer System
vi. Exception reports based on test data

14.8.3 Execute, prior to Contract Start Date, a test phase (not to exceed one month) of minimum of 1000 sample test trips, using the County provided trip manifests. The Contractor shall include one of each vehicle-type to be tested. The test shall include item #s iv and v of Section 14.8.2 above. The Contractor shall have, at a minimum, a ninety two percent (92%) success rate in RFID processing during the test phase. Upon approval from the County the proposed solution shall be deployed to the rest of the fleet.

14.9 Future Computer Enhancements

To improve customer service quality and/or increase the efficiency of operations, the County reserves the right to add any deemed-necessary, future enhancements, software modules or technologies to the County's existing Computer System provided to the Contractor. These enhancements and/or software modules or technologies include, but are not limited: to WEB-based trip reservation, confirmation and cancellation; Interactive Voice Response for trip confirmation and cancellation; and Geographical Information System (GIS). The Contractor shall cooperate with the County to implement these enhancements and/or software modules or technologies, and use the enhancements as intended to operate services as specified under the Contract. Any changes required of the Contractor's equipment to operate the enhanced

County Computer System in order to perform as required by the Contract shall be the responsibility of the Contractor.

14.10 Availability of On-Board Equipment

a) At the start of Service (on Contract Start Date), a minimum of 50% of the vehicles shall be fully equipped with functional AVL/GPS equipment, Mobile Data Terminals or comparable technology and Long Range RFID card readers. Within thirty (30) days after the start of service, a minimum of 75% of the vehicles shall be fully equipped with functional AVL/GPS equipment, Mobile Data Terminals or comparable technology and Long Range RFID card readers. By sixty (60) days after the start of service, 100% of the vehicles shall be equipped with functional AVL/GPS equipment, Mobile Data Terminals or comparable technology and Long Range RFID card readers. The Contractor shall provide supporting documentation to the County, of the installation progress at each time interval detailed above. However, the Contractor shall provide 100% of the required vehicles to provide the STS Service on the Contract Start Date.

b) Submit paper manifests in compliance with Section 25.2, for vehicles that are not equipped with AVL/GPS equipment, Mobile Data Terminals or comparable technology, and Long Range RFID card readers at the start of service. The Contractor shall manually enter all trip performance data from paper manifests into the County's Computer system.

15. County Computer System Data

15.1 Upon approval, the County will make available to the Contractor the County's Computer System data for extraction, analysis, auditing, reporting, and as necessary to fulfill the required obligations of the Contract.

15.2 Data extracted from the County's Computer System shall be solely for the purpose of importing into the Contractor intrinsic software (scheduling, billing, payroll, etc.). A detailed description of the intention, where and how the data will be used, the required fields of the extraction, and frequency of extraction must be submitted in writing to the County. Any approved data extraction will be provided by the County and only in flat file format. Any recurring extraction of data will require a separate interface to be created by the County between the Contractor's system and the County's Computer System.

15.3 The Contractor shall be responsible for the accuracy of all data entered into the Computer System by the Contractor's personnel.

16. Reservation Process

16.1 The Contractor shall receive all requests for service from Customers and conduct Trip Screening. The Contractor shall use the County's Computer System to perform this function and shall not purge or modify Customer files.

16.2 The Contractor shall not impose priorities based on trip purpose or restrictions upon certified STS Customers.

16.3 The Contractor shall ensure all dispatch and radio communication amongst Chauffeurs and other personnel are provided in English.

16.4 The Contractor shall provide reservation and call taking personnel at the Trip Center to cover the dedicated Service telephone lines in accordance with hours established per Section 10, Hours and Days of Service. The Contractor shall provide at least one supervisor present in the Trip Center during all hours of operations to offer sufficient supervision of service operations, provide assistance to Customers, and direct Chauffeurs or other personnel. The Contractor shall also provide multi-lingual reservation services.

16.5 Reservation and other call taking personnel shall be trained to meet the performance standards specified under the Contract. At a minimum, the personnel shall:

i. Demonstrate knowledge in key aspects of STS Service operations, including computerized reservations procedures, the Contract provisions, and STS Program rules.

ii. Serve the volume of incoming telephone requests for Service in a timely manner as specified in Section 18, Performance Standards, and demonstrate knowledge of the phone system being used, including proficiency in the use of TDD/TTY.

iii. Accurately enter the required Customer trip information to efficiently and effectively reserve trips.

iv. At the conclusion of the reservation process, verify reservation accuracy by repeating the following information, but not limited to, back to the Customer: scheduled trip date, origin address, Requested Pick-up Time, Scheduled Pick-up Time and Service Window, the drop off address, appointment time (if applicable), Companion request, PCA request, mobility aids, and booking ID (confirmation number).

v. Maintain a courteous and polite attitude in all dealings with the public and receive training to ensure customer orientation service including the ability to handle disgruntled Customers.

vi. Use the most efficient method available to process reservation requests from the Computer System.

17 Schedules

17.1 The Contractor shall develop vehicle schedules based on Computer System generated reservations; ensure on-time performance, and accurate travel time using the County's Computer System. The Contractor shall use the most efficient method for scheduling, which may include on-line, batching, or a combination of both as approved by the County and facilitated by the County's Computer System. The Contractor shall not change the Scheduled Pick-up Time once agreed upon with the Customer, and shall perform the trip within the Service Window.

17.2 The Contractor shall design routes that are direct, provide efficient and cost effective service to the County Clients. Circuitous routing is not permitted.

17.3 The Contractor shall monitor the daily schedules to ensure adherence, take immediate action to correct any Service delays in the schedule as they occur, and ensure that Chauffeurs are reporting pick-up and drop-off times, as established by the County. The Contractor shall reconcile and verify monthly scheduled service versus actual service provided and make any authorized scheduling adjustments or request modification to the Computer System's internal scheduling parameters to ensure that future schedules can be performed on time and within the standards established in Section 13, Performance Standards.

17.4 The Contractor shall request approval from the County for any adjustments to the Computer System's internal scheduling parameters and the County shall implement such changes upon approval.

17.5 In the event that a Customer is determined by the County not to be at fault for a No-Show, the Contractor shall provide the Customer with pick-up service within one (1) hour from the time the Contractor is notified.

17.6 The Contractor shall request a Backup for all Stranded Customers. Incidences where a Backup is required, the initial trip shall be cancelled and a new trip shall be booked for the Backup trip. Any cancellation shall be fully documented through the Computer System.

17.7 The Contractor shall obtain authorization from the County to perform a special trip. The Contractor may provide service within one (1) hour to improve customer service and ensure transportation reliability for specific cases pre-approved by the County.

18 Performance Standards

18.1 The Contractor shall provide Service in a manner which complies with ADA, all other regulatory requirements, meet the minimum performance standards prescribed by the County herein, and maximize operational productivity and efficiency.

18.2 The Contractor shall employ a means of detecting and correcting its deficiencies that contribute to failure to achieve the performance standards prior to the deficiencies reaching a level unacceptable by the County. Deficiencies may include, but are not limited to, performance that does not satisfy the minimum requirements listed in the Performance Standards Table below. Should deficiencies persist or become unacceptable, the County shall take actions under the Contract, including the assessment of liquidated damages.

18.3 The County will perform service audits, including random phone audits of completed trips with Clients to verify trips taken, as deemed necessary and use all available information, not limited to Trip Center data, Driver's Manifests, reports, and the County's Computer System, to measure the performance level for the entire Program and to determine if the Contractor meets the performance requirements. In the event that the required minimum Performance Standards established below or elsewhere in

the Contract are not met by the Contractor for two (2) consecutive months without noticeable service improvements, the County may request the removal of any personnel or subcontractor determined to be at fault, or find the Contractor in default of the Contract. Such decision shall be at the sole discretion of the County.

18.4 The County and the Contractor may annually review these Performance Standards for adjustments. The County will make the final decision regarding any adjustments.

Performance Standards	Requirement
Trip Denial. Trip denials measured per report of an occurrence.	0
On-time Performance. On-time performance is defined as a vehicle arriving at the correct location for a pick-up within the Service Window. On time performance will be measured based on all trips performed each month as verified by the AVL/GPS System and as reported pursuant to Section 28.5.	Minimum 80%
Average Speed of Answer (ASA). The sum of all wait times for all calls entering the ACD queue (and eventually answered), divided by the number of incoming calls answered. Wait time is calculated from the time that the call enters the queue until the call is answered. ASA will be measured weekly for each individual queue on an hourly basis.	Maximum 45 seconds
Rate of Calls Abandoned. The number of ACD accepted calls that were abandoned in the queue, i.e. the caller disconnected. The rate of calls abandoned will be measured weekly for each individual queue on a basis of ten (10) second intervals.	Maximum 8% after 10 seconds
Average Hold Time. Average time on hold on any queue within the ACD System measured on an hourly basis.	Maximum 2 minutes
Customer Travel Time. Customer time traveled equivalent to 110% of the comparable fixed route travel time measured monthly using data captured by Mobile Data Terminals or comparable technology	Minimum 98% of data captured
Customer Complaint Ratio. Customer Complaint ratio measured monthly as a percent of total trips performed.	Maximum 0.5%
System Safety. Measure of preventable vehicle accidents, as defined by the National Safety Council, per 100,000 revenue miles.	Maximum 3
Data Verification for Trips for each Vehicle by GPS/AVL System at all times.	Minimum 98%
Working GPS/AVL System in Contractor's vehicles in service at all times.	Minimum 98%

19. Liquidated Damages

Where the Contractor fails to perform in accordance with the established Required Minimum Performance Standards as elsewhere described, the County will assess liquidated damages within 180 days of the incident for which the Liquidated Damage applies, for the first year of the contract, and within 120 days under the remainder of the contract. The County has the sole discretion to modify this Section.

19.1 Liquidated Damages

19.1.1 Trip Denials / Missed Trips:

(a) The Contractor will be assessed liquidated damages in the amount of $100.00 for any occurrence of a Trip Denial.
(b) The Contractor will be assessed liquidated damages in the amount of $200.00 for any occurrence of a Missed Trip.

19.1.2 On-time Performance:

(a) The Contractor will be assessed liquidated damages in the amount of $1,000.00 for each month where the on-time performance for the month is below 80%.
(b) The Contractor will be assessed liquidated damages for each reported occurrence of a trip performed outside of the Service Window and prescribed below:

1) Between 31 minutes and 45 minutes after the Scheduled Pick-up Time	$4.00 per occurrence
2) Between 46 minutes and 60 minutes after the Scheduled Pick-up Time	$6.00 per occurrence
3) Between 61 minutes to 90 minutes after the Scheduled Pick-up Time	Trip Cost
4) 16+ minutes before the Scheduled Pick-up Time, Complaint Only.	$10.00 per occurrence
5) 121+ minutes after the Special Trip Request pick-up time	Trip Cost

19.1.3 Average Speed of Answer:

For each week where the weekly Average Speed of Answer, per queue and hour of operation, is greater than 45 seconds the Contractor will be assessed liquidated damages in the amount of $600.00 per week.

19.1.4 Rate of Calls Abandoned:

For each week where the average Rate of Calls Abandoned is greater than 8% after 10 seconds the Contractor will be assessed liquidated damages in the amount of $600.00 per week.

19.1.5 Average Hold Time:

For each week where the Average Hold Time per queue and hour of operation is greater than 2 minutes, the Contractor will be assessed liquidated damages in the amount of $750.00 per week. In addition, the County, at the Contractor's expense, reserves the right to hire and assign temporary reservation/call taking personnel to remain with the Contractor until such time as the call taking standards are met or exceeded for a full four (4) weeks of operation.

19.1.6 Customer Travel Time:

The Contractor will be assessed $500.00 for each month the Customer Travel Time is greater than 110% of the comparable fixed route travel time on more than 2% of the data captured.

19.1.7 Excessive Travel Time:

The County shall assess liquidated damages for each occurrence of excessive travel time as prescribed below:

a. $10 per trip if the travel time is between 10.1% and 50% of the Service standard (comparable fixed route)
b. $20 per trip if the travel time is between 50.1% and 100% of the Service standard (comparable fixed route)
c. Trip cost if the travel time exceeds by 100% of the Service standard (comparable fixed route)

19.1.8 Customer Complaint Ratio:

The Contractor will be assessed liquidated damages in the amount of $200.00 for each month where the Customer Complaint Ratio is greater than 0.5% of total trips provided.

19.1.9 On Board Equipment:

a. The Contractor will be assessed liquidated damages in the amount of $200.00 per vehicle per day (or prorated portion of trips, whichever is less) for each day the Mobile Data Terminal, and associated equipment or comparable technology is installed and not operational, as specified in Section 14.5, On Board Equipment By the Contract. The assessment of this liquidated damage will only occur when more than 2% of the hardware at any given time is not operational, and remains in service four hours or more.

b. The Contractor will be assessed liquidated damages in the amount of $200.00 per vehicle per day for any vehicle commencing revenue hours without functioning equipment as defined in Section 10.5.5 The assessment of this liquidated damage will only occur if a vehicle with non-functioning equipment remains in revenue service for four hours or more.

c. The contractor shall be assessed Liquidated Damages in the amount of $100 per driver per vehicle per day in the event that the operator does not logon or re-logon to an operational Mobile Data Terminal or comparable technology as required.

d. The Contractor will be assessed liquidated damages in the amount equal to the sum of all trips for which the data is not provided as required in Section 14.5 (B).

e. The Contractor will be assessed Liquidated Damages in the amount equal to the trip rate for all trips where driver fails to follow trip acknowledgement requirements specified in Sections 14.6 and 17.3

19.1.10 Invalid No-Show:

The Contractor will be assessed liquidated damages in the amount of $10.00 per trip when the Driver claims the Customer is a No-Show where the data from the AVL/GPS system does not support the claim, and Service was later rendered. If the Services were never rendered, the liquidated damages will be in the amount of $200.00.

19.1.11 System Safety:

The Contractor will be assessed liquidated damages in the amount of $1,000.00 for each month where the number of preventable vehicle accidents, as defined by the National Safety Council, is greater than three (3) per 100,000 revenue miles.

19.1.12 Scheduled Pick-up Time:

The Contractor will be assessed liquidated damages in the amount of $10.00 for each occurrence where the Scheduled Pick-up Time given to the Customer is changed after the reservation has been accepted by the Customer.

19.1.13 Driver's Manifest:

a. Contractor shall not invoice nor will the County pay for any trip wherein a paper Driver's Manifest is used for a trip, per Section 25.2, Driver's Manifest, and said manifest fails to include the signature of the passenger or the executed unable to sign verification form. If any information required under List B of Section 25.2, Driver's Manifest, is not properly documented on the Driver's Manifests, liquidated damages shall be assessed at $10 per trip.

b. The Contractor will be assessed liquidated damages in the amount of $200.00 per one-way trip documented on the Driver's Manifest, provided to the County for payment and subsequently proven to be invalid or the trip did not occur. In addition, the County will request immediate removal of the offending Chauffeur, and/or, if utilized, may request the immediate removal of the offending subcontractor from Services under the Contract. Within two weeks of notice by the County to the Contractor of an invalid Driver's Manifest, the Contractor shall submit to the County a correction plan of the Contractor's steps to prevent repeated offenses. The correction plan shall be implemented by the Contractor as stipulated by the County. Said liquidated damage shall be in addition to the County not being charged for such trip.

19.1.14 Reporting:

The Contractor will be assessed the following liquidated damages for failure to submit on a timely basis the reports required in the corresponding sections. The liquidated damages shall also be assessed if documentation is submitted with missing information until the proper documentation is submitted.

i. Complaint Responses: The Contractor shall be assessed liquidated damages in the amount of $10.00 per complaint per day, when a response to a Complaint is not submitted as required in Section 13, Program Feedback and Response.

ii. Vehicle Documentation: The Contractor shall be assessed liquidated damages in the amount of $55.00 per day, when documentation is not submitted for inspected vehicles as required in Section 20.3, Vehicle Inspections and Documentation Requirement.

iii. Chauffeur Standards: The Contractor shall be assessed liquidated damages in the amount of $55.00 per day, when documentation is not submitted for a Chauffeur who had complied with the requirements in Section 20.7, Chauffeur Standards and 28.3, Chauffeur Documentation.

iv. Training: The Contractor shall be assessed liquidated damages in the amount of $55.00 per day, when documentation is not submitted as required in Section 28.4, Proof of Training.

v. DBE Reports: The Contractor shall be assessed liquidated damages in the amount of $60.00 per day, when a report is not submitted as required in Attachment J, Miami Dade County Special Transportation Services DBE/EEO Requirements.

vi. National Transit Database (NTD) Reporting: The Contractor and County agree in the event the Contractor fails to submit the NTD Report as required in Section 28.1, the Contractor shall be assessed liquidated damages in an amount equivalent to the federal funds the County would have been entitled to had the Contractor submit a timely report. The liquidated damages will be determined by collecting the data and calculating the amount that the revenue miles and passenger miles would have yielded.

vii. Capital Cost of Contracting: The Contractor shall be assessed liquidated damages in the amount of $60.00 per day, when a report is not submitted as required in Section 28.2, Capital Cost of Contracting.

viii. Data Submission: The Contractor shall be assessed liquidated damages in the amount of $1000.00 per day, when trip data, as required in Section 14.5, On Board Equipment, Section 28.5, On-Time Performance and Section 28.6, Cancellation and No-Show, is not submitted to the County.

ix. ACD Report: The Contractor shall be assessed liquidated damages in the amount of $40.00 per day, when a report is not submitted as required in Section 28.7, ACD Report.

x. Performance Target and Action Plan Report: The Contractor will be assessed liquidated damages in the amount of $100.00 per day, when a report is not submitted as required in Section 28.8, Performance Target and Action Plan Report.

xi. Drug and Alcohol Reporting: The Contractor will be assessed liquidated damages in the amount of $50.00 per day, when a report is not submitted as required in Section 28.9, Drug and Alcohol Reporting.

xii. Accidents and Incidents: The Contractor will be assessed liquidated damages in the amount of $45.00 per day, when an accident or incident report is not submitted as required in Section 34, Accidents and Incidents.

xiii. Annual Pro-forma: The Contractor will be assessed liquidated damages in the amount of $60.00 per day the annual pro-forma operating report is not submitted as required in Section 28.12, Pro-forma Statement.

xiv. For any other report(s) or plan(s) that are required in accordance with the Contract or requested by the County in conjunction with the Contract, the Contractor will be assessed liquidated damages in the amount of $100.00 per day, when the report or plan is not submitted as stipulated. In the event a due date is not specified herein or in the County's request, the liquidated damages will begin to be assessed after two (2) days from the request being made.

19.1.15 Mobile Radio:

The Contractor shall be assessed liquidated damages in the amount of $50.00 per day per vehicle for an in-operable or missing two-way mobile radio or communication system as required in Section 20.2 (c) (xi).

19.1.16 AM/FM and Satellite Radio:

The Contractor shall be assessed liquidated damages in the amount of $10.00 per occurrence of a Chauffeur playing an AM/FM radio, satellite radio, or other audio equipment when Customers are in the vehicle, as determined by the County or valid Customer Complaint.

19.1.17 Air Conditioning:

The Contractor shall be assessed liquidated damages in the amount of $25.00 per trip of a vehicle with a non-functioning air conditioner including if the Chauffeur fails to turn the air conditioner on, as determined by the County or valid Customer Complaint.

19.1.18 Cell-Phones or Other Electronic Devices:

The Contractor shall be assessed liquidated damages in the amount of $50.00 per occurrence a Chauffeur uses a cell phone or other electronic devices while operating a vehicle, as determined by the County or valid Customer Complaint.

19.1.19 Unauthorized Chauffeur or Vehicle:

The Contractor shall be assessed liquidated damages in the amount of the trip rate per trip performed by an unauthorized vehicle or Chauffeur, in cases where the Contractor was advised by the County that the vehicle or Chauffeur is unauthorized or

when the vehicle or Chauffeur is placed into service when not properly certified. Said liquidated damage will be in addition to the County not being charged for such trip.

19.1.20 Improper Wheelchair Tie-Down:

a. The Contractor shall be assessed liquidated damages in the amount of $100.00 per occurrence of the Chauffeur's failure to secure a wheelchair according to procedures shall result in liquidated damages of $50.00 per incident. The driver responsible must be re-trained within twenty four (24) hours. Repeat offenders with two incidents within a twelve (12) month period shall be removed from the Contract.

b. The Contractor shall be assessed liquidated damages in the amount of $500.00 per incident for failure to secure a wheelchair according to procedures that result in injury to the passenger. The Chauffeur responsible shall be removed from the Contract.

c. Customer Seatbelt: The contractor shall be assessed liquidated damages in the amount of $100.00 per incident per customer for any violation of this safety standard determined to be valid by the County.

19.2 Periodic Review

The County and the Contractor may annually review Section 19, Liquidated Damages for adjustments. The County will make the final decision regarding any adjustments.

19.3 Assessment of Liquidated Damages

a. Customers authorized for STS Service are reliant on the service for daily and critical activity. A failure on the part of the Contractor results in serious disruptions to lives and livelihood.

b. The sum of individual liquidated damages assessed by the County against the Contractor will be deducted from payments due to the Contractor for service rendered to County.

c. The County will notify the Contractor of liquidated damages intended to be assessed. Should the Contractor wish to appeal any liquidated damages, the Contractor shall submit a request to appeal specific liquidated damages to the County within fourteen (14) business days after notification of the County's intent to assess liquidated damages is issued to the Contractor. Following receipt of the Contractor's request to appeal, the County will contact the Contractor to schedule a meeting to proceed with MDT's appeals process. Failure to submit a request to appeal as specified will be deemed by the County as the Contractor's acceptance of said liquidated damages and will result in final assessment. Appeals will be finalized by the Miami-Dade Transit Department Director or designee.

d. The assessment and/or appeal of liquidated damages will not delay payment less the liquidated damages amount.

19.4 Force Majeure

a. The Contractor will not be in default or penalized because of any failure to perform the Contract if the failure arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of these causes are (1) acts of nature; (2) acts of law enforcement such as public road closures or restrictions; and (3) acts of war, civil disobedience or terrorism. Traffic congestion and/or rain are not considered an excusable delay unless major arteries are closed, or limited, thereby significantly affecting the normal flow of traffic.

b. The force majeure provisions will not apply and the Contractor shall be deemed in default if:

1. The Contractor services were obtainable from another service provider; or

2. The County ordered the Contractor, in writing, to purchase these services from another source and the Contractor failed to comply reasonably with this order.

c. The County will ascertain the facts and extent of the Contractor's failure to perform. If the County determines that any failure to perform resulted from one or both of the causes above, the County shall assess liquidated damages or terminate the Contract for default as a result of such failure to perform.

20. Transportation (Vehicle and Chauffeur) Standards

20.1 Display of Decals on Vehicles
The Contractor shall ensure all STS permitted vehicles used in providing Services under the Contract display on the exterior side doors of the vehicle a 12" X 18" decal. Graphics and other specifications will be provided by the County. In addition, all vehicles shall display the County assigned permit number on all four corners of the vehicle.

20.2 Vehicle Standards

a. The Contractor shall ensure that vehicles used in the provision of services under the Contract comply with or exceed the manufacturer's safety and mechanical standards for the particular vehicle and model, FDOT Rule 14-90, and applicable standards set by PTRD regulations.

b. The Contractor shall ensure that vehicles used in the provision of Services under the Contract shall not exceed six (6) model years during the contract period.

c. All Contractor's vehicles, including the Contractor's Backup vehicles, used in providing services under the Contract shall:

i. Have a rear-view mirror, and side-view mirrors mounted on both sides of the vehicle.

ii. Have a functioning interior light within the Customer(s) compartment.

iii. Have functioning window and door mechanisms which ensure that all access doors and windows are capable of being opened from the inside and outside and remain closed and secure during travel.

iv. Have a functioning speedometer indicating speed in miles per hour and a functioning odometer correctly indicating distance in tenths of a mile.

v. Be equipped with operational heater ventilation/air conditioning systems. If the system of a vehicle becomes inoperable during service provision, the vehicle shall be removed from Service within two (2) hours.

vi. Have exterior free of grime, oil, or other substances and free from cracks, breaks, dents, and damaged paint that noticeably detracts from the overall appearance of the vehicle, with the exception of normal wear and tear.

vii. Be equipped with hubcaps, wheel covers, or wheels designed not to require caps/covers.

viii. Have all body molding in place, or if removed, holes shall be filled and painted.

ix. Have passenger compartment that shall be clean and without torn upholstery or floor coverings, damaged or broken seats, protruding sharp edges, vermin, or insects. The floor shall be kept free of unsecured objects at all times.

x. Have unobstructed vision on all sides.

xi. Be equipped with an operable two-way mobile radio or any other two-way communication system which affords contact with the vehicle during all hours of operation. Beepers are not an acceptable substitute. If portable radio/cell phone communication systems are used, Chauffeurs shall use "hands-free" radio accessories.

xii. Have installed or assigned an operable AVL/GPS equipment, mobile data terminals, and Long Range RFID readers in accordance with Section 14.5.

xiii. Meet all safety and mechanical standards established by County Codes, Florida State Statutes, Passenger Transportation Regulatory Division (PTRD) and Federal regulations, if any and have passed all required inspections.

xiv. Not have leaks of any kind, including fumes.

xv. Be equipped with a functioning horn.

xvi. Have an operable seat belt for each passenger seat (based on capacity of the vehicle) and driver seat.

xvii. Have fully charged, certified and non-expired fire extinguishers per applicable code.

xviii. Vehicles which provide non-emergency wheelchair services shall secure each wheelchair using a four-point tie down strap and shall secure each customer using a lap belt and shoulder harness. While in service, each lift/ramp-equipped vehicle shall maintain on-board a sufficient number of chair and customer tie-downs to meet the vehicle's maximum wheelchair passenger capacity. Tie down straps shall be clean and well maintained.

xix. Have a manual backup to its lift system as required by 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.

20.3 Vehicle Inspections and Documentation Requirements

a. The Contractor shall maintain an accurate list of all vehicles providing Services under the Contract, including but not limited to, specific type of vehicle, County operating permit numbers, vehicle identification numbers (VIN), and STS Certificates of Transportation numbers issued by the County. The information shall be provided to the County on the fifth (5th) of each month and at any other time requested by the County. The Contractor shall provide the County with proof of vehicle permit, licensing and a passed For-Hire Vehicle inspection conducted by PTRD for all vehicles to provide Services under the Contract prior to initiating Service. The Contractor shall notify the County within twenty-four (24) hours of vehicles being removed from Service, of any permit changes, and any other changes as they occur. Legible copies of PTRD Form TD42 or Vehicle Inspection Report, as may be changed from time to time, will suffice. All vehicles shall be made available for inspection during normal business hours by the County, at its discretion. PTRD inspection costs shall be paid by the Contractor.

b. The County further reserves the right to order the immediate removal from Service any vehicle of the Contractor not in compliance with any standards referenced herein or required by any other local, State or Federal laws.

c. The Contractor shall maintain, at minimum, and document a spare vehicle ratio of 5% of the total fleet.

d. The Contractor shall provide the County a certificate of insurance for each vehicle in accordance with Section 31-206 of the Code, even if the Contractor utilizes subcontractor to perform any part of the Contract.

20.4 Child Restraint

The Contractor shall ensure that Chauffeurs comply with Florida Statute Chapter 316.613, Child Restraint Requirements when transporting a child five (5) years of age or younger. When reserving trips for Customers, the Contractor's personnel shall determine if child restraint devices are required for the Customer or Companion. Child restraint devices are provided by Customers.

20.5 Personal Care Attendants (PCA), Companion, and Service Animals

a. Only one PCA is allowed per Customer. No fare shall be collected from the PCA. The Contractor shall not bill the County for trips taken by PCAs and the Contractor will not be paid for PCAs. The County will not deduct fare for PCAs from the Contractor's trip rate.

b. One Companion may travel with a Customer, in addition to the PCA, provided that the Companion and Customer are picked up and dropped off at the same address. Companions shall ride on the basis of available space and pay the same fare as the Customer. See Section 30, Fares and Accounting, for fares collected from Companions.

c. No fare shall be collected for a service animal. The Contractor shall transport in a vehicle no more than one (1) Customer with a service animal for a trip. The Customer may request to bring an additional service animal. A Companion and PCA shall also be allowed to accompany each Customer with a service animal.

20.6 Use of Vehicles

When a vehicle is being used in providing Services, the Contractor shall ensure that it transports only County authorized Customers in that vehicle.

20.7 Chauffeur Standards

a. Prior to placing a Chauffeur in Service, the Contractor shall conduct a thorough driver's license check for a minimum of five (5) years in the past to ensure that all newly hired Chauffeurs providing Services under the Contract will have no history of DUI, DWI, reckless driving convictions, leaving the scene of an accidents, or any other serious offenses. The Contractor shall ensure that all newly hired Chauffeurs providing Services under the Contract shall have no more than three (3) moving violation points on their State drivers and/or chauffeurs license within the last three (3) years. Prior to placing a Chauffeur in Service, the Contractor shall obtain a nationwide criminal background check by fingerprint through the National Crime Information Center (NCIC). This shall include, as a minimum, any history of convictions for crimes against children or vulnerable adults in any state to ensure that all newly hired Chauffeurs providing services under the Contract will have no history of such offenses. Records of criminal background checks shall be kept on file by the Contractor and made available to the County upon request. The Contractor shall review Motor Vehicle Reports bi-annually (twice a year) for all Service Chauffeurs and perform NCIC background checks annually to ensure that all of the requirements stated herein for newly hired Chauffeurs are applicable to all Chauffeurs at the time of each bi-annual review. If the Contractor becomes aware of any Chauffeur not in

compliance with the requirements stated herein, the Contractor shall immediately remove the Chauffeur from Service.

b. The STS Accident Review Committee will review all Chauffeurs' accidents. Following its review, the Committee will require the Contractor to remove any Chauffeur it deems in the best interest of the County.

c. The Chauffeur is required at all times to prominently display his or her Miami-Dade County Chauffeur's Registration in clear view of the Customer, when providing transportation services. Chauffeurs shall notify the Contractor immediately of any citation, arrest, or suspension or revocation of driver's license or Miami-Dade County Chauffeur's Registration. The Contractor shall notify the County of any Chauffeur who has his/her Driver's License or Miami-Dade County Chauffeur's Registration suspended or revoked by close of business the next business day after such notification by the Chauffeur. The Contractor shall also immediately notify the County of all Chauffeur resignations or terminations.

d. Prior to placing a Chauffeur in Service, the Contractor shall ensure the Chauffeur has a current/active Miami-Dade County Chauffeur's Registration approved by the County.

20.8 Chauffeur Duties:

The Contractor shall ensure that Chauffeurs used to provide Service under the Contract:

i. Have and maintain the driving record standards from start of services.

ii. Perform their duties with due regard for the safety, comfort, convenience, and courteousness for Customers and their property utilizing all required equipment, including the Mobile Data Terminal or comparable technology.

iii. Prior to daily Service start, ensure that wheelchair Service vehicles have a sufficient number of passenger securement devices, a sufficient number of wheelchair tie-down straps and securement devices to secure wheelchairs in accordance with ADA regulations, and that all securement devices are functioning properly. Wheelchair passengers shall be secured in either a forward or rearward facing position using a four-point tie down for the wheelchair and a lap belt and shoulder harness for the wheelchair passenger. The ADA prohibits the Chauffeur from securing wheelchair passengers in a sideways facing orientation. Tie-down straps and lap and shoulder belts shall be maintained in good condition, kept clean (so as not to soil the customer's clothes) and properly stored in an off-the-floor rack, cabinet or pouch when not in use. Straps and tie-downs shall not be left on the vehicle floor as they damage the passenger's wheelchair wheels.

iv. Comply with all applicable Federal, State and County laws, regulations and licensing requirements, including drug testing.

v. Maintain a current valid Miami-Dade County Chauffeur Registration and State of Florida Driver's License, or Commercial Driver's License, if required, and complete all training requirements herein.

vi. Notify the Contractor, upon receipt of a citation, arrest, and/or suspension, revocation, or cancellation of license. This notification shall be immediate if operating a vehicle at the time of such loss of privilege or prior to operating a vehicle.

vii. Provide door-to-door service. This is defined as getting out of the vehicle and opening and closing the vehicle door when Customers enter or exit the vehicle. Provide assistance to or from the main accessible entrance at the pick-up location to the vehicle and from the vehicle to the main accessible door at the place of destination. This does not include bodily lifting of any Customer. The Chauffeur shall not be required to leave the line of sight of the vehicle to provide assistance.

viii. Appropriately announce their presence at the specified entrance (indicated on the Driver's Manifest) of the building of trip origin in an attempt to locate the Customer, if the Customer does not appear for pick-up at the scheduled time. Sounding horn does not constitute an appropriate announcement and is prohibited.

ix. Contact the dispatcher before leaving a designated location without picking up the Customer, when encountering problems such as Customer not being ready, Customer not waiting at the designated pick-up location, incorrect addresses, or addresses which are inaccessible to wheelchairs. If the Chauffeur arrives at the pick-up location on time or within the Service Window, and the Customer is not there, the Chauffeur shall immediately contact the dispatcher to advise of the situation. The dispatcher shall contact the Contractor and obtain authorization from the Contractor for the Chauffeur to leave. The Contractor shall attempt to locate the Customer. If the Contractor cannot locate the Customer or the Customer does not respond within five (5) minutes after the Chauffeur's arrival time, the Contractor shall advise the dispatcher to instruct the Chauffeur to leave without the Customer. It is at this point, that the Customer is declared a No-Show. When the Driver arrives outside of the Service Window, the same process for notification and authorization described herein shall apply. In no event, shall a Customer be designated as a No-Show if the Chauffeur fails to arrive within the Service Window or fails to comply with the notification and authorization requirements within this paragraph.

x. Ensure the Chauffeur does not transport a Customer prior to the Scheduled Pick-up Time, as defined by the Service Window, unless the Customer has given the consent to leave early. Chauffeur's arriving before the Scheduled Pick-up Time, shall wait five (5) minutes past the Scheduled Pick-up Time before requesting authorization to leave without the Customer. The Contractor shall not cancel Customer trips in advance of the trip when the Customer is not reachable by phone.

xi. Call dispatcher or designee as required by the Contractor or County to provide a status update when he or she is running 30 minutes after Scheduled Pick Up time, and when an unexpected event, accident, or incident occurs.

xii. Wear clothing which is clean, neat, and professional in appearance and wear shirts with collars and a logo identifying them as a representative of the Contractor or subcontractor, if utilized.

xiii. Ensure that there is no smoking, alcoholic beverage consumption, and/or eating in vehicles by the Customers or Chauffeurs.

xiv. Ensure that no playing of audio/visual equipment in vehicles is permitted unless such equipment is used by a Customer with a headset and kept at a level not audible to other Customers or the Chauffeur. Chauffeurs may not play audio or video equipment while Customers are in the vehicle with the exception of dispatch radios which are permitted.

xv. Conduct Customer screening by comparing the picture on the Mobile Data Terminal or comparable technology (if the Option of Section 39.3 is exercised by the County) to the Customer.

xvi. Vehicle location announcement by the Chauffeur shall be made every fifteen (15) minutes and upon request by the Customers.

xvii. Execute trip functions using Mobile Data Terminals or comparable technology.

20.9 Chauffeur Conduct:

The following acts are not permissible by Chauffeurs when providing Services for the Contract or while on County premises:

i. Use liquors, narcotics or controlled substance of any kind (excluding doctors' prescriptions which do not impair Chauffeur's driving ability) while on duty or not report to duty under the influence of such products.

ii. Gambling in any form.

iii. Smoking and other uses of tobacco while on duty except in places or at times designated for that purpose. Smoking is never permitted in service dedicated vehicle even when Customers are not being transported.

iv. Carrying of pistols, firearms, or concealed weapons.

v. Resorting to abuse or physical violence to settle a dispute with a fellow employee, Customer or the general public while on duty. In self-defense, a Chauffeur may use no more force than is reasonably necessary.

vi. Use of loud, threatening, indecent or profane language and/or making threatening or obscene gestures toward Customers or others.

vii. Physically touching and/or assisting a Customer without first obtaining the Customer's permission to do so.

viii. Unprofessional conversation, behavior, jokes, or comments which can be construed as sexual harassment or offensive to others.

ix. Entering a Customer's home.

x. The use of a cell phone or other electronic devices while operating a vehicle.

xi. Playing an AM/FM radio, satellite radio, or other personal audio equipment when Riders are in the vehicle.

20.10 Complaints against Chauffeurs, Dispatchers, or Personnel of the Contractor

Complaints against Chauffeurs, dispatchers or other Contractor's personnel will be taken by the County. The County may request removal of Chauffeurs, dispatchers, or other Contractor personnel from Services under the Contract in the event a personnel is determined by the County of not handling calls, reserving trips, providing Late Vehicle Assistance, or otherwise assisting Customers in an efficient, knowledgeable, and courteous manner based on the County's audit or five (5) valid Complaints from five (5) different Customers. In cases where the Contractor disputes the validity of a Complaint, the County will make the final determination.

21. Training

21.1 The Contractor shall ensure standardized training of all personnel providing Services under the Contract, using the Project Action ADA Training Program, prepared by the American Bus Association, unless an alternate manual is approved by the County in writing.

21.2 The Contractor shall ensure that Chauffeurs who are involved in two (2) preventable accidents, as defined by the National Safety Council, in a 12-month period, and will continue to provide services, attend a refresher Defensive Driving Training.

21.3 The County reserves the right to require additional training of any or all of the Contractor's personnel, including Chauffeurs and dispatchers, as deemed necessary by the County. The County will not be liable for any costs associated with such trainings.

21.4 The Contractor shall also ensure that, at minimum, four (4) hours of refresher training is provided annually to all personnel. This includes any and all specialized training requirements which may be determined at the discretion of the County. The Contractor shall allow Customers to participate in the training as designated by the County, such as acting as a customer in a mock training session.

21.5 The Contractor shall, at a minimum, include the following trainings in its training program and shall ensure that the trainings are completed by all personnel prior to start of service provided, with the exception of Defensive Driving Training which only Chauffeurs are required to complete. Any Chauffeur found not in conformity with the training requirements may be deemed unauthorized to perform trip. Said Chauffeur may be removed from providing Service under the Contract until subsequently trained.

21.5.1 Defensive Driving Training:

As offered by the Broward-Dade Safety Council of the National Safety Council. Defensive Driver Training shall include, but not be limited to the following:

i. Techniques of steering, acceleration, and braking.

ii. Time and distance braking and intersection stopping test.

iii. Right/left hand turns, changing lanes, and passing.

iv. Intersections, backing, parking, adverse weather conditions, and expressway driving.

21.5.2 Understanding the Department of Transportation (DOT) Americans with Disabilities Act of 1990: Training shall include, but not be limited to the following:

i. Basic explanation of general purpose and scope of legislation designed to eliminate discrimination against individuals with disabilities.

ii. Basic explanation of DOT ADA service requirements and Chauffeur responsibilities.

21.5.3 Passenger Assistance Techniques (PAT) or Equivalent Training: To ensure sensitivity to and safe transport of persons with disabilities, training shall include, but not be limited to the following:

i. Basic professional courtesy, customer service, and the elimination of attitudinal barriers.

ii. Passenger assistance techniques for Customers with: wheelchairs including four-point wheelchair tie down procedures, walkers, canes, crutches, speech impairments, vision impairments (including sighted guide techniques), hearing impairments, mental/cognitive impairments, Alzheimer's Disease, seizure disorders, and a basic explanation of dialysis treatment and its effect on the Customer's stamina during transport.

iii. Dealing with service animals.

iv. Prohibition against transport to any destination other than the address on the Driver's Manifest unless authorized by the Contractor or County.

v. Definition of PCA versus Companion(s) and impact on fare collection.

vi. Sexual Harassment and accordance to the County's guidelines.

21.5.4 Program Policies and Procedures: To ensure full understanding of all Program policies and procedures, training shall include but not be limited to the following:

i. Full coverage of the Contract definitions and general responsibilities of the Contractor and other pertinent sections including but not limited to Section 20, Transportation (Vehicle and Chauffeur) Standards; Section 21, Training;

Section 28, Required Reports; Training on Mobile Data Terminal or comparable technology etc. Emphasize that Chauffeurs cannot require Customers to leave before the Scheduled Pick-up Time and cannot enter classrooms, medical offices, etc. to try to convince Customers to leave early.

ii. STS Program Rules (see STS Rider's Guide).

21.6 The Contractor will be responsible for all costs for any training required for driver certification or vehicle inspections outside the normal business hours of the PTRD.

22 **Marketing/Customer Service and Information**

a. Each Program vehicle shall display a sign designed and provided by the County that lists the County's toll-free STS Customer Service telephone number, TD Help Line, the TDD/TTY phone number, and Florida Relay number (711) to be used by Customer's who wish to report Complaints or commendations.

b. Chauffeurs will, when requested by the county, hand out notices to Customers.

c. The Contractor's Project Manager or management level designee shall attend the monthly STS Rider's Meeting to address Customer concerns.

d. The Contractor shall provide at least one personnel available for presenting information to the public or County officials (public relations) upon request by the County.

In the event the Contractor is contacted directly by non-County representatives with a request for STS statistics, plans, and/or information for publication in newspapers, magazines, or any other media form, including interviews, the Contractor shall channel all response/information through the County for prior approval before release. This requirement should not be considered a limitation to the requirements of Public Records Law under Florida Statues. The Contractor is prohibited from facilitating, distributing or advertising STS applications, taking any action designed to solicit new Customers, market service availability, offer free service and/or otherwise promote ridership unless a marketing campaign is authorized in writing by the County.

23 **Telephone System Requirements**

a. The Contractor shall obtain, provide, and maintain a telephone system that has a local telephone number (main number) to be used for all STS Service Area calls from Customers for service requests regarding the STS Program (except those services precluded by the County). In addition, the Contractor shall obtain, provide, and maintain a toll-free number for all STS service area calls with the same characteristics as the main number or feeding into the main number. At least one (1) TTY/TDD telephone with an independent phone line shall be staffed and in working condition in accordance with the hours established per Section 10, Hours and Days of Service. The Contractor shall provide Customers requiring the use of a Telephone Relay Service a special telephone number and give the line priority assistance.

b. The telephone system shall provide, at a minimum, automated menu driven options in multiple languages with selections for all services, as determined by the County, regarding the STS Program. The telephone system shall include an option to connect to the County's STS Customer Service Line, Certification Office, or other MDT office. The Contractor shall ensure that calls are automatically transferred to the County's main telephone number or designated queue based on the Customer's selection.

c. The Contractor shall maintain adequate telephone lines, staff and supervision to ensure the average weekly telephone statistics, as specified herein, are met. In addition, the equipment and lines shall be structured with sufficient capacity to preclude busy signals. The Contractor shall provide all new telephone equipment including ACD at the Contract Start Date. The ACD equipment shall be capable of tracking and tabulating statistics including, but not limited to, the number of incoming calls, the number of abandoned calls, the average time on hold per call, the average length of a completed phone call, the average agents per hour, and producing reports in a daily, weekly, or monthly format. The Contractor shall provide the County access to ACD reporting tools via an Internet Secure Sockets Layer (SSL) accessible connection.

d. The telephone system shall also have the ability to interface with an Interactive Voice Response System.

e. The Contractor shall provide Service announcements, as approved or required by the County whenever Customers are "on hold". The County reserves the right to require the Contractor to utilize up to five (5) dedicated lines and call taking staff to work with County call takers to address and resolve Customer late vehicle issues.

f. Thirty (30) days prior to expiration or upon notice of termination of the Contract, the Contractor shall transfer ownership of the phone number(s) and TTY/TDD number for STS calls to the County. Any costs or fees related to the transfer of the phone number/phone service to the County shall be borne by the Contractor.

24 <u>Facilities and Other Requirements</u>

a. The Contractor shall adequately provide facility(ies) and furniture for the operation of Services specified under the Contract. The Contractor shall also certify that any existing mechanical and structural infrastructure of the office facility was constructed in accordance to the County and local city Building Code.

b. The Contractor shall have sufficient backup power and utilities to maintain standalone operations for the service hours of the Contract in the event of power failure from a sustained emergency or temporary event.

c. The Contractor shall ensure that any facility lease/rental agreement entered into for the purpose of establishing the Trip Center shall include language granting the County the right of first refusal, in general, the right to lease the facility before an offer is made available to others, with the same terms and conditions as existed between the space provider and the Contractor.

d. The Contractor shall ensure that at least one (1) furnished office space is established for County use within the Trip Center.

e. The Contractor shall have facility(ies) ready for operation at least 30 days prior to the Contract Start Date. The County will inspect the Contractor's facilities to ensure readiness of the facility(ies) to provide Services. The inspection will consist of checking all existing computer network cabling in the facility(ies) of the Contractor, and subcontractors if any. The Contractor shall correct any computer network cabling that is not compliant with the County and local City Building Code, prior to a final inspection and any additional cabling to be installed by the County. After a final inspection, the County may find the Contractor in default of the Contract if the County declares the facility not ready as stipulated. The County's determination that the facility(ies) is ready for operation following a final inspection is a condition of issuance of the Notice to Proceed.

f. If during the term of the Contract, the County acquires facilities for the Contractor's operations, the Contractor shall be required to relocate to such facilities. Relocation costs will be negotiated between the County and Contractor prior to the move. The Contractor's Trip Center facility shall be located in the Miami-Dade County.

25 Record Keeping and Data Collection

The Contractor shall provide the County with the service operation data, reports and information described below. In addition, the Contractor shall assist the County with the collection of service information required by the federal government and conducting periodic surveys of Customers, as well as any other information the County may find necessary to obtain that may not be provided via the County's Computer System. The Contractor shall submit to the County any reports relating to the Contract within twenty-four (24) hours of a written request from the County, unless otherwise specified. All paper documents submitted by the Contractor to the County in an original format must be completed in blue ink to certify as an original document. No changes shall be made to an original document unless made by the originator or the Contractor's Project Manager and change clearly indicated and initialed.

25.1 Required Records

The Contractor shall deliver to the County all records and accounts including property, personnel, and financial records to ensure proper accounting for all Project funds. All records regarding the Contract are considered public records under Florida Statute. The system of accounting for Project funds shall be in accordance with generally accepted accounting principles and practices, consistently applied, and in accordance with any applicable local, Federal, and State laws or regulations.

25.2 Driver's Manifests

Chauffeurs shall receive the daily trip information electronically from the County's Computer System, through the mobile data terminals, and use the mobile data terminal to execute trip functions for data to be transmitted back to the County's Computer System. In the event the trip information is not transferred electronically between the mobile data terminals and the County's Computer System for any reason, such as network outages, the Contractor shall ensure that the County is notified immediately that data cannot be transferred electronically and paper Driver's Manifests will be used for the affected trips. The Contractor shall input into the County's Computer System the actual Chauffeur arrival times for all the affected trips performed. If manual data entry from the Driver's Manifest is used, the Contractor shall verify that the information provided on the Driver's Manifest is correct and take immediate corrective action with Chauffeurs or other personnel that are falsifying on-time reporting information. Excluding a system failure, the Contractor shall provide within 2 business daysof completion, the original, untampered Driver's Manifests. The Contractor shall ensure Drivers have an adequate supply of Driver's Manifests available at the beginning of each shift. Data items which the Contractor shall retain on the Driver's Manifest include, but are not limited to:

List A

i. Trip ID Number
ii. Customer ID Number
iii. Customer's Name
iv. Customer's Trip Origin (Address)
v. Customer's Trip Destination (Address)
vi. Signature of Customer(s), or a designation of Unable-To-Sign (U.T.S.) only the eligible Rider may sign. When Client is unable to sign due to his or her disability, the Driver shall sign "U.T.S." in the signature line and accompany the Driver's Manifest with the appropriate form provided by the County. No third party may sign on behalf of the Client.
vii. Transporting Chauffeur's printed name, signature and Chauffeur's Registration Number (also known as Hack License)
viii. Transporting Vehicle Number
ix. Any unauthorized changes to the Driver's Manifest.

List B

i. Passenger Miles
ii. Scheduled Pick-up Time
iii. Actual Pick-up Time
iv. Actual Drop-off Time
v. Fare Collected or fare media, as required

vi. Companions and/or PCAs transported, as applicable
vii. Trip Status
viii. Fare Zone assigned, if applicable
ix. Actual vehicle odometer reading for each stop point (trip odometer may not be used).

25.3 Customer File and Reservation

a. Any personal data such as address or telephone numbers which needs to be updated in the Customer file shall be immediately communicated to the County by the Contractor's personnel as necessary to reflect current information. The Contractor shall not change Customer eligibility or Customer file data.

b. Reservations data entered by the Contractor into the County's Computer System shall include, but is not limited to, Requested Pick-up Time, Negotiated Pick-up Time, Scheduled Pick-up Time, requested drop off time (if applicable), date of request, Companion, PCA, service animal, mobility aides, trip type, special needs, special instructions, and person placing the request (if other than eligible Customer).

c. The Contractor shall have a documented manual method for accepting and processing reservations and Late Vehicle Assistance available in the event of a Computer System failure. Written procedures detailing the manual method and sample data, logs, in-take forms, and any other utilized documents shall be made available to the County from the Contractor as part of the Training Plan and Training Manuals required in Section 29.5. The data and logs completed from a manual intake occurrence shall be maintained and shall be made available to the County upon request. Any manual intake shall be entered into the Computer System by the Contractor as soon as it becomes available.

d. The Contractor shall maintain the eligible Customer's subscription records with up-to-date information. The Contractor shall review and confirm the accuracy of subscription trips as entered into the Computer System on an as needed basis, but at a minimum of monthly, and as required by the County.

e. The Contractor shall review the accuracy of trip history data entered into the Computer System prior to submitting an invoice to the County and at any other time as required by the County.

f. The Contractor shall provide other data or analysis as needed upon written request of the County.

25.1 Electronic File Requirements

a. The Contractor shall take all reasonable steps to independently review and correct data-entry omissions, errors and/or deficiencies found in the Computer System within County-defined computer access parameters which are available to the Contractor. In addition, the Contractor shall print, review, respond and assist with database correction as identified and required by the County.

b. The Contractor shall provide electronic files as requested by the County, including the Audit and Management Services, Office of Commission Auditors, and Office of Inspector General, and any statistical data relevant to the Services provided through the Contract which may be maintained independent of the Computer System. Such requests will be sent to the Contractor in writing. 30 days prior to the issuance of the Notice to Proceed, the County will provide the Contractor the format and naming convention for all electronic file submissions that complies with the standards of the County's EDMS.

26 County-Furnished Property

a. County-furnished property means all property owned or acquired by or leased to the County and subsequently made available to the Contractor for use under the terms of the Contract. The County may deliver to the Contractor, for use in conjunction with the Contract, County-furnished property, including but not limited to, electronic location devices, radios, computer system, and computer equipment/peripherals together with any related data and information that the Contractor may request and is reasonably required for the intended use of the Service. County-furnished property provided to the Contractor will be formally documented in supplemental usage agreements/permits for record purposes and the Contractor shall use said property only for performing Services in conjunction with the Contract.

b. The County may, by written notice, take-back or substitute County-furnished property. The Contractor shall promptly take such action as the County may direct regarding the removal, acceptance, or disposal of County-furnished property. The County shall have access at all reasonable times to the premises in which any County-furnished property is located for the purpose of inspecting.

c. Title to County furnished property shall remain in the County. The Contractor shall maintain adequate property control records of County-furnished property in accordance with sound business practices.

d. Any property purchased by the Contractor for which the County has previously agreed in writing to reimburse the Contractor will be reimbursed for the property at a direct cost. Title of said property shall pass to and vest in the County.

e. Unless otherwise provided in the Contract, the Contractor, upon receipt of any County-furnished property, assumes the risk of, and shall be responsible for, any loss thereof or damage thereto except for reasonable wear and tear, and except to the extent that such property is consumed in the performance of the Contract or until the equipment is returned to the County.

f. The Contractor shall be responsible for loss or destruction of, or damage to, the County-furnished property provided under the Contract, including expenses incidental, that results from negligence, willful misconduct or lack of good faith

on the part of the Contractor personnel to establish and administer a practice for the control, use, protection, preservation, maintenance, and repair of County-furnished property as required.

g. Upon completion or termination of the Contract, the Contractor shall return all County-furnished property not consumed in the performance of the Contract or not delivered to the County, as may be directed or authorized by the County.

27 **Road Supervisors**

The Contractor shall provide Road Supervisors to monitor trips. Road Supervisors shall monitor, at minimum, the pickup and drop-off times of Customers and develop a subsequent report of the findings, including pickup and drop-off times and the Customer's ID number. The Contractor shall compare these reports to the information in the County's Computer System to verify the monitored trips are valid. The Contractor shall provide to the County the original, untampered reports with the Road Supervisor's original signature upon request.

28. **Required Reports**

The County will utilize its Computer System and the data provided through the Contractor's AVL/GPS, mobile data terminals or comparable technology, and any other available equipment to produce many Program reports. In the event data is not transferred or available through the Contractor's equipment and the County's Computer System, the Contractor shall provide the County and the County's Project Manager with an electronic file, or as specified by the County, of any of the Required Reports as listed herein, any ad-hoc reports, or records upon request. The electronic file shall be in the Adobe Acrobat PDF and Microsoft Excel formats as applicable. The Contractor shall submit any records or reports within two (2) business days relating to the Contract upon written request by the County.

28.1 National Transit Database (NTD) Reporting

The Contractor shall provide the County upon request Annual Reporting Statistics as required by the FTA NTD (formerly known as Section 15 Reporting), as defined in the annual FTA National Transit Database Reporting Manual and FTA Circular 2710.2A (or most recent version), "Sampling Procedures for Obtaining Demand Responsive Bus System Operating Data". The data collected shall consist of selected financial and operating data that generally describe mass transportation characteristics. Supporting documentation shall be submitted to the County if requested in writing. The contractor should obtain initial NTD preparation and annual updates as necessary. Records will need to be retained for three after the grant close-out by the County, if Federal funds are used, or a 5 year minimum after the Contract expiration date if no Federal funds are used. The contractor shall perform annual agreed upon procedures audit as required by the NTD.

28. 2 Capital Cost of Contracting

Funding for Services provided under the Contract may be provided, in part, through a grant from the FTA. Additionally, the County intends to recover an amount equal to 80% of the allowable depreciation on equipment and facilities through federal funding. The FTA Circular 9300.1A entitled "Capital Cost of Contracting", details allowable depreciation expenses. The Contractor shall become familiar with, and comply with Circular 9300.1A in the completion of reporting under the Contract. Additional information, regarding the nature and use of capital equipment, may also be required based on the promulgation of the proposed Code of Federal Regulations rule 49 CFR 639, Capital Leases. The County retains the right to direct changes in the method of accounting used by the Contractor as it specifically relates to the Contract, if necessary, to comply with the provisions of this Section.

28.3 Chauffeur Documentation

The Contractor shall provide accurate monthly listing of all Program Chauffeurs with the type of vehicle each is trained to operate and a copy of each Chauffeur's Florida Driver's License and County Chauffeur's Registration. The list is due for each Chauffeur prior to start of Service and an updated listing of all Chauffeurs is due on the fifth (5th) of each month.

28.4 Proof of Training

The Contractor shall supply the County with proof within five (5) working days of the conclusion of each training session that all personnel to provide Services under the Contract have received all required training prior to the personnel providing Service. Proof is considered documentation signed by the trainer such as a certificate of completion and shall specify the personnel's name, date(s), course title(s), course content, the number of hours of training, and registration number for Chauffeurs. Cumulative training reports, including refresher training reports of the Contractor's personnel, shall be submitted to the County upon request and verified and signed by the Contractor's personnel overseeing the training.

28.5 Automated Call Distributor (ACD) Report

The Contractor shall provide ACD Reports to the County weekly and shall specify hourly statistics for each queue, including the Average Speed of Answer, the Average Hold Time and the Rate of Call Abandoned for each day of operation. The report shall also indicate the hourly average number of agents working on each queue, each day. If the Contractor uses a subcontracted ACD vendor, the Contractor shall provide documentation from its ACD vendor, upon request by the County, specifying ACD Report definitions and explaining calculations used to achieve the Average Speed of Answer and Rate of Calls Abandoned specified in the Contract. The County may require other ACD data that can be produced by the system by advising the Contractor in writing.

28.6 Performance Target and Action Plan Report

Performance Standards as established in Section 18 shall be reviewed and reported by the Contractor on a monthly basis by no later than the 14th of the following month. The report shall include a specific plan of corrective action for each indicator that falls below the Minimum Required Performance Standard.

28.7 Drug and Alcohol Reporting

The Contractor shall provide the County quarterly management reports summarizing test results and annual management information system (MIS) reports of the results of the Contractor's anti-drug and alcohol misuse testing programs performed in compliance with 49 CFR Part 655. Additionally, by the 5th day of each month the Contractor shall provide a list of all Safety Sensitive Personnel to be included in the random testing pool for that month.

28.8 Productivity and Efficiency

The Contractor shall provide the County, upon request, detailed information to review efficiency of multi-loading algorithm, including mileage and trip time by segments.

28.9 Vehicle Revenue Hours

The Contractor shall report its Vehicle Revenue Hours provided on a weekly basis, relative to the weekly invoice. Revenue Hour is the amount of time for one vehicle as measured from the time of arrival at the first pickup of the day to the time of departure from the last destination of the day. Not included as part of revenue hours are lunch breaks, other breaks required by law, pre-trip inspection time, unscheduled/scheduled maintenance periods (breakdowns), accidents or any other event that prevents the vehicle from transporting passengers. Time spent fueling a vehicle, including driving to and from the fueling station, shall also be excluded from revenue hours. Time spent traveling from the drop-off of one Customer to the pickup of the next Customer shall be considered as Vehicle Revenue Hours, even if the vehicle is empty during this period of time. Miles traveled during these Revenue Hours will determine the Revenue Miles.

28.10 Pro-forma Statement

a. The Contractor shall provide an annual pro forma statement. The pro forma statement is due to the County within ninety (90) days from a one-year period from the commencement of Services date for this resultant and each one-year period thereafter, and within thirty (30) days following termination of the Contract.

b. The pro forma shall provide the Contractor's projected revenue, gross income, net income, expenses, and excess or loss for the current year and each remaining contract year. The pro forma shall support the financial offer and capital investment, and outline any changes and developments affecting the Contractor's financial capacity to carry out the Contract and the annual cash flow. The pro forma shall reflect business activity for the Contract only.

28.11 Prepayment Solution Reports

The Contractor shall provide a monthly report to the County to support tracking of all transactions (sales, purchaser name and usage), financial reconciliation and auditing purposes with all prepayment transactions.

29. Manuals and Plans

29.1 Operations Manual

The Contractor shall develop and submit to the County for review and approval an Internal Operations Manual detailing all procedures to be used in the performance of Services and overall compliance with the Contract. The Operations Manual shall include a "Quality Assurance" section describing the specific actions the Contractor will take to ensure that Service performance meets the Service criteria specified in the Contract. The Internal Operations Manual shall be delivered to the County within 30 days after the Contract Award Date and is a condition for issuance of the Notice to Proceed by the County.

29.2 System Safety Program Plans (SSPP)

The Contractor shall provide to the County within thirty (30) days after the Contract Award Date, a System Safety Program Plan (SSPP) and a Safety Certification as required under Florida Statute 341.061(2)(a) and FDOT Rule 14-90 for itself and/or subcontracted carriers, if utilized under the Contract. Submission of the SSPP is a condition for issuance of the Notice to Proceed by the County. By January 15th of each succeeding year for the Contract, the Contractor shall re-certify its SSPP, in accordance with FDOT Rule 14-90, with the County. Services under the Contract will be contingent upon acceptance and approval by the County of the SSPP. The County may require revisions to the SSPP, as required by local, State or Federal requirements. The SSPP of the Contractor shall include the Contractor providing two personnel for participating on the STS Accident Review Committee.

29.3 Disaster Recovery Plan

a. The Contractor shall work with the County in the event of a disaster that causes long-term outages.

b. The County's primary Computer System will be located at the County's Transit central computing facility. The Disaster Recovery Computer System will be located at a secondary County Transit computer facility. In the event of a disaster, the Disaster Recovery Computer System will provide total system functionality at a lower user capacity. The Contractor shall provide in its Disaster Recovery Plan the names of essential staff that will require access to the Disaster Recovery Computer System.

c. The Contractor shall develop and submit to the County for review and approval a Disaster Recovery Plan that provides the exact location of an alternate facility for long term outages caused by fire, flood, or other natural disasters that does not require evacuation and shall include details describing how the Contractor plans on establishing access to the Computer System from its facility(ies) including business office, Trip Center, and vehicle base. The plan shall state the actions to be taken by the Contractor in the event of an emergency to protect County-furnished property, if applicable. The plan shall also provide sufficient detail to ensure that Service to the Customers will not be interrupted including manual procedures to be in place in the event of a Computer System failure. The Disaster Recovery Plan shall be delivered to the County within 30 days after the Contract Award Date and is a condition for issuance of the Notice to Proceed by the County. This plan shall be revised upon any changes in the location of the County's Computer System.

29.4 Hurricane/Emergency Evacuation Plan

The Contractor shall develop and submit to the County for review and approval a Hurricane/Emergency Evacuation Plan detailing procedures to be used in the event of a hurricane, nuclear explosion, civil disturbance, acts of terrorism, or any incident that requires evacuation. The plan shall include provisions for evacuating Customers and non-STS approved persons with medical conditions or disability to a public evacuation center. The plan shall establish directives and responsibilities for ensuring effective coordination and execution of emergency operation before, during, and after the emergency. The Hurricane/Emergency Evacuation Plan shall be provided to the County within 30 days after the Contract Award Date and is a condition for issuance of the Notice to Proceed by the County. The Contractor shall update the plan annually and shall provide the revised version to the County on April 1st.

29.5 Training Plan and Training Manuals

The Contractor shall develop and submit to the County for review and approval a Training Plan including a detailed curriculum, schedule and all Training Manuals to be used for training all Contractor personnel used to provide Services under the Contract. The Training Plan shall include a detailed training curriculum which shall be used to administer the training programs described in Section 21, Training. The Training Plan and Training Manuals shall be delivered to the County for approval by the County within 30 days after the Contract Award Date and is a condition for issuance of the Notice to Proceed by the County.

29.6 Start-up Data Submission To the County:

a. The Contractor shall submit the following data to the County:

i. List of names and responsibilities of the Contractor personnel who will be using the Computer System. This list shall be updated as needed with the most current personnel or upon request by the County. A completed County-furnished application form for each of the users who will require access to the Computer System. This shall be provided at least 30 days prior to the Contract Start Date.

ii. The number of workstations recommended for the provision of Services; this number shall be subject to negotiations and final County approval. Specifications for the personal computers for review and approval by the County. This shall be provided at least 30 days prior to the Contract Start Date.

iii. Information such as Chauffeur details, vehicle information, run availability, and any other information that needs to be input prior to utilizing the Computer System as required under the Contract. The Contractor shall upload the data to the County's Computer System. The Contractor shall start providing Chauffeur information to the County at least 30 days prior to the Contract Start Date.

iv. The names of at least two (2) Intermediate-level computer users, primary and backup, as point of contact for support questions and issues to the County. At any given time, at least one of the intermediate-level computer users should be on staff to provide support. This shall be provided at least 15 days prior to the Contract Start Date.

v. The names of at least two (2) Intermediate-level computer users, primary and backup, as the trainers. This shall be provided at least 60 days prior to the Contract Start Date.

vi. A list of the Contractor personnel that will require access to the Disaster Recovery Computer System. This shall be provided at least 15 days prior to the Contract Start Date.

vii. Provide a list of static IP addresses assigned to the Mobile Data Terminals or comparable technology at least 15 days prior to the Contract Start Date.

30 Fares and Accounting

30.1 The Contractor shall ensure that all chauffeurs providing Services under the contract record payments made by cash or prepayment solution, as applicable (See Section 30.5, Prepayment Solution) into the Mobile Data Terminal or comparable technology.

30.2 For trips where the Customer is required to pay a fare, the amount of the fare shall be shown on the Mobile Data Terminal or comparable technology, or paper Driver's Manifest if the mobile data terminals or comparable technology are not operational. The Chauffeur shall obtain payment of fare from the Customer and any Companions accompanying the Customer excluding Personal Care Attendants. The Contractor shall be solely liable for mishandled or missing fares that are collected in cash. The Contractor shall not invoice the County for the trip taken by the Companion. The fare collected from the Companion will be retained by the Contractor.

30.3 The Contractor shall provide the County with reports and records upon request, of the daily operations including an account of fares collected.

30.4 The County shall deduct the total trip fare from the total invoice even if the Contractor fails to collect the required fare.

30.5 Prepayment Solution:

30.5.1 The Contractor shall provide a fare prepayment solution that facilitates the prepayment of trips in advance for clients and service centers by accepting the following payment methods:

Cash
Check/e-check
Credit card (Payment Card Industry standard compliant: See PCI Data Security Requirements below)

30.5.2 Prepaid trips shall not expire. The prepayment solution must include the ability to generate reports for tracking all transactions, financial reconciliation and auditing purposes.

30.5.3 PCI Data Security Requirements

30.5.3.1 The Contractor with access to payment card cardholder data must adhere to the Payment Card Industry (PCI) Data Security requirements. The Contractor agrees that is solely responsible for security of cardholder data in their possession. The Contractor agrees that data can ONLY be used for assisting the County in completing a transaction, supporting a loyalty program, supporting the County, providing fraud control services, or for other uses specifically required by law.

30.5.3.2 The Contractor agrees to provide business continuity in the event of a major disruption, disaster or failure.

30.5.3.3 The Contractor will contact the County's Chief Security Officer immediately to advise them of any breaches in security where card data has been compromised. In the event of a security intrusion, the Contractor agrees the Payment Card Industry representative, or a Payment Card Industry approved third party, will be provided with full cooperation and access to conduct a thorough security review. The review will validate compliance with the Payment Card Industry Data Security Standard for protecting cardholder data.

30.5.3.4 The Contractor agrees to properly dispose sensitive cardholder data when no longer needed. The Contractor will continue to treat cardholder data as confidential upon contract termination.

30.5.3.5 The Contractor will provide the County's PCI Compliance Officer documentation showing PCI Data Security certification has been achieved.

30.5.3.6 The Contractor will advise the County's PCI Compliance Officer of all failures to comply with the PCI Data Security Requirements. Failures include, but are not limited to system scans and self-assessment.

30.6 <u>Trips Not Provided</u>

a. The Contractor shall ensure that trips which are not provided for any reason, such as No-Shows or Missed Trips, are not invoiced or paid for by the County.

b. The Contractor shall ensure Drivers report items left by Customers to the Contractor. The Contractor shall log, be responsible for securing the item, and attempt to locate the Customer. Once located, the Contractor shall arrange to have the item returned to the Customer on the Customer's next service day. If the Customer does not have a scheduled ride within the next seven days, the Contractor shall arrange to have the item returned to the Customer within seven days of the Customer being located. The Contractor shall return medicines, and any other specified item directed in writing by the County, to the Customer within 48 hours of the Customer being located. If the Contractor cannot locate the Customer, the Contractor shall store the item for at least 30 days. In the event the

Customer is not located in 30 days, the item shall become property of the Contractor. The County will not reimburse for the trips performed by the Contractor for returning lost articles to Customers, except as directed by the County in writing.

31. Changes

The County may, at any time during the progress of Work, increase or decrease the quantities of Work to be performed under the Contract and make alterations in the details of the Work within the general scope of the Services. Such increase, decrease or alteration shall not invalidate the Contract and the Contractor shall accept the Work as altered, the same as if it had been a part of the original Contract. Such changes and alterations will be authorized in writing by the County. Payment of increased and decreased quantities of Work will be made in accordance with the established pricing.

32. Emergency Operation including Hurricanes and Civil Unrest

In the event of any natural disaster, such as hurricanes, floods, acts of terrorism, or other acts of nature or civil disturbances, the County will notify the Contractor if and when to suspend scheduled Service for the duration of such emergency. The County and the Contractor shall promptly agree upon the actions to be taken so as to minimize Customer inconvenience and costs of such disruption to the County. Service will be restored as directed by the County in conjunction with the restoration of MDT service.
The Contractor shall make available to the County all vehicles, Chauffeurs and supervisory resources for emergency evacuation purposes per notification by the County. The Contractor shall structure work rules in order to ensure that employees report to work, or in the event that they are already at work, continue to perform their duties for emergency related operations as directed by the County.
The payment terms to compensate to the Contractor for expenses incurred during the emergency, in excess of the normal expense of operating, may be negotiated between the County and the Contractor.

33. Emergency Calls

The Contractor shall ensure that all in-service emergency calls are referred to the police, "911" or an ambulance, as necessary. In such cases the Contractor shall immediately notify the County.

34. Accidents and Incidents

In addition to emergency and police notifications, the Contractor shall ensure that all accidents and incidents are promptly reported to the County and subsequently that adequate and appropriate documentation of investigation, using National Safety Council definitions, be furnished to the County within three (3) calendar days. Accidents and incidents shall include any unusual or extraordinary event that causes disruption of Services which occurs while a vehicle/Chauffeur is in Service that may or may not include intervention of the County, the Contractor, and/or other governmental agencies, Fire Rescue, and Police. Initial notification of accidents or incidents shall be reported on a form approved by the County within twenty-four (24) hours of occurrence. Any accident involving major damage, serious personal injury, or loss of life shall be reported to the County within one (1) hour of occurrence. Records shall be kept for five

(5) years for each accident a vehicle is involved in, including the repair work required to return the vehicle to Service.

35. **Certification of Performance of Safety-Sensitive Functions**

The attached certificate entitled "Certification of Performance of Safety-Sensitive Functions", Exhibit FED-DA1, shall be completed, signed and notarized prior to contract award. A Policy Statement, in compliance with 49 CFR Part 655 - Prevention of Alcohol and Prohibited Drug Misuse in Transit Operations, shall be submitted to the County within 30 days after the Contract Award Date is a condition for issuance of the Notice to Proceed by the County. Failure to comply with these regulations may result in contract termination or suspension of business activity conducted with the County until compliance is evident.

36. **Trip Verification and Quality of Service Monitoring**

The Contractor shall ensure that safety regulations are strictly abided by and not compromised and that customers are treated with respect and sensitivity to their special needs, and that the County is only charged for trips that were actually performed. The County will conduct audits to verify trips each month. The method of trip verification shall be statistically valid and monitoring shall include electronic monitoring, telephone calls to Customers or service centers, regular and unannounced reviews and inspections. The mobile data terminal along with its AVL/GPS record shall be the official documentation for trip data.

37. **Notice to Proceed**

The County will provide a written notice to the Contractor, as a Notice to Proceed, specifying the date on which the Contractor shall start providing Services (Contract Start Date). Issuance of the Notice to Proceed will be contingent on:

i. Purchase and delivery of Hybrid cards as per Section 14.7.

ii. Successful completion of testing phase as per Section 14.8

iii. The County's confirmation that the Contractor's vehicles are ready and fully operational with AVL/GPS equipment, Mobile Data Terminals, and Long Range RFID Reader per Section 14.10.

iv. The County's determination that the Contractor's facility(ies) is ready for operation per Section 26.

v. The County's receipt and approval of the Contractor's Internal Operations Manual per Section 29.1.

vi. The County's receipt and approval of the Contractor's SSPP per Section 29.2.

vii. The County's receipt and approval of the Contractor's Disaster Recovery Plan per Section 29.3.

viii. The County's receipt and approval of the Contractor's Hurricane/Emergency Evacuation Plan per Section 29.4.

ix. The County's receipt and approval of the Contractor's Training Plan and Training Manuals per Section 29.5.

x. The County's receipt and approval of the Contractor's Computer System Implementation and Information Plan per Section 29.6.

xi. The County's receipt and approval of the Contractor's Policy Statement per Section 35, Certification of Performance of Safety-Sensitive Functions.

38. Post-Delivery Audit

a. If the Contractor purchases rolling stock for the Contract, it shall ensure that the County is given proper notification of any associated purchases so that a Post-Delivery audit is completed by the County before title to the rolling stock is transferred to the Contractor or before rolling stock can be placed into any type of service.

b. The Contractor shall comply with the Buy America Post-Delivery audit requirements, in accordance with 49 C.F.R. Part 661 and 49 C.F.R. Part 663. The Post-Delivery audit, in the case of rolling stock, requires the County to complete the following three (3) certifications based upon actual components used: 1) the Buy America Certification, 2) the Purchaser's Requirements Certification, and 3) the Federal Motor Vehicle Safety Standards (FMVSS) Certification.

39. Options

The Contractor shall provide the following equipment/technology as options to be exercised by the County at any time during the term of the Contract and any option-to-renew or extension thereof:

39.1 Real-Time Digital Video Surveillance System: A mobile digital video surveillance system shall be provided and installed by the Contractor. The surveillance system shall include the digital video recorder (DVR), cameras and housings, cables and wires and all ancillary equipment required for a complete and fully functional system as described in this specification. The digital video surveillance system requirements are as follows:

39.1.1 Functional Requirements: The system shall be designed as a vehicular-based (mobile) digital video image and audio capture, storage, retrieval and transmission system. At a minimum, the Digital Video Recorder, hereafter referred to as the DVR shall support the following technical requirements:

a. The DVR shall have the capability of storing a minimum of 30 days of captured data based on the following required criteria:

i. The DVR shall support the discrete recording and playback of video from a minimum of 4 analog cameras.

ii. The DVR shall record video from at least one digital (1.5 M Pixel) camera.

iii. The DVR shall support a minimum of 1 audio input.

iv. The DVR shall actively record all camera video, audio and GPS location and time information (hereafter referred to as media information) for a minimum of 14 hours per day.

v. GPS data shall be embedded with all recorded information.

vi. The DVR shall be powered on and actively recording 7 days per week for 52 weeks within a calendar year for the number of hours specified in iv above.

vii. Each camera shall be recorded at a minimum recording rate of 15 pictures per second with all cameras being simultaneously recorded.

viii. Each analog camera shall be recorded at a resolution of 352 × 240 pixels (1 CIF) or greater.

ix. The recording function shall be simultaneous and synchronous for the number of cameras and audio inputs specified in i, ii and iii respectively.

x. The playback function shall be simultaneous and synchronous for the number of cameras and audio inputs specified in i, ii and iii respectively.

xi. Each analog camera input shall support a 1 V peak-to-peak composite analog video signal when delivered into an impedance of 75 ohms.

xii. The recording system shall be compatible with the North American NTSC television standard used with on board vehicle cameras.

b. The DVR shall be capable of recording all analog cameras at a resolution of 704 × 480 pixels (4 CIF) or greater.

c. The DVR shall be J1455 rated for shock and vibration resistance.

d. The chassis shall provide Electro-Magnetic Interference protection from all externally generated magnetic fields.

e. The DVR shall have a modular, docking-station chassis to facilitate easy removal and installation of the DVR or DVR storage media (Hard Drive).

f. The DVR power system shall be an auto-sensing when used with either a +12 or +24 VDC supply and have an internal back-up battery capable of supporting a minimum of 15 minutes of recording in the event of the loss of vehicle power. It shall be also be self-regulating and internally protected from all anomalous power conditions (voltage surge, spike, and similar anomalous events).

g. The recording rate is to be configurable. The system shall support a recording rate up to 30 pps per camera when recording at resolution of 4 CIF (for analog cameras).

h. The main storage media (Hard Drive, etc.) shall be housed in a locking removable housing to facilitate ease of video retrieval as required. The housing shall meet IP54 and J1455 requirements.

i. The DVR shall begin image capture at the start-up of the vehicle.

j. The DVR shall continue to function for up to 10 minutes after the ignition has been turned off. This feature shall be user-selectable.

k. All recorded media information shall be time stamped and indicate vehicle GPS location and speed.

l. System real-time clock updates shall be derived from an on-board GPS stream.

m. Time/date formatting shall be user selectable.

n. Camera titling (e.g. Camera 1 – Forward Facing) shall be capable of being defined with a minimum of 40 characters.

o. The DVR shall recognize when the available storage capacity is full and automatically begin to overwrite the oldest recorded media information.

p. DVR configuration changes and updates shall be accomplished via a User Interface.

q. Prevention of unauthorized System configuration changes is required.

r. Logical user security shall be supported to ensure that only authorized access to the DVR is possible.

s. All access attempts shall be logged and made available for audit inspections.

t. Media authentication shall be supported to ensure that media integrity is easily verifiable.

39.1.2 Networking Requirements: The system shall meet the following networking requirements:

39.1.2.1 General Requirements for all Wired/Wireless Data connections:

a. Configuration must support IP version 4 (IPv4) [RFC-791].
b. All standard Network configurable parameters must be available including IP address, Default Gateway and Network Mask.
c. The DVR's Wireless functionality shall support vehicle fleet management. All equipped vehicles shall have the capability of remote, real-time video monitoring, automated video, audio and GPS information retrieval.
d. The Wireless System shall support automatic system diagnostics and scheduled software configuration and programming updates or changes.
e. The system should support and use SNMP v1, v2c and secure SNMP v3
f. RFC Support Recommended:

- RFC 791(IP) ; RFC 792(ICMP); RFC 793(TCP); RFC 783(TFTP); RFC 826(ARP) ; RFC 768 (UDP) ; RFC 854 (TELNET); RFC 951 (BOOTP); RFC 3376 (IGMPv3); RFC 2236 (IGMPv2); RFC 1112(IGMPv1);RFC 894(IP over Ethernet); RFC 2674 (Q-MIB); RFC 2030 (Simple NTP); RFC 1213 (MIB-

II);RFC 1157 (SNMP); RFC 2570 (SNMPv3); RFC 2571 (SNMP Frameworks); RFC 2572 (SNMP Message Processing); RFV 2573 (SNMPv3 Applications); RFC 2574 (SNMPV3 USM); RFC 2574 (SNMPv3 VACM); RFC 2576 (SNMPv3)

g. Optional but recommended RFC Support:
   - RFC 1945(HTTP V1.0); RFC 2138(RADIUS);RFC2133 (IPv6-Basic.Sockets); RFC2292(IPv6-Adv. Sockets)

39.1.2.2 Wired Support: At least (1) RJ45 port -100BaseTX, IEEE 802.3 10BaseT standard shall be provided to be used for direct data download from the DVR or interfacing to external Ethernet network. The port shall be compliant with:

a. IEEE 802.3 10BASE-T (ISO/IEC 8802.3, Clause 14)
b. IEEE 802.3u 100BASE-TX (ISO/IEC 8802-3, Clause 25)
c. IEEE 802.Eu Auto negotiation on Twisted Pair (ISO/IEC 8802-3, Clause 28)
d. All connections must adhere to IP-65.

39.1.2.3 Wireless Support:

a. The DVR system shall support MPEG4 file compression format that enables the most efficient video extraction over a wireless network.

b. The DVR system shall provide for an automated wireless download of select video either operator requested or alarm triggered to a video area for later review.

c. The Wireless Network function shall support real-time access to stored media information.

d. System updates, configuration changes and software changes to the DVR shall be supported over the Wireless link.

e. The Wireless Portion of the DVR System shall be capable of being used in both an 802.11b, 802.11g, and 802.11n environment, as exists at the user's facilities and shall support the following encryption schemes: WPA with AES and TKIP encryption, WPA Enterprise with EAP authentication, and WPA2.

f. The wireless installation shall include an external ruggedized diversity antenna. Antenna gain shall be 6 dbi or greater. Cabling from antenna location shall have a total loss of less than 1 dbi. Antenna dimensions shall adhere to the following specifications: Height - 6 inches maximum. Width: 2 inches maximum, Length: 8 inches maximum. The antenna shall be installed to manufacturer's specifications. The antenna shall be easily replaceable. The antenna shall use a standard TNC cable connector.

g. The antenna shall meet the following ratings: IP 67 compliant.

h. Antenna shall be rated for use with a 2.4 GHz, 4.9 GHz and, EDGE Class 12 Networks.

i. LTE support is also required

39.1.2.4 External Cellular Support: The DVR shall also provide for use of an external cellular modem if required of the highest data speed available in the main coverage area. The same requirements with regards to Wireless data download and system configuration changes apply to the Cellular link. This applies also to the battery backup to provide for at least 15 minutes of run time after the vehicle is turned off.

39.1.2.5 Environmental Specs:

(A) Operating and storage temperatures: -10 to +60 °C / (-15 to +140 °F)

(B) Humidity
i. 95% RH non-condensing
ii. SAE J1455 4.2
iii. MIL 202G 103B and 106G
iv. MIL 810F 507.4

(C) Vibration
i. SAE J1455 4.9
ii. MIL 202G 214
iii. MIL 810F 514.5
iv. Shock SAE J1455 4.10.3.2 and 4.10.3.4
v. MIL 202G 213B
vi. MIL 810F 516.5

(D) ESD: +/- 4 kV contact

39.1.3 Alarm Management

a. All internal system and external input alarm events shall be logged and recorded.
b. The system shall support SMTP for alarm notification via e-mail to selected, configurable e-mail addresses.
c. Internal system alarms
d. An alarm shall be generated and recorded for any event that impacts or reduces the functionality of the DVR.
e. Internal system alarm events shall include all software, configuration or hardware faults
f. Video signal loss detection configurable for each camera shall be provided.
g. The DVR shall be capable of providing internal system alarming information via the J. 1939 interface.
h. Inputs from external alarms
i. The DVR shall allow for six alarm inputs, which can be defined as either triggers or alarms.
j. On the occurrence of an external alarm the DVR shall enhance the recording quality of the video and enable automated wireless retrieval of all tagged alarm events.
k. The system shall include a compatible dual axes (X, Y Plane) impact sensor. An alarm is to be generated and recorded whenever the impact sensor is triggered for any reason.

39.1.4 Central Viewing / Fleet Management Application: Fleet management application software shall support the following capabilities.

a. Retrieve and view images and media information files
b. Schedule automated retrieval of video, audio and GPS data
c. Enhance recovered images
d. DVR recording shall not be inhibited during the retrieval and/or viewing process.
e. Transfer retrieved images to any fixed or removable storage media from the Viewing station (CD-R, DVD+/- R, SAN, etc.)
f. The user shall be able to play back images smoothly at normal or fast speeds, and in forward or reverse modes, without distortion.
g. The applications shall provide full media search capabilities for archiving, restoring and playback operations, including but not limited to:
    i. Start/stop time filters
    ii. Start/stop date filters
    iii. Alarm occurrences
    iv. Camera identifier

39.1.5 Camera Specifications

a. Each camera shall be housed in a tamper-resistant, IP67 compliant surface or flush mounted die-cast aluminum housing.
b. All cameras shall meet the following requirements for a Wide Dynamic Range Camera:
c. 520 lines or more of horizontal resolution (Analog cameras)
d. Have a dynamic range that exceeds 110db.
e. Provide accurate color registration and reproduction under varying lighting conditions including bright, high contrast conditions.
f. The cameras shall be available with the following lens options:
    -2.9 mm
    -4.0 mm
    -6.0 mm

g. Camera placements, types and lens options shall be determined depending on the requirements of the vehicle in which the DVR is to be installed.

39.2 Incident Based Vehicle Video Technology

As an option to be exercised at the County's discretion, the Contractor shall implement a technology on all participating vehicles of the resultant contract that will enhance fleet safety and improves driving performance/behavior. The proposed solution shall facilitate an in-vehicle video (front facing and interior cab facing) technology that will capture incidents triggered by excessive acceleration, excessive braking, excessive idling, excessive speed, sudden changes in direction and door open indicators. The solution shall also provide the driver real-time in-vehicle feedback of triggered incidents. The proposed solution shall facilitate video analysis of incidents and notification of incidents requiring further review. In addition, the solution shall facilitate comprehensive dashboard reporting on trending of poor driving patterns and comparisons of drivers.

39.3 Riders' Picture Identification Integration

a. The proposed solution shall integrate with the County's system to display the most updated picture of the rider when the RFID card is detected by the RFID Reader.

Should the EPI service be unavailable, the proposed solution shall continue to operate without the photograph functionality. Once the system becomes available, the photograph functionality shall be automatically restored.

b. EPI Suite version 6.0.016 is currently used to manage and issue Special Transportation Services rider identification cards. All card related data resides on a SQL Server 2008 database with a reference to the fileserver location and filename of the corresponding rider photograph. All photographs are stored in JPEG format.

39.4 Multilingual capabilities of Mobile Data Terminals or comparable technology

The Mobile Data Terminals or comparable technology shall have the ability to display menus and system messages in three (English, Spanish, and Creole) languages.

40. QUALITY ASSURANCE PROGRAM

A. The Contractor shall utilize an approved quality assurance program to oversee the work of the Contract and to ensure delivery of all final products, including systems, subsystems, and components that satisfy the quality requirements of the Contract Documents. The provisions of the Contractor's quality assurance program shall be imposed on the Contractor's organization and on all sub-contractors and suppliers.

B. The Contractor's Quality Assurance Plan shall, at minimum, adhere to and contain the fifteen (15) elements identified in the FTA Quality Assurance/Quality Control (QA/QC) Guidelines (FTA-IT-90-5001-02.1), latest version. The QAP, as a minimum, shall include the following FTA QA/QC Guidelines fifteen (15) elements:

(1) Management responsibility.
(2) Documented quality system.
(3) Design control.
(4) Document control.
(5) Purchasing.
(6) Product identification and traceability.
(7) Process control.
(8) Inspection and testing.
(9) Inspection, measuring, and test equipment.
(10) Inspection and test status.
(11) Non-conformance.
(12) Corrective/Preventive action.
(13) Quality records.
(14) Quality audits.
(15) Training.

C. For all software applications, the Contractor and all Subcontractors shall provide a software quality assurance plan in accordance with IEEE 730- latest version, for MDC review and approval.

D. Organization

i. The Contractor's QA/QC organization shall be clearly defined. The QA/QC personnel shall have well-defined responsibilities and sufficient organizational freedom to permit the following:

a. Identification and evaluation of quality problems
b. Recommendations or initiation of solutions to quality problems
c. Verification that such solutions have been implemented
d. Control of further processing, delivery, or installation of nonconforming or deficient items, until disposition instructions have been obtained

ii. The Contractor shall designate a Quality Assurance Representative (QAR) experienced in the quality requirements of the Contract. The QAR shall be a Quality Assurance Professional knowledgeable on the requirements set forth in the FTA Quality Assurance/Quality Control (QA/QC) Guidelines (FTA-IT-90-5001-02.1), latest version. The QAR shall be given sufficient authority to ensure that the quality is consistently maintained. The Contractor shall provide the organizational chart and resume of the QAR for review and approval as part of the QAP. The QAR shall not be replaced by the Contractor without prior approval of MDT.

iii. MDC may audit the Contractor, or any Subcontractor, at any time during the term of the Contract. MDC may perform quality assurance functions, including audits, inspections, test witnessing, etc., during the life of the Contract. These functions may be performed independently and in addition to the Contractor's activities. These activities will help to ensure that the Contractor is performing the quality assurance functions as defined and agreed to by MDC and verify that all services and products delivered to MDC conform to the requirements of the Contract Documents. The QA activities of MDC shall in any way lessen, negate, or replace the quality assurance responsibilities of the Contractor.

ATTACHMENT F

FEDERAL TRANSIT ADMINISTRATION AFFIDAVITS

ATTACHMENT F

EXHIBIT FED-DB-1

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION (LOWER TIER COVERED TRANSACTION)

The prospective Lower Tier Participant certifies, by submission of this bid or proposal, that neither it nor its "principals" as defined at 49 C.F.R. 29.105(p) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

If the prospective Lower Tier Participant is unable to certify to the statement above, it shall attach an explanation, and indicate it has done so, by placing an "X" in the following space: _____.

THE BIDDER OR OFFEROR, Super Nice STS, Inc. d/b/a Transportation America, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THIS CERTIFICATION AND EXPLANATION, IF ANY.

IN ADDITION, THE LOWER-TIER BIDDER OR OFFEROR UNDERSTANDS AND AGREES THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. APPLY TO THIS CERTIFICATION AND EXPLANATION, IF ANY.

_____ Signature of Participant's Authorized Official

Raymond Gonzalez CEO Name and Title of Participant's Authorized Official

December 12, 2011 Date

EXHIBIT FED-LB1

LOBBYING CERTIFICATION

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The Contractor certifies, to the best of its knowledge and belief that:

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by Government wide Guidance for New Restrictions on Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed Reg 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements), and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.
[Note: Pursuant to 31 U.S.C. 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure or failure.]

The Contractor, Super Nice STS, Inc. d/b/a Transportation America, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. 3801 et seq. apply to this certification and disclosure, if any.

_____ Signature of Contractor's Authorized Official

Raymond Gonzalez CEO _____ Name and Title of Contractors Authorized Official

December 12, 2011 _____ Date

EXHIBIT FED-BY2

BUY AMERICA
CERTIFICATE OF COMPLIANCE OR NON-COMPLIANCE

The Buy America requirements apply to the following types of contracts: Construction Contracts and Acquisition of Goods or Rolling Stock (valued at more than $100,000).

If the bidder does not submit a signed certification with the bid, submits the wrong certification of compliance, that bid is non-responsive and cannot be considered.

☐ Certification requirement for procurement of steel, iron, or manufactured products. Certificate of Compliance with 49 U.S.C. 5323(j)(1). The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 CFR Part 661.5.

☑ Certification requirement for procurement of buses, other rolling stock and associated equipment. Certificate of Compliance with 49 U.S.C. 5323(j)(2)(C). The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and the regulations at 49 C.F.R. Part 661.11.

☐ Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1). The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1) or 49 U.S.C. 5323(j)(2)(C), and 49 C.F.R. 661.5 or 49 C.F.R. Part 661.11, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Date December 12, 2011

Signature

Company Name Super Nice STS, Inc. d/b/a Transportation America

Title CEO

EXHIBIT FED-DA1

CERTIFICATION OF PERFORMANCE OF SAFETY-SENSITIVE FUNCTIONS

I, Raymond Gonzalez (Print Name), CEO (Title),

representing Super Nice STS, Inc. d/b/a Transportation America (Name of Company), certify that, based on

the definitions in 49 CFR part 655 safety-sensitive functions are to be performed for Miami-Dade Transit by

Global MRO (Name of Company) under Purchase Order or Contract Number

RFP 800 (Bid No.) entitled SPECIAL TRANSPORTATION SERVICES (Bid Title),

I further certify that by December,12 (Date) 20 11, SPECIAL TRANSPORTATION SERVICES (Name of Company)

will be in compliance with 49 CFR part 655- Prevention of Alcohol and Prohibited Drug Misuse in Transit Operations. I understand that this will require that my company establish and maintain a comprehensive drug and alcohol program in accordance with each section of 49 CFR parts 655 and CFR 40.

ACKNOWLEDGMENT

Representative's Signature

EXHIBIT FED-DA1

CERTIFICATION OF PERFORMANCE OF SAFETY-SENSITIVE FUNCTIONS

I, Joanne Urquiola (Print Name), President (Title),

representing iTransport Services Inc (Name of Company), certify that, based on

the definitions in 49 CFR part 655 safety-sensitive functions are to be performed for Miami-Dade Transit by

Health Care Center of Miami (Name of Company) under Purchase Order or Contract Number

RFP 800 (Bid No.) entitled SPECIAL TRANSPORTATION SERVICES (Bid Title).

I further certify that by November 25 (Date) 2011, iTransport Services Inc (Name of Company)

will be in compliance with 49 CFR part 655- Prevention of Alcohol and Prohibited Drug Misuse in Transit Operations. I understand that this will require that my company establish and maintain a comprehensive drug and alcohol program in accordance with each section of 49 CFR parts 655 and CFR 40.

ACKNOWLEDGMENT

Representative's Signature

EXHIBIT FED-DA1

CERTIFICATION OF PERFORMANCE OF SAFETY-SENSITIVE FUNCTIONS

I, Aleida Cobo (Print Name), President (Title),

representing MINORITY MOBILE SYSTEM, INC. (Name of Company), certify that, based on

the definitions in 49 CFR part 655 safety-sensitive functions are to be performed for Miami-Dade Transit by

Health Care Center of Miami (Name of Company) under Purchase Order or Contract Number

RFP 800 (Bid No.) entitled Special Transportation Services (Bid Title).

I further certify that by November 24 (Date) 2011, MINORITY MOBILE SYSTEM, INC. (Name of Company)

will be in compliance with 49 CFR part 655- Prevention of Alcohol and Prohibited Drug Misuse in Transit Operations. I understand that this will require that my company establish and maintain a comprehensive drug and alcohol program in accordance with each section of 49 CFR parts 655 and CFR 40.

ACKNOWLEDGMENT

Representative's Signature

INFORMATION FOR MDT BIDDERS LIST

Bid Description: SPECIAL TRANSPORTATION SERVICES

Bid No.: RFP 800 SIC: 4700, 4798, 485990

Instructions to Bidders: Prime must complete a form for itself and must provide a form for each firm which was contacted as a potential subcontractor. An authorized representative of each firm must complete and sign this affidavit.

BIDDER INFORMATION:

Firm Name: Super Nice STS, Inc. d/b/a Transportation America F.E.I.D. 32-0127752

Street Address: 2766 NW 62nd ST Suite No.: ____

City: Miami State: Florida Zip Code: 33147

Submitted as Prime Bidder?: Yes X No ____ If No, enter name of Prime: ____

Year Firm Founded: 2004 Annual Gross Receipts of Firm: $15,253,135.00

Phone No.: 305-264-7111 FAX No.: 305-265-3303 Email: znaiditch@transportationamerica.com

DBE INFORMATION

Certified in Dade County as DBE?: Yes ____ (No) If Yes, enter expiration date: ___/___/___

Ethnicity (Circle one): Black (Hispanic) Native American Asian-Pacific American Subcontinent Asian American Other: ____

Gender: Male ✓ Female ____ DBE Commitment by Prime: 12 %

AFFIDAVIT

I affirm that the information submitted is correct to the best of my knowledge.

Signature	Raymond Gonzalez Name printed or typed	CEO Title	12/12/11 Date

For MDT use only: Was the subject bid awarded to this prime? Yes ____ No ____
DBE Goal? Yes ____ No ____ DBE Goal Percent ____ %

INFORMATION FOR MDT BIDDERS LIST

Bid Description: SPECIAL TRANSPORTATION SERVICES

Bid No.: RFP 800 SIC: 4700, 4798, 485990

Instructions to Bidders: Prime must complete a form for itself and must provide a form for each firm which was contacted as a potential subcontractor. An authorized representative of each firm must complete and sign this affidavit.

BIDDER INFORMATION:

Firm Name: MINORITY MOBILE SYSTEM, INC F.E.I.D. 65-0660297

Street Address: 708 SOUTH DIXIE HIGHWAY Suite No.: 200

City: Coral Gables State: Florida Zip Code: 33146

Submitted as Prime Bidder?: Yes ____ No x If No, enter name of Prime: Super Nice STS Inc DBA Transportation America

Year Firm Founded: 1996 Annual Gross Receipts of Firm: $ $7,039,948.49

Phone No.: 305-669-4590 FAX No.: 305-669-4679 Email: MMSALE@AOL.COM

DBE INFORMATION

Certified in Dade County as DBE?: Yes ____ (No) If Yes, enter expiration date: ___/___/___

Ethnicity (Circle one): Black (Hispanic) Native American Asian-Pacific American Subcontinent Asian American Other: _____

Gender: Male ____ Female x DBE Commitment by Prime: 12 %

AFFIDAVIT

I affirm that the information submitted is correct to the best of my knowledge.

Signature	Aleida Cobo Name printed or typed	President Title	11/25/11 Date

For MDT use only: Was the subject bid awarded to this prime? Yes ____ No ____
DBE Goal? Yes ____ No ____ DBE Goal Percent ____ %

INFORMATION FOR MDT BIDDERS LIST

Bid Description: SPECIAL TRANSPORTATION SERVICES

Bid No.: RFP 800 SIC: 4700, 4798, 485990

Instructions to Bidders: Prime must complete a form for itself and must provide a form for each firm which was contacted as a potential subcontractor. An authorized representative of each firm must complete and sign this affidavit.

BIDDER INFORMATION:

Firm Name: iTransport Services F.E.I.D. 27-3285908

Street Address: 708 SOUTH DIXIE HIGHWAY Suite No.: 100

City: Coral Gables State: Florida Zip Code: 33146

Submitted as Prime Bidder?: Yes ____ No x If No, enter name of Prime: Super Nice STS Inc DBA Transportation America

Year Firm Founded: 1996 Annual Gross Receipts of Firm: $ $397,135.07

Phone No.: 305-662-6797 FAX No.: 305-669-4679 Email: joanne@itransportservices.com

DBE INFORMATION

Certified in Dade County as DBE?: Yes x No If Yes, enter expiration date: ___/___/___

Ethnicity (Circle one): Black Hispanic Native American Asian-Pacific American Subcontinent Asian American Other: _____

Gender: Male ____ Female x DBE Commitment by Prime: 12 %

AFFIDAVIT

I affirm that the information submitted is correct to the best of my knowledge.

Signature Joanne Urquiola Name printed or typed President Title 11/25/11 Date

For MDT use only: Was the subject bid awarded to this prime? Yes ____ No ____
DBE Goal? Yes ____ No ____ DBE Goal Percent ____ %

2. Forms (DBE Forms)

Certification of Assurance Form

DBE Contractor Identification Statement

iTransport DBE Certification Letter

Prime and Sub-contractors Information Form (Transportation America, Minority Mobile System, Inc., and iTransport Services, Inc.)

DBE Affidavit of No Change

Schedule of Participation

Letter of Intent from DBE Subcontractor, Supplier and/or Consultant

Subcontractors Monthly Progress Report

Proof of Registration with DBE Tracking Software (Transportation America, Minority Mobile System, Inc., and iTransport Services, Inc.)

MIAMI-DADE COUNTY

MIAMI-DADE TRANSIT

REQUEST FOR PROPOSALS

SPECIAL TRANSPORTATION SERVICES

RFP800

CERTIFICATION OF ASSURANCE FORM

The undersigned hereby gives assurance to Miami-Dade County of having identified certified Disadvantaged Business Enterprise firm(s) to achieve the Stated Goal, as follows:

1. Procurement Services (Purchase of materials, supplies, equipment, etc.) _____ percent

2. Other Transportation Support Service, Special Needs Transportation, All Other Support Services 12 percent

Authorized Signature

RaymondGonzalez
Name

CEO
Title

December 12, 2011
Date

DBE CONTRACTOR IDENTIFICATION STATEMENT

1) Name of DBE Contractor iTransport Services, Inc.

2) Year business established 2010

3) Address and telephone number 708 S. Dixie Highway, Suite 100

Coral Gables, FL 33146 (305) 662-6797

4) DBE Type: Women X Black ____ Hispanic X Other (specify) ____

All DBEs must show ownership percentage by gender-- Male ____ % Female 100 %

5) Name of principal officer Joanne R. Urquiola

6) Principal type of work Special Transportation Services

7) Name of persons involved in management of firm and positions held:

	NAME	RACE	SEX	POSITION/TITLE
A.	Joanne R. Urquiola	Hispanic	F	President/CEO
B.	Luz de Maria Paz	Hispanic	F	Administrative Manager
C.	Jose Gonzalez	Hispanic	M	Operations Manager
D.	Agustin Irusta	Hispanic	M	Compliance
E.				

If additional space is needed, please use another sheet.

8) For a Corporation or Professional Association (PA): Identify those who own five percent or more of the firm's stock or five percent or more share of a Professional Association.

	NAME	RACE	SEX	OWNERSHIP PERCENTAGE	YEARS OF OWNERSHIP	VOTING PERCENTAGE
A.	Joanne R. Urquiola	Hispanic	F	100%	since 2010	100%
B.						
C.						
D.						

If additional space is needed, please use another sheet. (Continued on Page 2)

DBE CONTRACTOR IDENTIFICATION STATEMENT

MDT DBE Participation Program

9) For a Proprietorship, Indicate the DBE status and gender of the proprietor:

Black Male _____ Black Female _____ Hispanic Male _____ Hispanic Female X

Other Male (Specify) _____ Other Female (Specify) _____

10) Does the firm have an 8(a) Certification issued by the Small Business Administration under Section 8(a) of the Small Business Act as amended (15 U.S.C. 637 (a)?

NO X YES _____, Certified as an 8(a) Contractor (date) _____

11) Date certified as a DBE 12/13/11 Cert. No. 14111 Expires 12/13/12.

12) The undersigned agrees to provide other relevant information concerning ownership and control if requested to do so by MDC or its representative.

Signature of Official of DBE Company

President
Title of Official

December 15, 2011
Date

MIAMI-DADE COUNTY
miamidade.gov

Small Business Development
111 NW 1 Street, 19th Floor
Miami, Florida 33128
T 305-375-3111 F 305-375-3160

CERT. NO: 14111
Approval Date: 12/13/2011 - DBE

ANNUAL ANNIVERSARY: 12/13/2012

November 16, 2011

Ms. Joanne Urquiola
TRANSPORT SERVICES, INC.
708 S Dixie Hwy, Suite 100
Coral Gables, FL 33146-0000

Dear Ms. Urquiola:

Small Business Development (SBD), a division of Sustainability, Planning and Economic Enhancement Department (SPEED) has completed the review of your application and the attachments submitted for certification. Your firm is officially certified as a Disadvantaged Business Enterprise (DBE) in accordance with the State of Florida Unified Certification Program (UCP) approved by the U.S. Department of Transportation (FDOT) in the categories listed below. This certification affords your company the opportunity to participate in contracts throughout the State of Florida with DBE measures.

Your DBE certification requires you to complete a Continuing Eligibility affidavit annually. To ensure timely processing the Continuing Eligibility affidavit is accessible at http://www.miamidade.gov/sba/library/continuing_eligibility_package.pdf. A hard copy is available upon request and may be sent to you via mail or facsimile. Failure to complete and submit the required affidavit with the required supporting documents on or before your anniversary date may result in the removal of your company from the Florida DBE Unified Certification Program.

If any changes occur within your company during the certified period (such as ownership, address, telephone number, trade category, licensing, technical certification, bonding capacity, or if the business ceases to exist) you are required to notify this department within 30 days in writing. It is of critical importance that the current information regarding your company be maintained. All inquiries or changes related to this certification should be directed to Jeanise Cummings-Labossiere in the Certification Unit.

Should you have questions regarding your firm's certification, Ms. Cummings-Labossiere will be pleased to assist you.

We look forward to your participation and success in Miami-Dade County's disadvantaged business enterprise programs.

Thank you for doing business with Miami Dade County.

Sincerely,

Shiel McGill, Director
Business Opportunity Support Services
Small Business Development Division
Sustainability, Planning and Economic Enhancement Department

CATEGORIES: (Your firm may bid or participate on contracts only under these categories)
ALL OTHER TRANSIT AND GROUND PASSENGER TRANSPORTATION (DBE)
SPECIAL NEEDS TRANSPORTATION (DBE)

PRIME AND SUBCONTRACTORS INFORMATION FORM

INSTRUCTIONS: To be completed by the prime and by all subcontractors that submitted a bid on the project.

Bid Description: SPECIAL TRANSPORTATION S Bid No. RFP 800

Percentage of DBE Goal 12 %

BIDDER INFORMATION

Firm Name Super Nice STS, Inc. d/b/a Transportation America F.E.I.N.# 32-0127752

Street 2766 NW 62nd ST Suite No. 100

City Miami State FL Zip Code 33147

Prime Bidder? Yes X No ____ If No, enter name of Prime Super Nice Inc STS DBA Transportation America

Year Founded 2004 Annual Gross Receipts: Under $500k X Over $500k X

Phone No. 305-264-7111 FAX No. 305-265-3303 Email znalditch@transportationamerica.com

SPECIALTY

USE APPROPRIATE TWO-DIGITS SBA STANDARD INDUSTRIAL CLASSIFICATION CODE (SIC):

Construction: Building--SIC 15 ___ Heavy--SIC 16 ___ Specialty Trades--SIC 87 ___

Professional Services (Architectural, Engineering, Accounting, etc.) SIC 87 ___

Goods, Equipment and Non-professional Services ___

MIAMI-DADE COUNTY CERTIFIED DBE:

Certificate Anniversary Date: ___/NA/___ Ethnicity ___ Gender ___

AFFIDAVIT

I certify that I am an authorized representative of above named firm.

Signature	Name	Title	Date
	Raymond Gonzalez	CEO	12/12/11

For MDC Use Only: Was the subject bid awarded to this bidder? Yes ____ No ____

PRIME AND SUBCONTRACTORS INFORMATION FORM

INSTRUCTIONS: To be completed by the prime and by all subcontractors that submitted a bid on the project.

Bid Description: SPECIAL TRANSPORTATION SERVICES Bid No. RFP 800

Percentage of DBE Goal 12 %

BIDDER INFORMATION

Firm Name MINORITY MOBILE SYSTEM, INC F.E.I.N.* 65-0660297

Street 708 SOUTH DIXIE HIGHWAY Suite No. 100

City Coral Gables State FL Zip Code 33146

Prime Bidder? Yes ____ No X If No, enter name of Prime Super Nice Inc STS DBA Transportation America

Year Founded 1996 Annual Gross Receipts: Under $500k X Over $500k X

Phone No. 305-669-4590 FAX No. 305-669-4679 Email MMSALE@AOL.COM

SPECIALTY

USE APPROPRIATE TWO-DIGITS SBA STANDARD INDUSTRIAL CLASSIFICATION CODE (SIC):

Construction: Building--SIC 15 ___ Heavy--SIC 16 ___ Specialty Trades--SIC 87 ___

Professional Services (Architectural, Engineering, Accounting, etc.) SIC 87 ___

Goods, Equipment and Non-professional Services ___

MIAMI-DADE COUNTY CERTIFIED DBE: N/A

Certificate Anniversary Date: ___/___/___ Ethnicity ___ Gender ___

AFFIDAVIT

I certify that I am an authorized representative of above named firm.

Signature	Name	Title	Date
	Aleida Cobo	President	11/25/11

For MDC Use Only: Was the subject bid awarded to this bidder? Yes ___ No ___

PRIME AND SUBCONTRACTORS INFORMATION FORM

INSTRUCTIONS: To be completed by the prime and by all subcontractors that submitted a bid on the project.

Bid Description: SPECIAL TRANSPORTATION SI Bid No. RFP 800

Percentage of DBE Goal 12 %

BIDDER INFORMATION

Firm Name ITransport Services F.E.I.N.* 27-3285908

Street 708 SOUTH DIXIE HIGHWAY Suite No. 100

City Coral Gables State FL Zip Code 33146

Prime Bidder? Yes ____ No X If No, enter name of Prime Super Nice Inc STS DBA Transportation America

Year Founded 2010 Annual Gross Receipts: Under $500k X Over $500k ____

Phone No. 305-662-6797 FAX No. 305-669-467 Email joanne@itransportservices.com

SPECIALTY

USE APPROPRIATE TWO-DIGITS SBA STANDARD INDUSTRIAL CLASSIFICATION CODE (SIC):

Construction: Building--SIC 15 ____ Heavy--SIC 16 ____ Specialty Trades--SIC 87 ____

Professional Services (Architectural, Engineering, Accounting, etc.) SIC 87 ____

Goods, Equipment and Non-professional Services ____

MIAMI-DADE COUNTY CERTIFIED DBE:

Certificate Anniversary Date: 12/13/2012 Ethnicity Hispanic Gender F

AFFIDAVIT

I certify that I am an authorized representative of above named firm.

Signature	Name	Title	Date
	Joanne Urquiola	President	11/25/11

For MDC Use Only: Was the subject bid awarded to this bidder? Yes ____ No ____

MIAMI-DADE COUNTY

DBE AFFIDAVIT OF NO CHANGE

I, Joanne Urquiola, swear[1] (or affirm) that there have been no changes in (name of firm) iTransport Services Inc circumstances affecting its ability to meet the size, disadvantaged status, ownership, or control requirements of 49 CFR Part 26 and 13 CFR Part 121. I swear (or affirm) there have been no material changes in the information provided with (name of firm) iTransport Services Inc application for certification, except for any changes about which I have provided written notice to Miami-Dade County, pursuant to 49 CFR § 26.83(i).

I swear that I am socially disadvantaged because I have been subjected to racial or ethnic prejudice or cultural bias, or have suffered the effects of discrimination, because of my identity as a member of one or more of the groups identified in 49 CFR § 26.5, without regard to my individual qualities. I further swear (or affirm) that my personal net worth does not exceed $750,000.00, and that I am economically disadvantaged because my ability to compete in the free enterprise system has been impaired due to diminished capital and credit opportunities as compared to others in the same or similar line of business who are not socially and economically disadvantaged.

I specifically swear (name of firm) iTransport Services Inc continues to meet the Small Business Administration (SBA) business size criteria and the overall gross receipts cap of 49 CFR Part 26 and (name of firm) iTransport Services Inc's average annual gross receipts (as defined by SBA rules) over the previous three fiscal years do not exceed $16.6 million. I will provide size and gross receipts documentation to support this affidavit, immediately upon Miami-Dade County's request.

Signature _____ *Date* December 6th 2011

On this 6 day of December 2011, 2004, before me appeared (name) Joanne Urquiola, to me personally known, who, being duly sworn, did execute the foregoing affidavit and did state that he or she was properly authorized by (name of firm) iTransport Services Inc, to execute the affidavit and did so as his or her free act and deed.

(SEAL/STAMP)

Notary Public _____ Commission Expires _____

LUZ DE MARIA PAZ
My Comm. Expires Nov 9, 2015
No. EE 18469T
NOTARY PUBLIC
STATE OF FLORIDA

[1] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment or both.

SCHEDULE FOR PARTICIPATION

Instructions for Contractors: List your DBE firms and sign.

DBE FIRM (1):

Name iTransport Services

Type of Work to Be Performed: SPECIAL TRANSPORTATION SERVICES

Percentage and Dollar Amount of Total Bid Committed: 12 % $ Dollar Amount to be Determined Based on Price Proposal

Proposed Commencement Date: June 2012 Proposed Completion Date: June 2017

DBE Firm (2):

Name _____

Type of Work to Be Performed: _____

Percentage and Dollar Amount of Total Bid Committed: _____ % $ _____

Proposed Commencement Date: _____ Proposed Completion Date: _____

DBE Firm (3):

Name _____

Type of Work to Be Performed: _____

Percentage and Dollar Amount of Total Bid Committed: _____ % $ _____

Proposed Commencement Date: _____ Proposed Completion Date: _____

DBE Firm (4):

Name _____

Type of Work to Be Performed: _____

Percentage and Dollar Amount of Total Bid Committed: _____ % $ _____

Proposed Commencement Date: _____ Proposed Completion Date: _____

Under penalty of perjury of the laws of the United States, the undersigned certifies that it is committed to hire the above firms to do the work listed above on project _____, as part of it obligations under said project, and agrees to make the DBE & EEO Requirements of said project part of any tier of its subcontracts. The undersigned also certifies that the DBE listed on this Schedule are certified in the work categories in which they are being proposed to perform and that the Contractor has included language in its subcontracts to ensure that its DBE remain compliant with 49 CFR part 26, specifically Subpart 26.83(j).

Authorized Signature

Raymond Gonzalez 12/12/11

Print Name and Title Date

Super Nice STS, Inc. d/b/a Transportation America

Name of Contractor

LETTER OF INTENT FROM DBE SUBCONTRACTOR, SUPPLIER AND/OR CONSULTANT

To: Super Nice STS Inc DBA Transportation America and Miami-Dade County
(Name of Prime Contractor)

From: iTransport Services Inc
(Name of DBE Firm)

The undersigned DBE is prepared to perform the following described services and/or supply the following described goods, in connection with the following project/contract for a total dollar amount of $ 12 % and certifies that, upon the execution of a contract with the Prime Contractor, it will not subcontract any part of such contract to any firm, at any tier, without obtaining prior written consent from Miami-Dade County, through the Prime Contractor; it further certifies that it has received from Prime Contractor a true copy of the Affirmative Action provisions, which must include the Davis Bacon requirements and wage determinations, if applicable.

The undersigned also certifies that the undersigned's Disadvantage Business Enterprise certification was issued to perform the specific types of work listed below. The undersigned further certifies that as of the date of this letter, the undersigned is compliant with all the requirements of 49 CFR part 26, specifically Subpart 26.83(j). The undersigned further certifies that the undersigned has submitted an Affidavit of Continuing Eligibility to its certifying agency with the last 12 months.

Prime Contractor Super Nice STS Inc DBA Transportation America Project Name SPECIAL TRANSPORTATION SERVICES.

DBE ASSIGNMENTS:

Item No.	Work to be performed	Dollar Amount Per Bid Form
1	SPECIAL TRANSPORTATION SERVICES	$ 12 % of Total Contract
		$
		$

Item/Supply Description	Quantity	Dollar Amount

Title President

Authorized Signature

Joanne Urquiola 11/24/11

Print Name Date

SUBCONTRACTORS MONTHLY PROGRESS REPORT

Report Period: CONTRACT NUMBER 800 PROJECT NAME SPECIAL TRANSPORTATION SERVICES

CONTRACTOR NAME Super Nice STS Inc DBA Transportation America CONTRACT AMOUNT $

DBE GOAL 12 % DBE GOAL TO DATE ____ %

PAID TO PRIME CONTRACTOR THIS MONTH $ ____ TOTAL TO DATE: $ ____

DBE FIRMS	SEX	ETHNIC	TYPE OF WORK/SERVICE	MONTHLY PAYMENT	PAYMENT TO DATE	CONTRACT AMOUNT
ITransport Services	F	H	SPECIAL TRANSPORTATION SERVICES			

PAYMENTS TO NON-DBES	TYPE OF SERVICE	AMOUNT

I certify that the above information is true and accurate to the best of my knowledge and understand that if I misrepresent or falsify such information, I may be subject to civil and or criminal prosecution under Title 18 United State Code Section 1001.

Authorized Signature — Raymond Gonzalez CEO (Print Name and Title) — 11/26/11 (Date)

Proof of Registration with DBE Tracking Software (Transportation America, Minority Mobile System, Inc., and iTransport Services, Inc.)

Company Project Reports Admin Logout

TRS LCM System
Version: 1.0.0.0 APP10
Username: bbeers@transportationamerica.com

View Company Details (All field names in bold type are required)

Save Cancel

Company Profile Certification Info NAICS

Agency: Miami-Dade Transit

Add Agency

Company Name/Legal Entity Name: Supernice STS Inc

Address: 2766 Nw 62nd St

Address Contd:

Country: USA Canada

State FL

City: Miami

Zip: 33147

Tax Payer ID: 32-012775

Phone: 305-308-8110
(111)123-4567 / with ext. (111)123-4567-890

Alternate Phone:

Fax: 305-265 3303

State Employer ID:

State License Board No.:

DUNS Number:

Workers Comp Carrier:

Doing Business As: Transportation America

Year Founded: 2004

Contact Information

Last Name: Beers

First Name: Robert

Title: Other

Direct Phone #: 305-308-8110

Cell Phone #: 305-308-8110

Email Address: bbeers@transportationamerica.co

Company Information

Business Structure: Corporation, Limited Liability Corporation, Partnership, Limited Liability Partnership, Joint Venture, Sole Proprietorship, Other

Business Type: Consultant, Contractor, Trucker, Supplier, Manufacturer, Other Business Type

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Company Project Reports Admin

Logout TRS LCM System Version: 1.0.0.0 APP10

Username: bbeers@transportationamerica.com

View Company Details (All field names in bold type are required)

Save Cancel

Company Profile Certification Info NAICS

Is Your Company State of Florida DBE Certified? Yes No

No. of Owners: 2

First Name:	Raymond	Last Name:	Gonzalez
Ethnicity:	03 - Hispanic	Percentage Owned:	50 %
Net Worth:	0.00	Gender:	Male Female
Years of Ownership:	7.00	Voting Percentage:	50.00 %

First Name:	Rene	Last Name:	Gonzalez
Ethnicity:	03 - Hispanic	Percentage Owned:	50 %
Net Worth:	0.00	Gender:	Male Female
Years of Ownership:	7.00	Voting Percentage:	50.00 %

DBE Anniversary Date:

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Company Project Reports Admin

Logout

TRS LCM System
Version: 1.0.0.0 APP10

Username: bbeers@transportationamerica.com

View Company Details (All field names in bold type are required)

Save Cancel

Company Profile Certification Info NAICS

NAICS Codes:

485991 Special Needs Transportation
485991 Special Needs Transportation
485999 All Other Transit and Ground Passenger Transportation

(Search NAICS Codes) (Remove NAICS Code)

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Company Project Reports Admin Logout

TRS LCM System
Version: 1.0.0.0 APP10
Username: aleida@minoritymobile.com

✓ Data is saved successfully.

View Company Details (All field names in bold type are required)

Save Cancel

Company Profile Certification Info NAICS

Agency: Florida Department of Transportation

Add Agency

Company Name: Minority Mobile System, Inc.

Address: 708 S. Dixie Hwy, #200

Address Cont'd:

Country: USA Canada

State FL

City: Coral Gables

Zip: 33146

Tax Payer ID: 65-0660297

Phone: (305) 669-4590 (111)123-4567 / with ext. (111) 123-4567-890

Alternate Phone:

Fax: (305) 669-4679

Contractor's License No.:

DUNS Number:

Doing Business As:

Year Founded: 1996

Contact Information

Last Name: Cobo

First Name: Aleida

Title: President

Direct Phone #: (305) 669-4590

Cell Phone #:

Email Address: aleida@minoritymobile.com

Company Information

Business Type: Consultant Contractor Trucker Supplier Manufacturer Other Business Type

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Company Project Reports Admin Logout

TRS LCM System
Version: 1.0.0.0 APP10
Username: joanne@itransportservices.com

View Company Details (All field names in bold type are required)

Save Cancel

Company Profile Certification Info NAICS

Agency: Miami-Dade Transit

Add Agency

Company Name/Legal Entity Name: iTransport Services, Inc.

Address: 708 S. Dixie Highway

Address Contd: Suite 100

Country: USA Canada

State FL

City: Coral Gables

Zip: 33146

Tax Payer ID: 27-328590

Phone: 305-662-6797
(111)123-4567 / with ext. (111) 123-4567-890

Alternate Phone:

Fax:

State Employer ID:

State License Board No.:

DUNS Number:

Workers Comp Carrier:

Doing Business As:

Year Founded: 2010

Contact Information

Last Name: Urquiola

First Name: Joanne

Title: President

Direct Phone #: 305 740-0441

Cell Phone #:

Email Address: joanne@itransportservices.com

Company Information

Business Structure: Corporation; Limited Liability Corporation; Partnership; Limited Liability Partnership; Joint Venture; Sole Proprietorship; Other

Business Type: Consultant; Contractor; Trucker; Supplier; Manufacturer; Other Business Type

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Company Project Reports Admin Logout TRS LCM System

Version: 1.0.0.0 APP10

✓ Data is saved successfully.

Username: joanne@itransportservices.com

View Company Details (All field names in bold type are required)

Save Cancel

Company Profile Certification Info NAICS

Is Your Company State of Florida DBE Certified? ◉ Yes ○ No

No. of Owners: 1

First Name:	Joanne	Last Name:	
Ethnicity:	03 - Hispanic	Percentage Owned:	
Net Worth:	321300.00	Gender:	
Years of Ownership:	1.00	Voting Percentage:	

DBE Anniversary Date: 12/13/2012

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Memorandum

MIAMI-DADE COUNTY

Date: January 17, 2012

To: Those Listed Below

From: Carlos A. Gimenez
Mayor

Subject: Appointment of Selection Committee for Miami-Dade Transit Department Request for Proposals (RFP) for Special Transportation Services – RFP No. 800

In accordance with Administrative Order 3-34, I am hereby appointing those listed below as the Selection Committee for Miami-Dade Transit Department Request for Proposals (RFP) for Special Transportation Services – RFP No. 800.

Selection Committee
Namita Uppal, ISD (Non-Voting Chairperson)
Joel Perez, MDT
Heidi Johnson-Wright, ISD
Aimee Martinez, CIAO
Alberto Parjus, OMB
Lars Schmekel, ITD
Ernie Martinez, Commission on Disability Issues (CODI)
Jesus Garcia, Logisticare
David Jackson, CODI (Alternate)
Technical Advisor
William Velez, MDT
Colin Armorer, MDT
Toni Phangsang, MDT

You are directed to assist me in the selection process considering the factors delineated in the solicitation. If you are unable to participate in the selection process, contact this office through Small Business Development (SBD) by memorandum from your department director documenting the reason why you cannot participate. Only in cases of **dire** urgency may you be excused from participation.

Each Selection Committee member shall be responsible for evaluating, rating and ranking the proposals based on the criteria and procedure contained in the solicitation. The Selection Committee will meet to review the written proposals. If required, the Selection Committee will select firms to make oral presentations to the Selection Committee at a properly noticed public hearing. If proposers are invited to make oral presentations, the Selection Committee may re-rate and re-rank the proposals based upon the written documents combined with the oral presentation. You may utilize staff of the issuing department and the using agency to conduct a preliminary review of the proposals for responsiveness. All requests for responsiveness determinations shall be made in writing by the issuing department to the County Attorney's Office.

The alternate committee member will serve only in the event of an approved substitution. No substitution of committee members shall be allowed after the first

official meeting of the committee. The Internal Services Department (ISD) may substitute the chairperson to ensure the appropriate level of staffing expertise as deemed necessary to accommodate the needs of this solicitation.

Upon completion of the evaluation process, the Selection Committee Chairperson shall prepare and submit a memorandum to include a narrative of the evaluation and justification of the recommended firm(s) with attach supporting documentation which MUST include the following information:

Name of firm(s)
Quality Rating Score
Price
Adjusted Score (if applicable)
Committee's Overall Ranking

This report should be submitted to me through ISD for review and consideration.

As a matter of administrative policy and to maintain a fair and impartial process, all individuals appointed to the Selection Committee (including the Chairperson) and staff are instructed to refrain from discussing the solicitation with prospective lobbyist and/or consultants. Selection Committee members are reminded that in accordance with the Cone of Silence Ordinance 98-106, they are restrictions on communications regarding the solicitation with potential proposers, service providers, lobbyists, consultants, or any member of the County's professional staff. Violation of this policy could lead to termination of County service.

All questions must be directed to the staff contact person designated by the issuing department.

c: Lester Sola, Director, ISD
Ysela Llort, Interim Director, MDT
Henri F. Sorí, Director, CIAO
Jennifer Moon, Director, OMB
Angel Petisco, ITD
Alina T. Hudak, Deputy Mayor /County Manager
Jack Osterholt, Deputy Mayor/Interim Director SPEED
Mario Goderich, Assistant Director, Economic Enhancement/SPEED

Selection Committee
Namita Uppal, ISD (Non-Voting Chairperson)
Joel Perez, MDT
Heidi Johnson-Wright, ISD
Aimee Martinez, CIAO
Alberto Parjus, OMB
Lars Schmekel, ITD
Ernie Martinez, Commission on Disability Issues (CODI)
Jesus Garcia, Logisticare
David Jackson, CODI (Alternate)
Technical Advisors
William Velez, MDT
Colin Armorer, MDT
Toni Phangsang, MDT

SELECTION COMMITTEE
MIAMI-DADE TRANSIT
REQUEST FOR PROPOSALS
SPECIAL TRANSPORTATION SERVICES

RFP NO. 800

Committee Member/ Title	Department	Start Year With County	Ethnicity/ Gender	Education	Professional License(s)/ Certification(s)	Telephone #
Namita Uppal (Non-Voting Chairperson)	---	---	---	---	---	
Joel Perez General Superintendent	MDT	1984	Hispanic Male	Masters in Business Administration	None	305-637-3809
Heidi Johnson-Wright ADA Coordinator	ISD	2007	White Female	B.A. English Juris Doctor Degree	Licensed in State of Ohio	305-375-2013
Aimee Martinez Assistant Director, Community Information and Outreach	CIAO	1990	Hispanic Female	Masters in Public Administration	None	305-375-4314
Alberto Parjus OMB Coordinator	OMB	1984	Hispanic Male	Bachelor of Science in Business Administration/ Personnel Management	None	305-375-2014
Lars Schmekel Division Director	ITD	2001	White Male	Bachelor of Arts Economics	None	305-596-8779
Jose "Ernie" Martinez Chairperson, Commission on Disability Issues	N/A	N/A	Hispanic Male			305-776-5573
Jesus Garcia Manager	N/A	N/A	Hispanic Male	Masters in International Relations	None	305-654-8329
David Jackson (Alternate) Vice-Chair, Commission on Disability Issues	N/A	N/A	Black Male			305-354-4424
TECHNICAL ADVISORS						
William Velez Chief Para-transit Operations	MDT	1983	Hispanic Male	High School Diploma	None	786-469-0858
Colin Armorer Engineer 3	MDT	2004	Black Male	Bachelors in Electrical Engineering Masters in Computer Science	Certification Unix Systems/C++	786-469-5267
Toni Phangsang Systems Analyst/Programmer 2	MDT	2007	Black Female	Master's Degree	Training Certificate	786-469-5342

REQUEST FOR PROPOSALS (RFP) NO. 800
FOR
SPECIAL TRANSPORTATION SERVICES

PRE-PROPOSAL CONFERENCE TO BE HELD:

November 4, 2011 at 10:00 AM (local time)
701 NW 1st Ct, 2nd Floor Training Room, Miami, Florida

ISSUED BY MIAMI-DADE COUNTY:

Procurement Management

for
Miami-Dade Transit Department

COUNTY CONTACT FOR THIS SOLICITATION:

Name and Title: Namita Uppal, Procurement Contracting Manager
Address: 111 NW 1st Street, Suite 1300, Miami, Florida 33128
Telephone: (305) 375-1513
E-mail: nuppal@miamidade.gov

PROPOSALS ARE DUE AT THE CLERK OF THE BOARD NO LATER THAN:

December 2, 2011 at 2:00 PM (local time)
at
CLERK OF THE BOARD
Stephen P. Clark Center
111 NW 1st Street, 17th Floor, Suite 202
Miami, Florida 33128-1983

The Clerk of the Board business hours are 8:00 a.m. to 4:30 p.m., Monday through Friday. Additionally, the Clerk of the Board is closed on holidays observed by the County.

All proposals received and time stamped by the Clerk of the Board prior to the proposal submittal deadline shall be accepted as timely submitted. The circumstances surrounding all proposals received and time stamped by the Clerk of the Board after the proposal submittal deadline will be evaluated by the procuring department in consultation with the County Attorney's Office to determine whether the proposal will be accepted as timely. Proposals will be opened promptly at the time and date specified. The responsibility for submitting a proposal on or before the stated time and date is solely and strictly the responsibility of the Proposer. The County will in no way be responsible for delays caused by mail delivery or caused by any other occurrence. All expenses involved with the preparation and submission of proposals to the County, or any work performed in connection therewith, shall be borne by the Proposer(s).

The submittal of a proposal by a Proposer will be considered by the County as constituting an offer by the Proposer to perform the required services at the stated prices. A Proposer may submit a modified proposal to replace all or any portion of a previously submitted proposal up until the proposal due date. The County will only consider the latest version of the proposal.

Requests for additional information or inquiries must be made in writing and received by the County's contact person for this Solicitation. The County will issue responses to inquiries and any changes to this Solicitation it deems necessary in written addenda issued prior to the proposal due date. Proposers who obtain copies of this Solicitation from sources other than the County's Department of Procurement Management website at www.miamidade.gov/dpm or the Vendor Assistance Unit risk the possibility of not receiving addenda and are solely responsible for those risks.

1.0 Project Overview and General Terms and Conditions

1.1 Introduction

Miami-Dade County, hereinafter referred to as the County, as represented by the Miami Dade Transit Department (MDT), is soliciting proposals to establish a contract to provide Special Transportation Services (STS).

The County anticipates awarding a contract for a five (5) year period with one (1), five (5) year option to renew.

The anticipated schedule for this Solicitation is as follows:

Solicitation issued:	October 24, 2011
Pre-Proposal Conference:	See front cover for date, time and place. Attendance is recommended but not mandatory. If you need a sign language interpreter or materials in accessible format for this event, please call the DPM ADA Coordinator at (305) 375-1530 at least five days in advance.
Deadline for receipt of questions:	November 11, 2011
Proposal due date:	See front cover for date, time and place.
Evaluation process:	December 2011 / January 2012
Projected award date:	March 2012

1.2 Definitions

See Attachment A.

1.3 General Proposal Information

The County may, at its sole and absolute discretion, reject any and all or parts of any or all responses; accept parts of any and all responses; further negotiate project scope and fees; postpone or cancel at any time this Solicitation process; or waive any irregularities in this Solicitation or in the responses received as a result of this process. A proposal shall be the Proposer's firm commitment to provide the goods and services solicited in the manner requested in the Solicitation and described in the proposal. In the event that a Proposer wishes to take an exception to any of the terms of this Solicitation, the Proposer shall clearly indicate the exception in its proposal. No exception shall be taken where the Solicitation specifically states that exceptions may not be taken. Further, no exception shall be allowed that, in the County's sole discretion, constitutes a material deviation from the requirements of the Solicitation. Proposals taking such exceptions may, in the County's sole discretion, be deemed nonresponsive. The County reserves the right to request and evaluate additional information from any respondent regarding respondent's responsibility after the submission deadline as the County deems necessary.

Proposals shall be irrevocable until contract award unless the proposal is withdrawn. A proposal may be withdrawn in writing only, addressed to the County contact person for this Solicitation, prior to the proposal due date or upon the expiration of 180 calendar days after the opening of proposals.

Proposers are hereby notified that all information submitted as part of, or in support of proposals will be available for public inspection after opening of proposals, in compliance with Chapter 119, Florida Statutes, popularly known as the "Public Record Law". The Proposer shall not submit any information in response to this Solicitation which the Proposer considers to be a trade secret, proprietary or confidential. The submission of any information to the County in connection with this Solicitation shall be deemed conclusively to be a waiver of any trade secret

or other protection, which would otherwise be available to Proposer. In the event that the Proposer submits information to the County in violation of this restriction, either inadvertently or intentionally, and clearly identifies that information in the proposal as protected or confidential, the County may, in its sole discretion, either (a) communicate with the Proposer in writing in an effort to obtain the Proposer's written withdrawal of the confidentiality restriction or (b) endeavor to redact and return that information to the Proposer as quickly as possible, and if appropriate, evaluate the balance of the proposal. Under no circumstances shall the County request the withdrawal of the confidentiality restriction if such communication would in the County's sole discretion give to such Proposer a competitive advantage over other proposers. The redaction or return of information pursuant to this clause may render a proposal non-responsive.

Any Proposer who, at the time of proposal submission, is involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the Proposer under federal bankruptcy law or any state insolvency law, may be found non-responsible. To request a copy of any ordinance, resolution and/or administrative order cited in this Solicitation, the Proposer must contact the Clerk of the Board at (305) 375-5126.

1.4 Cone of Silence

Pursuant to Section 2-11.1(t) of the Miami-Dade County Code, as amended, a "Cone of Silence" is imposed upon each RFP or RFQ after advertisement and terminates at the time a written recommendation is issued. The Cone of Silence prohibits any communication regarding RFPs or RFQs between, among others:

- potential Proposers, service providers, lobbyists or consultants **and** the County's professional staff including, but not limited to, the County Manager and the County Manager's staff, the Mayor, County Commissioners or their respective staffs;
- the Mayor, County Commissioners or their respective staffs **and** the County's professional staff including, but not limited to, the County Manager and the County Manager's staff; or
- potential Proposers, service providers, lobbyists or consultants, any member of the County's professional staff, the Mayor, County Commissioners or their respective staffs **and** any member of the respective selection committee.

The provisions do not apply to, among other communications:

- oral communications with the staff of the Vendor Assistance Unit, the responsible Procurement Agent or Contracting Officer, provided the communication is limited strictly to matters of process or procedure already contained in the solicitation document;
- oral communications at pre-proposal conferences, oral presentations before selection committees, contract negotiations during any duly noticed public meeting, public presentations made to the Board of County Commissioners during any duly noticed public meeting; or
- communications in writing at any time with any county employees, official or member of the Board of County Commissioners unless specifically prohibited by the applicable RFP or RFQ documents.

When the Cone of Silence is in effect, all potential vendors, service providers, bidders, lobbyists and consultants shall file a copy of any written correspondence concerning the particular RFP or RFQ with the Clerk of the Board, which shall be made available to any person upon request. The County shall respond in writing (if County deems a response necessary) and file a copy with the Clerk of the Board, which shall be made available to any person upon request. Written communications may be in the form of e-mail, with a copy to the Clerk of the Board at clerkbcc@miamidade.gov.

1.5 Public Entity Crimes

Pursuant to Paragraph 2(a) of Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal for 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 proposals on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and, may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for Category Two ($10,000) for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

1.6 Lobbyist Contingency Fees

A) In accordance with Section 2-11.1(s) of the Code of Miami-Dade County, after May, 16, 2003, no person may, in whole or in part, pay, give or agree to pay or give a contingency fee to another person. No person may, in whole or in part, receive or agree to receive a contingency fee.

B) A contingency fee is a fee, bonus, commission or non-monetary benefit as compensation which is dependent on or in any way contingent upon the passage, defeat, or modification of: 1) any ordinance, resolution, action or decision of the County Commission; 2) any action, decision or recommendation of the County Manager or any County board or committee; or 3) any action, decision or recommendation of any County personnel during the time period of the entire decision-making process regarding such action, decision or recommendation which forseeably will be heard or reviewed by the County Commission or a County board or committee.

1.7 Collusion

Where two (2) or more related parties, as defined herein, each submit a proposal for any contract, such proposals shall be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management of such related parties in preparation and submittal of such proposals. Related parties shall mean Proposer or the principals thereof which have a direct or indirect ownership interest in another Proposer for the same contract or in which a parent company or the principals thereof of one Proposer have a direct or indirect ownership interest in another Proposer for the same contract. Furthermore, any prior understanding, agreement, or connection between two or more corporations, firms, or persons submitting a proposal for the same services shall also be presumed to be collusive. Proposals found to be collusive shall be rejected. Proposers who have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred, and any contract resulting from collusive bidding may be terminated for default.

1.8 Intentionally Omitted

1.9 Disadvantage Business Enterprise (DBE) Goal

The Disadvantage Business Enterprise (DBE) requirements of 49 CFR Part 26 applies to this solicitation. The Stated Goal for participation by DBE firms is **twelve percent (12%).** Refer to Attachment J for definitions, explanations, and instructions.

2.0 Scope of Services

See Attachment B.

3.0 Response Requirements

3.1 Submittal Requirements

In response to this Solicitation, Proposer should **return the entire completed Proposal Submission Package** (see Attachment D). Proposers should carefully follow the format and instructions outlined therein. All documents and information must be fully completed and signed as required.

The proposal shall be written in sufficient detail to permit the County to conduct a meaningful evaluation of the proposed services. However, overly elaborate responses are not requested or desired.

4.0 Evaluation Process

4.1 Review of Proposals for Responsiveness

Each proposal will be reviewed to determine if the proposal is responsive to the submission requirements outlined in this Solicitation. A responsive proposal is one which follows the requirements of this Solicitation, includes all documentation, is submitted in the format outlined in this Solicitation, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in the proposal being deemed non-responsive.

4.2 Evaluation Criteria

Proposals will be evaluated by an Evaluation/Selection Committee which will evaluate and rank proposals on criteria listed below. The Evaluation/Selection Committee will be comprised of appropriate County personnel and members of the community, as deemed necessary, with the appropriate experience and/or knowledge, striving to ensure that the Evaluation/Selection Committee is balanced with regard to both ethnicity and gender. The criteria are itemized with their respective weights for a maximum total of six hundred (600) points per Evaluation/Selection Committee member.

Technical Criteria	Points
1. Experience and Key Personnel	60
2. Financial Capability	90
3. Vehicles and Facility	90
4. Service Plan and Safety	120
5. Proposed Technology and Systems	120
6. Transition Plan	120

4.3 Oral Presentations

Upon completion of the technical criteria evaluation indicated above, rating and ranking, the Evaluation/Selection Committee may choose to conduct an oral presentation with the Proposer(s) which the Evaluation/Selection Committee deems to warrant further consideration based on, among other considerations, scores in clusters and/or maintaining competition. (See **Form A-2** regarding registering speakers in the proposal for oral presentations.) Upon completion of the oral presentation(s), the Evaluation/Selection Committee will re-evaluate, re-rate and re-rank the proposals remaining in consideration based upon the written documents combined with the oral presentation.

4.4 Intentionally Omitted

4.5 Intentionally Omitted

4.6 Price Evaluation

After the evaluation of the technical proposal, in light of the oral presentation(s) if necessary, the Evaluation/Selection Committee will determine which Proposer(s) best meets the County's needs and requirements for further consideration of price. These Proposers will be requested to submit price proposals which will be evaluated to determine the lowest price offered.

The County reserves the right to negotiate the final terms, conditions and pricing of the contract as may be in the best interest of the County.

4.7 Intentionally Omitted

4.8 Negotiations

The County may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the Proposer's best terms from a monetary and technical standpoint.

Upon completion of the price evaluation as specified in the Section 4.6 above, the Evaluation/Selection Committee will submit the results of their evaluation to the County Mayor with their recommendation to negotiate with the Proposer whose price proposal represents the lowest price. The County Mayor or designee will determine with which Proposer(s) the County shall negotiate, if any. In his sole discretion, the County Mayor or designee may direct negotiations with the Proposer whose price proposal represents the lowest price, negotiations with multiple Proposers, or may request best and final offers.

Notwithstanding the foregoing, if the County and said Proposer(s) cannot reach agreement on a contract, the County reserves the right to terminate negotiations and may, at the County Mayor's or designee's discretion, begin negotiations with the next highest ranked Proposer(s). This process may continue until a contract acceptable to the County has been executed or all proposals are rejected. No Proposer shall have any rights against the County arising from such negotiations or termination thereof.

Any Proposer recommended for negotiations shall:

a) Complete a Collusion Affidavit, in accordance with Sections 2-8.1.1 of the Miami-Dade County Code as amended by Ordinance 08-113. (If a Proposer fails to submit the required Collusion Affidavit, said Proposer shall be ineligible for award.)

Any Proposer recommended for negotiations may be required to provide to the County:

a) Information concerning any prior or pending litigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered herein, in which the Proposer, any of its employees or subcontractors is or has been involved within the last three years.

Upon successful negotiations with a Proposer, as specified above, the County will conduct a Buy America Pre-Award audit, in accordance with 49 C.F.R. Part 661 and 49 C.F.R. Part 663. If the Proposer fails to satisfy the Buy America Pre-Award requirements, the Proposer shall be ineligible for award.

4.9 Contract Award

Any contract, resulting from this Solicitation, will be submitted to the County Mayor or designee for approval. All Proposers will be notified in writing when the County Mayor or designee makes an award recommendation. The Contract award, if any, shall be made to the Proposer whose proposal shall be deemed by the County to be in the best interest of the County. Notwithstanding the rights of protest listed below, the County's decision of whether to make the award and to which Proposer shall be final.

4.10 Rights of Protest

A recommendation for contract award or rejection of all proposals may be protested by a Proposer in accordance with the procedures contained in Sections 2-8.3 and 2-8.4 of the County Code, as amended, and as established in Implementing Order No. 3-21.

5.0 Terms and Conditions

The anticipated form of agreement is attached (Attachment C). The terms and conditions summarized below are of special note and can be found in their entirety in the agreement:

A. Vendor Registration

Prior to being recommended for award, the Proposer shall complete a Miami-Dade County Vendor Registration Package. Effective June 1, 2008, the new Vendor Registration Package, including a Uniform Affidavit Packet (Affidavit form), must be completed. The Vendor Registration Package, including all affidavits can be obtained by downloading from the DPM website at http://www.miamidade.gov/DPM/vendor_registration.asp or from the Vendor Assistance Unit at 111 N.W. 1st Street, 13th Floor, Miami, FL. The recommended Proposer shall affirm that all information submitted with its Vendor Registration Package is current, complete and accurate, at the time they submitted a response to the Solicitation, by completing an Affirmation of Vendor Affidavit form.

B. Insurance Requirements

The Contractor shall furnish to the County, Department of Procurement Management, prior to the commencement of any work under any agreement, Certificates(s) of Insurance which indicate insurance coverage has been obtained that meets the stated requirements.

6.0 Attachments

Attachment A – Definitions
Attachment B – Scope of Services
Attachment C – Form of Agreement
Attachment D – Proposal Submission Package
Attachment E – Form A-1 (Cover page) and Affidavits/Acknowledgements A-2 through A-6

Attachment F – Federal Transit Administration Affidavits
Attachment G – Proposer Information
Attachment H – Federally Required Clauses
Attachment I – Supplemental General Condition (Living Wage)
Attachment J – Miami Dade County Special Transportation Services DBE/EEO Professional Services Requirements
Attachment K – Performance Bond Form
Attachment L – Specifications for Extended Use Smartcards

ATTACHMENT A

DEFINITIONS

ATTACHMENT A
DEFNITIONS

The following words and expressions used in this Contract shall be construed as follows, except when it is clear from the context that another meaning is intended:

1. ADA – Americans with Disabilities Act of 1990.

2. Ambulatory – Any Customer who can enter, occupy and exit a passenger motor vehicle with limited assistance from the Chauffeur, does not require the use of a wheelchair, and does not require bodily lifting by the Chauffeur.

3. Automated Call Distributor (ACD) – A phone application program which processes incoming calls by routing calls to available agents and, when necessary, holding calls in queue until the calls can be directed to the next agent available to answer the call. The system may incorporate voice menus allowing the caller to connect to the appropriate agent or functional area.

4. Backup – A for-hire vehicle, authorized by the County's Passenger Transportation Regulatory Division (PTRD) and driven by a PTRD authorized Chauffeur, which may not be solely dedicated for use in the Contract.

5. Cancellations – Notification to the Contractor by the County, Customer, or a person representing the Customer (i.e. family member, social worker, etc.) that a scheduled trip is no longer required.

6. CFR – Code of Federal Regulation.

7. "Change Order" or "Extra Work" or "Additional Work" resulting in additions or deletions or modifications to the amount, type or value of the Work and Services as required in this Contract, as directed and/or approved by the County.

8. Chauffeur or Driver – An individual licensed by PTRD and operating a County authorized vehicle to transport Customers, attendants and/or Companions.

9. Client, Customer, or Rider – A person who is designated by the County as eligible to reserve and receive a trip.

10. Companion – A person who is not a PCA and accompanies a Customer at the Customer's request.

11. Complaint – Dissatisfaction, expressed either verbally or in written form by a Customer, County staff, or the general public pertaining, to any facet of operation under the control of the Contractor. The County reserves the right to request a written response in all cases it deems necessary.

12. Contract, Contract Documents, or Agreement – Collectively these terms and conditions, the Scope of Services (Appendix A), RFP No. 800 and all associated addenda and attachments, the Contractor's Proposal, and all other attachments hereto and all amendments issued hereto.

13. Contract Award Date: Date on which the award of the Contract is approved by the Board of County Commissioners.

14. Contract Start Date –The date on which the Contractor starts providing the Services. The County will issue a Notice-To-Proceed to allow the Contractor to commence these Services.

15. Contract Manager – Miami-Dade County's duly authorized representative designated to manage the Contract.

16. Contractor – Also known as "the prime Contractor", _____ and its permitted successors and assigns.

17. County – Miami-Dade County, a political subdivision of the State of Florida.

18. Days – Calendar Days.

19. Deliverables – All documentation and any items of any nature submitted by the Contractor to the County's Project Manager for review and approval pursuant to the terms of this Contract.

20. "Directed", "required", "permitted", "ordered", "designated", "selected", "prescribed" or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the County's Project Manager; and similarly the words "approved", acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the County's Project Manager.

21. Excessive Travel Time – When a Customer's travel time for a one-way trip exceeds the comparable fixed route travel time by more than 10%, including applicable transfers, walking, and wait time; or where no comparable trip is available, using the fixed-route service, excessive time will be when the average speed is below 10.8 miles per hour for the trip distance.

22. ESRI – Environmental Systems Research Institute is a software development and services company that provides Geographic Information System (GIS) software and geodatabase management applications.

23. FDOT – Florida Department of Transportation.

24. FTA – Federal Transit Administration, formerly Urban Mass Transportation Administration (UMTA).

25. Geofence: A predefined virtual perimeter around a geographical area, that defines the allowable area to perform a pick-up or drop-off.

26. Group Trip: A trip in which a vehicle is used to transport four or more revenue clients and/or companions from a common origin address to a common destination address. A Group Trip is priced per trip and not by individual Client.

27. In Service – The time a vehicle/Chauffeur begins the run to provide transportation service to a Customer until the time the run is completed.

28. Incident – Any unusual or extraordinary event that causes disruption of service which occurs while a vehicle/Chauffeur is in service that may or may not include intervention of County, Contractor, and/or other governmental agencies including Fire Rescue, Police, etc.

29. Missed Trip – Failure to pick-up a Customer at all, with the exception of a Cancellation.

30. Multi-Load Trips: Trips in which three or more Clients are picked up at multiple origin addresses and dropped at a common destination address, or trips in which three or more Clients are picked up at a common origin address and dropped at multiple destination addresses.

31. Negotiated Pick-up Time – When a Customer calls the Contractor with a Requested Pick-up Time, the Contractor may negotiate a pick-up/vehicle arrival time while the Customer is on the phone. The negotiated time shall be within one (1) hour before or one (1) hour after the Requested Pick-up Time. Once agreed upon, the Negotiated Pick-up Time cannot be changed by the Contractor and shall be accurately recorded in the Mobile Data Terminals (or comparable technologies) or on the Driver's Manifest.

32. Next Day Service – A trip provided in response to a reservation made on the day preceding the day of the service.

33. No-show – Failure of a Customer to cancel a prearranged trip at least one (1) hour in advance of the Scheduled Pick-up Time or not be present at the designated pick-up location throughout the Service Window.

34. Non-Ambulatory – Any person who requires to be transported in a lift or ramp equipped vehicle and/or must travel in his/her wheelchair.

35. Passenger Motor Vehicle – A Chauffeur driven motor vehicle, permitted by Passenger Transportation Regulatory Division, providing seating accommodations for passengers.

36. Passenger Transportation Regulatory Division (PTRD) – Division of Miami-Dade County which regulates "passenger motor vehicles" and "Chauffeurs".

37. Personal Care Attendant (PCA) – The person who provides assistance to the Customer.

38. Personnel – The employees of the Contractor and its subcontractors.

39. Program Feedback - Any observation (positive or negative) received from Customers, County staff, or the general public pertaining to any facet of service provided under the Contract.

40. Project Manager – The County Mayor or the duly authorized representative designated to manage the Project.

41. Proposer – The person, firm, entity or organization, as stated on Form A-1, submitting a response to this Solicitation.

42. Requested Pick-up Time – The desired time requested (asked for) by the Customer to meet their transportation needs. For further information see "Negotiated Pick-up Time".

43. Reservation – The assignment of a pick-up time for a Customer based upon the Customer's Requested Pick-Up Time or Negotiated Pick-Up Time.

44. Routing – The organization of individual Customer pick-ups and drop-offs within the "Service Window" constraints so as to maximize multi-loading and the efficient utilization of Chauffeurs and vehicles without "Excessive Travel Time" for the Customers.

45. Special Trip Request – Service provided to a Customer on the same day that a reservation is made. The service window for Special Trip Request is two (2) hours from the time that the Special Trip Request is received by the Contractor and approved by the County.

46. Scheduled Pick-up Time – The pick-up time either requested by the Customer and accepted by the Contractor or the successfully negotiated pick-up time between the Customer and the Contractor, that is routed by the Contractor, for the purpose of vehicle/Chauffeur arrival at the Customer's pickup location within the two (2) ADA service window which is one (1) hour before or one (1) hour after the Requested Pick-up Time.

47. Scheduling – The assignment of a reservation for Customer transport. Scheduling may be based on the Scheduled Pickup Time for a Customer or the Customer's required arrival time at a designated location.

48. Scope of Services – The document appended hereto as Attachment B, which details the work to be performed by the Contractor.

49. Service Window or Window – Period of time allowed to the Contractor after the Customer's Scheduled Pick-up Time, for vehicle/Chauffeur arrival and actual Customer pick-up. The period of time allowed is zero (0) minutes before and thirty (30) minutes after the Scheduled Pickup Time.

50. Solicitation – This Request for Proposals (RFP) document, and all associated addenda and attachments.

51. Stranded Customer – A Customer who is not picked up within sixty (60) minutes of the Scheduled Pickup Time for advanced reservations, or within two (2) hours following an approved request for a Special Trip Request.

52. Subcontractor – Any person, firm, entity or organization, other than the employees of the Contractor, who furnish labor, equipment, carrier service (trips) to Customers, provide reservation and/or call taking services, or any combination thereof, in connection with the Services to the County, whether directly or indirectly, on behalf and/or under the direction of the Contractor and whether or not in privity of contract with the Contractor.

53. Subscription Trips / Subscription: Shall mean series of prescheduled trips in which an individual goes to or from the same destination at the same time of day, at least twice a week rather than a daily request.

54. TDD – Telephone Device for the Deaf.

55. Traffic shaping – The control of computer network traffic in order to optimize or guarantee performance, improve latency and/or increase usable bandwidth for some kinds of packets by delaying other kinds of packets that meet set criteria. This is also known as "packet shaping".

56. Transportation Disadvantaged (TD) – Those persons who because of physical or mental disability, income status, or age or who for other reasons are unable to transport themselves or to purchase transportation and are, therefore, dependent upon others to obtain access to

health care, employment, education, shopping, social activities, or other life-sustaining activities, or children who are high risk or at-risk as defined in Florida Statute 411.202.

57. Travel Time – As defined by the ADA for paratransit services, a one-way paratransit trip wherein the Customer's time traveled is similar to a comparable fixed route travel time, including applicable transfers, walking, and wait time. Where no comparable trip is available using the fixed-route service, the travel time shall be with a speed between 12.0 to 10.8 miles per hour.

58. Trip – The one-way transportation service provided from when the Customer enters the vehicle to when the Customer's destination is reached.

59. Trip Center – Facility where requests for trip reservations are received, negotiated, scheduled, routed, dispatched and forwarded to the Chauffeurs/vehicles providing Customer.

60. Trip Denial – As defined by the FTA, a Customer's trip request is considered a "trip denial" if: 1) the round trip cannot be provided at the time of the request; or, 2) a trip is scheduled/performed outside the 2-hour ADA service window, i.e. not provided within one (1) hour before or one (1) hour after the Requested Pick-Up Time.

61. Trip Screening – The process or procedure used by the Contractor, during the reservation process, to ensure that only Customers, as pre-determined by the County, are provided with paratransit services.

62. Volume Discount: A discount that will result in 1% reduction in the total weekly invoice billing when the total number of trips weekly performed exceed 30,000.

63. Will-Call – Customer's request for a return trip that cannot be accurately pre-scheduled, such as the return of a medical trip, which the Contractor shall pick-up a Customer within one (1) hour from the time the Contractor is notified.

64. Work, Services, Program, or Project – All matters and things that will be required to be done by the Contractor in accordance with the provisions of this Contract.

ATTACHMENT B

SCOPE OF SERVICES

Attachment B
Scope of Services

1. Introduction/Background

1.1 Miami-Dade County, hereinafter referred to as the County, as represented by the Miami-Dade Transit Department (MDT), is soliciting proposals to establish a contract to provide Special Transportation Services (STS).

1.2 STS is provided as a public demand response paratransit service for people with disabilities, in compliance with the provisions of the Department of Transportation ADA Paratransit section 37 requirements in compliance with the paratransit service provisions of ADA and guided, in part, by the Florida Transportation Disadvantaged (TD) Program, pursuant to Chapter 427, Florida Statutes.

1.3 The Metropolitan Planning Organization for the Miami Urbanized Area has designated the County, as represented by MDT, as the Community Transportation Coordinator with the responsibility to coordinate activities and funding for transportation resources for individuals defined as transportation disadvantaged by the Florida Transportation Disadvantaged Program. The Contractor shall assist the County in its duties as the Community Transportation Coordinator by providing the Services on behalf of the County.

2. Description of Service

2.1 STS is more flexible and personalized than conventional fixed-route services and does not include charter bus and exclusive-ride taxi services. Paratransit vehicles are available to eligible Customers on demand, by reservation or subscription and on a shared-ride basis. Provision of services is governed by MDT STS Rider's Guide which can be downloaded from: http://www.miamidade.gov/transit/library/pdfs/misc/Brochure_STS_Riders_Guide.pdf

2.2 To provide these services, passenger cars, vans, or small buses operate in response to calls from Clients/Customer/Riders to the Contractor, who then dispatches a vehicle that picks up the ambulatory or non-ambulatory Customers and transports them to their destinations. The STS operation is characterized by the following: a) the vehicles operate over non-fixed routes, on a flexible schedule except, perhaps, on a temporary basis to satisfy a special need; and, b) typically, the vehicle may be dispatched to pick up several Customers at different pick-up points before taking them to their respective destinations and may even be interrupted en route to these destinations to pick up other Customers.

3. General Responsibilities of the Contractor

The Contractor shall:

i. Provide transportation services to eligible STS Customers.

ii. Provide vehicles, Chauffeurs, Trip Center (Facility, office furniture, call taker/dispatchers, personal computers (Section 14.3 (iii)(A)) , On-board equipment (Section 14.5), servers, printers, internet connectivity (Section 14.3 (iii)) , telephone lines with Automatic Call Distribution (ACD) and associated systems, fax machines, TDD, and two way dispatch radios) and all other necessary resources and equipment to provide these services.

iii. Provide the professional management and transportation capacity required to manage operations and provide paratransit services. The professional management shall, at a minimum, include provisions for vehicles and staff necessary to perform trip screening, reservations, scheduling, routing, dispatching, late vehicle assistance, trip verification, monitoring, billing, centralized training and management of all staff, Federal Transit Administration (FTA) National Transportation Database Reporting (formerly known as Section 15 reporting), and, if utilized, contracting and coordinating subcontractors to provide Services under the Contract.

iv. Hire, train, and manage staff including call takers, Chauffeurs, dispatchers, and all other necessary positions.

v. Accept computer, fax or manual transfer of information, as determined by the County, of Customer eligibility data.

vi. Establish billing methods, based on performed trip data in the County's Computer System, to meet the needs of the County.

vii. Resolve issues and respond to complaints regarding the Service utilizing the County's Computer System via the Internet.

viii. Identify and submit recommendations for improvements in the Service as needed.

ix. Undertake surveys, attend meetings and conferences, and prepare informational reports associated with the Service as requested by the County. Such work may be used for the development of the Memorandum of Agreement and Service Plan required annually between the State of Florida Transportation Disadvantaged Commission and MDT.

x. Be responsible for all call taking function, not limited to taking reservation and late vehicle assistance, and not cause any part of such functions to be performed by a subcontractor.

xi. Provide timely, accurate billing information to the County.

xii. Have Quality Assurance Program in place to ensure compliance with this Contract.

xiii. Provide real-time access to the ACD system and data generated and collected in association with the Services provided under this contract.

4. General Responsibilities of the County

The County will:

i. Certify STS applicants and provide certified STS customer information to the Contractor.

ii. Furnish to the Contractor any plans, reports, and/or other data available in the County files pertaining to the Work to be performed under the Contract.

iii. Monitor performance of the coordinated paratransit service for the entire Program to ensure that the Contractor, and any subcontractors, meet all requirements of the Contract.

iv. Use Generally Accepted Accounting Principles for all financial and billing transactions. Gross billing will be recognized and applied against the Contract by the County. Payments will be calculated to reflect the net amount of any credit for fares and liquidated damages as provided in the Contract.

v. Maintain all records on the County's Electornic Document Management System (EDMS). EDMS is a digital record storage system and will assist with management of all Public Records. All Public Records will be maintained in accordance with the County's Public Records Procedures/Ordinance. In addition, all Customer records including personal information are covered under Florida Statute Chapter 119.071 General exemptions from inspection or copying of public records.

vi. Facilitate secured, encrypted access to the County's Computer System via the Internet utilizing County approved security infrastructure.

vii. Establish and maintain the County's Computer System to enable the use of the Contractor's mobile data terminals or comparable technology.

viii. Provide and maintain the software support and upgrade agreements with the licensor of the County's Computer System, manage all software updates, and establish all software parameters in consultation with the Contractor.

ix. Provide communications to Customers regarding changes in County policies, and legislation impacting STS.

5. Non-Exclusivity

The County, in its best interest, reserves the right to:

i. Directly contract with other public, private for-profit or non-profit entities to provide services covered under the Contract.

ii. Provide and/or contract with other firms to provide the transportation services portion of the Contract.

iii. Solicit at any time firms to participate in the provision of paratransit services at the sole discretion of the County. The County further retains the right to enter into contractual arrangements with other parties to meet the transportation needs of the public and requirements of the Transportation Disadvantaged Commission and/or ADA.

iv. Perform the function of reservation and/or late vehicle assistance.

6. Contractor's Project Manager

6.1 The Contractor shall designate a Contractor's Project Manager, who shall oversee the proper operation of the Service. The Contractor's Project Manager shall provide supervision of all personnel, and management of the accounts, operating records and service quality in accordance with the Contract requirements.

6.2 The Contractor shall provide the cellular phone number of the Contractor's Project Manager and an alternate staff member. The Contractor's Project Manager shall be available twenty-four (24) hours per day, seven (7) days per week to make decisions,

provide coordination and/or attend in-person meetings. However, in the absence of the Contractor's Project Manager, the alternate staff member shall be available.

7. Notice to Proceed

The Contractor shall commence Services on the Contract Start Date and provide 100% of STS Service trips to all certified STS Customers. The County will issue a Notice to Proceed (NTP) to allow the Contractor to commence these Services. NTP will be issued when the Contractor completes all of the requirements of Section 37.

8. Customer Eligibility

Each STS Customer's service eligibility shall be solely determined by the County's STS Certification Office.

9. Service Area

9.1 The Service Area for trips provided under the Contract shall be throughout the Miami-Dade County, South to Monroe County Mile Marker 50, and within 1 ½ of a mile on each side of the MDT fixed route service in Broward County. The County shall be responsible for maintaining the Service Area in the County's Computer System.

9.2 The County may change the Service Area at any time upon thirty (30) day written notice to the Contractor. The Contractor shall collect fares from Customers following the County approved collection method. The County reserves the right to implement other fares, which the Contractor shall adhere to and make changes, as applicable, to the Pre-payment Solution (Section 30.5). Such changes may include fares based on the mileage of each trip.

10. Hours and Days of Service

10.1 The Contractor shall provide transportation services twenty-four (24) hours a day, seven (7) days a week for the Service Area as defined above. By written notice to the Contractor, the County may change the hours/days the Contractor provides transportation services for the Service Area.

10.2 The Contractor shall accept advance reservations from Customers seven (7) days per week, from 8:00 a.m. to 5:00 p.m. By written notice to the Contractor, the County may change the timeframe the Contractor shall accept reservations.

10.3 The Contractor shall schedule and provide Next Day Service.

11. Multi-Loading

The Contractor shall multi-load advance reservations to non-ambulatory and ambulatory Customers, without excessive travel time to the Customers and within existing ADA and TD regulations. At no time, shall the Contractor allow the multi-loading of Customers to exceed the capacity of a vehicle. Customers shall not be multi-loaded if an operable seat belt is not available for each Customer's personal use during transport, including shoulder harnesses for wheelchair customers. The Contractor shall ensure that all vehicles utilized by the Contractor, including the capacity for ambulatory and non-ambulatory seating, are entered and updated into the County's Computer System.

12. Late Vehicle Assistance and Estimated Time of Arrival Inquiries

12.1 The Contractor has a thirty (30) minute Service Window from the Scheduled Pickup Time. In the event the Chauffeur arrives prior to the Scheduled Pickup Time, the Chauffeur shall wait until the Scheduled Pickup Time. If the Customer agrees to board the vehicle early (prior to the Scheduled Pickup Time) then such pickup shall be considered on time for the purpose of the Contract. In the event the Customer is not ready or does not wish to board early, then the Chauffeur shall either wait for the Schedule Pickup Time or shall leave and return within the Service Window. In the event the Service Window is not adhered to by the Chauffeur and the Customer calls for late vehicle assistance, the Contractor shall immediately dispatch a vehicle, if no vehicle is currently in route to the Customer, and provide an estimated time of arrival (ETA) to the Customer. Upon the Customer's or the County's request, the Contractor shall initiate a call between the Customer, Contractor and the dispatcher when obtaining ETA's. Upon request by the Customer or the County, the dispatcher shall be required to provide the Chauffeur's current location by intersection. In the event the Customer is not at the pickup location at the Scheduled Pickup Time or within the Service Window, the Chauffeur shall follow the process of Section 20.8 (ix) herein. The Contractor shall adhere to the County's policy pertaining to No-Shows.

12.2 The Contractor shall provide the County with a report of all late vehicle assistance calls received on a weekly basis. If subcontractors are used in the Contract, the Contractor shall ensure the subcontractors do not receive late vehicle assistance calls directly.

12.3 Customers are permitted to request and the Contractor shall provide an ETA as early as twenty (20) minutes after the Scheduled Pick-up Time. Such calls are considered to be ETA inquiries rather than late vehicle assistance calls.

13. Program Feedback and Response

13.1 Program Feedback, including all complaints, other than late vehicle assistance calls, will be immediately referred to the County's STS Customer Service Office using an automated telephone transfer process. Program Feedback correspondence from the Customer(s) received via mail, email, or any other means by the Contractor directly shall be delivered immediately to the County's STS Customer Service Office.

13.2 All Complaints received by the County will be forwarded to the Contractor. For each individual Complaint received, the Contractor shall generate a fully researched and specific response, as each Complaint forwarded to the Contractor is deemed a legitimate concern. The Contractor shall submit to the County a written response to the Complaint within three (3) business days in the event of urgent matters or seven (7) business days for non-urgent matters from the Contractor's receipt of the Complaint. The Contractor's response shall result from its evaluation and disposition, and include the corrective action to be taken by the Contractor to prevent reoccurrence. In the event the County requests the Contractor to revise its response, the revised response shall be resubmitted to the County within twenty-four (24) hours of the request. The County shall direct the Contractor to proceed with the actions of the written response or an alternate response provided by the County. The Contractor shall offer and fund a $500.00 reward to anyone, including Customers and the Contractor's personnel, who reports fraud in the STS program and the fraud is proven.

14. Information Technology Infrastructure

14.1 Description of the County's Computer System (Software)

The Computer System (Software) currently used by the County to support the Special Transportation Services for reservation, scheduling, routing, dispatching and reporting is Trapeze PASS Module version 9.0.15.0. The Computer System is designed to track Customer eligibility records, record each Customer's unique service needs, assign Customers to the most efficient route segment, assist the schedulers to group/cluster trips that can be effectively served by the same vehicle route segment, develop efficient daily vehicle itineraries, produce the reports necessary to calculate invoicing, evaluate service performance based on data statistics, and more.

14.2 County Responsibilities with Regards to its Computer System (Software)

The County shall:

i. Provide and maintain the County's Computer System and provide software support for this system to the Contractor.

ii. Provide remote login access via the Internet to the Computer System to the Contractor's personnel. All Contractor's personnel that need to access the Computer System must be pre-approved by the County.

iii. Provide the initial Computer System training for up to two (2) trainers of the Contractor and refresher trainings as needed.

iv. Provide support information, including support hours, names of contact personnel and phone numbers, to the Contractor for the Computer System.

v. Reserve the right to require the Contractor, at any point during the Contract, to transition from one Computer System to another Computer System procured and implemented by the County.

vi. Configure the Geo-fencing for pick-up and drop-off trips.

vii. Request firewall access for static IP addresses specified by the Contractor, in order to enable communication between Mobile Data Terminals or comparable technology and the County Computer system.

viii. The County has an enterprise license for the Trapeze Mobile Data Terminal Monitoring module and will be responsible for the ongoing maintenance and support fees.

ix. Provide the maps utilized by the Mobile Data Terminals or comparable technology.

14.3 Contractor Responsibilities (Software and Hardware)

The Contractor shall:

i. Provide at least two (2) intermediate-level computer users to serve as primary and backup trainers who will be responsible for the Computer System training to the Contractor's personnel, after the initial training provided by the County or its software vendor. The Contractor's trainers shall also be responsible for training any new Contractor's personnel and any refresher training for personnel on the Computer System, deemed necessary by the Contractor or the County. After the initial Computer System training provided by the County, the Contractor shall be responsible for all costs associated with any additional training by the County, third-party vendors, and/or any other computer related training.

ii. Provide at least two (2) intermediate-level technical computer support personnel to serve as Computer System primary and backup points of contact for support questions and issues to the County. The Contractor's trainers may serve as the points of contact to meet this requirement.

iii. Provide internet connectivity with a minimum dedicated internet bandwidth of 3.0Mbps or County approved equal or better, allocated for providing Services under the Contract utilizing technologies such as quality of service (QoS) or Traffic Shaping and personal computers to access the Computer System that are dedicated to conduct activities and responsibilities required under the resultant contract. The Contractor shall be responsible for any recurring communication fees. All connections to the County system shall remain in compliance with the County's latest information security policies. When accessing the County's Computer System, the Contractor shall use equipment that meets the requirements as stated below:

(A) Minimum Personal Computer Hardware Requirements

1) Computer/Processor

- Computer with a 2000 megahertz (MHz) processor or higher (Pentium processor recommended)

2) Memory

- Windows XP 32-bit with Service Pack 2 (SP2) or higher—64 MB
- Windows XP Professional x64 Edition—128 MB

- Windows Vista 32-bit—512 MB
- Windows Vista 64-bit—512 MB

- Windows Server 2003 32-bit with Service Pack 2 (SP2) or higher—64 MB
- Windows Server 2003 64-bit with Service Pack 2 (SP2) or higher—128 MB
- Windows Server 2008 32-bit—512 MB
- Windows Server 2008 64-bit—512 MB
- Mac OS X Leopard 10.5 – 512 MB
- Mac OS X Snow Leopard 10.6 – 512 MB

3) Hard Disk Space

- Windows XP 32-bit with Service Pack 2 (SP2) or higher—150 MB
- Windows XP Professional x64 Edition—200 MB

- Windows Vista 32-bit—70 MB
- Windows Vista 64-bit—120 MB

- Windows Server 2003 32-bit with Service Pack 2 (SP2) or higher—150 MB
- Windows Server 2003 64-bit with Service Pack 2 (SP2) or higher—200 MB
- Windows Server 2008 32-bit—150 MB
- Windows Server 2008 64-bit—200 MB
- Mac OS X Leopard 10.5 – 200 MB
- Mac OS X Snow Leopard 10.6 – 200 MB

4) Dislay

- Super VGA (800 x 600) or higher-resolution monitor with 256 colors

(B) Minimum Internet Browser Requirements:

Browser	Operating system
Internet Explorer 8.*x* (32-bit mode)	Windows 7 64-bit Editions Windows 7 32-bit Editions Windows XP Professional with Service Pack 3 Windows XP Professional x64 Edition with Service Pack 2 Windows Vista 32-bit Editions with Service Pack 2 Windows Vista 64-bit Editions with Service Pack 2 Windows Server 2008 R2 Windows Server 2008 with Service Pack 2 Windows Server 2003 with Service Pack 2
Internet Explorer 7.*x* (32-bit mode)	Windows Vista 64-bit Editions with Service Pack 2 Windows Vista 64-bit Editions with Service Pack 2 Windows Vista 32-bit Editions with Service Pack 2 Windows Vista 64-bit Editions with Service Pack 2 Windows Server 2008 with Service Pack 2 Windows Server 2003 with Service Pack 2
Safari 5.*x*	Mac OS X Snow Leopard 10.6
Safari 4.*x*	Mac OS X Leopard 10.5
Mozilla Firefox 3.*x*	Mac OS X Snow Leopard 10.6 Mac OS X Leopard 10.5 Windows XP Professional x32 Edition with Service Pack 3 Windows Vista 32-bit Editions with Service Pack 2 Windows 7 32-bit Editions Red Hat Enterprise Linux 5.4 Desktop Windows Server 2003 with Service Pack 2
Mozilla 1.7	Solaris 10

iv. Permit County staff to observe all Contractor personnel in all aspects of Computer System operations at the Trip Center and any other facilities used by the Contractor at any time during normal business or service hours.

v. Provide twenty-four (24) hour, seven (7) day per week, access to the Trip Center or any other facilities as required to support and troubleshoot issues related to the Computer System.

vi. Call the County designated representative for support of the Computer System.

vii. Cooperate with the County in any data system conversion and re-training in the event that the County transitions from one Computer System to another during the term of the Contract.

viii. Attend design/interface meeting(s) if required for the County's Computer System.

ix. Submit personnel access requests to the Computer System for approval, at least seven (7) days prior to the personnel's start date.

x. Utilize the existing, County-owned Trapeze Mobile Data Terminal Monitoring module licenses.

xi. Be responsible for the cost of the integration and implementation services between the Mobile Data Terminal or comparable technology, Long Range RFID readers and the Trapeze Mobile Data Terminal Monitoring Module.

xii. Ensure that all the time clocks utilized to provide Services are synchronized using the Network Time Protocol from a County approved source.

xiii. Provide training to County personnel on Mobile Data Terminals or comparable technology and supporting systems, Automated Call Distribution system etc.

xiv. Be responsible for all costs, including third-party software licenses for Mobile Data Terminals or comparable technology and Long Range RFID readers; in addition to any non-recurring engineering costs, required to integrate the County's Computer System, Contractor's mobile data terminals, and the Contractor's Long Range RFID card readers.

xv. Provide six (6) servers: a primary, secondary, and disaster recovery servers required to communicate with the mobile data terminals, and a primary, secondary, and disaster recovery Trapeze MON Module application server required for any other integrated solution of the Contractor. The Contractor shall ensure that the proposed Mobile Data Terminal Server Solution is capable of running in a virtual environment. The County intends to implement the system with the physical server hardware specified herein; in addition, at a later date the County shall have the capability to migrate the physical server to a virtual configuration. All servers supplied by the Contractor shall be approved by the County as per the following minimum specifications (Reference- HP ProLiant DL380 G7 High Performance Server):

Max Height: 2U; Drive Bays: 8 Hot Plug; Memory: Upgradable to 192GB; Front and rear video ports; Two front accessible USB 2.0 ports and DVD+RW 8X drive."

2 Six-Core Intel® Xeon® Processors X5660
1 P410i/1GB Flash Backed Cache (SAS Array Controller)
1 32GB PC3-8500R DDR3 4x4GB 2Rank Memory
2 160GB Hot Plug 3.5 SAS Dual Port 15,000 rpm Hard Drive
6 250GB Hot Plug 3.5 SAS 10,000 rpm Hard Drive
2 750-W Redundant Hot-Plug Power Supply with NEMA cable
1 Dual Embedded Multifunction Gigabit Network Adapter
1 Universal Mounting Rails
1 Integrated Lights Out (iLO2) Advanced Pack 1 Server License
1 Warranty - 3 Years Parts and on-site Labor, 24x7 Support.
* Must be 100% compatible with HP Insight Manager

xvi. Acquire static IP addresses for all Mobile Data Terminals or comparable technology. The Contractor shall inform the County of all newly acquired IP addresses in order to be granted firewall access to the County's Computer System.

xvii. In the event the Contractor uses cellular communications between its equipment and the County Computer System, the Contractor shall be responsible for any recurring costs that may be incurred.

14.4 Computer System Modification Requests

The Contractor may submit written requests for modifications to the Computer System, as deemed necessary to better meet the needs of the daily operations. The County reserves the right to approve or disapprove any request for modifications received from the Contractor. The Contractor shall be responsible for any costs associated with Contractor requested/approved software modifications unless the County agrees, in writing, to assume all or part of the cost for the overall good of the Service.

14.5 On Board Equipment By the Contractor
The Contractor shall:

i. Purchase, install, and maintain Automatic Vehicle Locating/Global Positioning System (AVL/GPS) equipment in each vehicle authorized to provide service under the provisions of the contract. The equipment shall interface with the County's Computer System and allow for graphical display of the "real time" and historical location and movement of each vehicle on ESRI maps, the time of day the vehicle arrived and departed from each stop. The AVL/GPS accuracy shall be within 3 meters. The AVL/GPS Software shall have the ability to:

(A) Allow for graphical display of the real-time and historical location and movement of each vehicle on ESRI maps, as well as the time of day the vehicle arrived and departed from each stop.
(B) Allow for printing of the above information by MDT staff.

ii. Purchase, install, and maintain Mobile Data Terminals or comparable technology, in each vehicle authorized to provide services under the provisions of the Contract, that interface with the County's Computer System, providing "real-time" status of each pick-up/drop-off. The Contractor shall purchase and install Mobile Data Terminal or comparable technology in seven (7) County vehicles. Features and requirements of Mobile Data Terminals or comparable technology are listed below:

(A) The Mobile Data Terminal or comparable technology shall:

1. Be comprised of a microprocessor controlled unit operating at a minimum clock frequency of 400MHz.

2. Have a display of a minimum of 7 inches diagonally.

3. Have a minimum of 128MB RAM, upgradable to at least 512 MB RAM and use an embedded Flash memory for all Operating system, application software and data storage. There shall be sufficient Flash memory to store a minimum of seven (7) days of trip data.

4. Enable manual retrieval of data in the event of equipment failure and the County shall be supplied with a means of uploading said data to the County's Computer System.

5. Support an internal standard speaker for system audio. Peak audio output power must have a minimum dynamic range of 3 dBA above continuous output power. Audio output level should be adjusted automatically to be a minimum of 6.0 dB above ambient noise levels. The minimum audio output level shall be 85 dB with no ambient noise. The signal to noise ratio shall be a minimum of 85 dBA. Audio distortion shall be 1% or less for all types of measurable distortion. Frequency response shall be 150 Hz to 10,000 Hz within +/- 5.0 dB.

6. In the event of failure of data communication between the Mobile Data Terminal or comparable technology and the County's Computer System, provide the ability to continue to interface with the RFID system, read the RFID card and store trip information locally.

7. Allow the designated County staff to:

    a. Have a real-time remote view or access to any driver, trip and customer information, pick-ups, drop-offs and customer activities for any runs currently in service.

    b. View historical and real-time data for a specific Mobile Data Terminal or comparable technology. This includes the ability to see information on all trips, drivers, passenger information etc. by run number and vehicle ID.

    c. Recall and playback any vehicle's previous to current location, while in service.

8. Continue to provide predicted vehicle location in the event of loss of GPS derived vehicle position information.

9. Be configurable to display a logon banner for the Driver to accept for access to the device. The logon banner language shall be set by the County with regard to terms and conditions for data accuracy from the Contractor and the Chauffeurs. The Contractor shall ensure all Drivers accept the logon banner on the mobile data terminals or comparable technology. The proposed solution shall ensure that each driver has a unique login and password, which shall comply with the County's password policies.

10. Register odometer readings at pick-up and drop-off locations.

11. Be able to receive text messages from the Contractor or the County.

(B) All data stored on flash memory due to a Mobile Data Terminal failure, shall be submitted to the County within twenty four (24) hours prior to putting vehicles and Mobile Data Terminal into maintenance and/or repair. An import utility shall be provided by the Contractor to enable the County to import such data into the County's Computer System.

(C) Data traffic between the Mobile Data Terminal or comparable technology and the County's computer system shall be encrypted at a minimum of AES (Advanced Encryption Standard) 256 bits or equivalent.

(D) The use of Mobile Data Terminals shall enhance dispatching and chauffeur communication by the Contractor. After installation and training provided by the Contractor, all Chauffeurs shall receive the daily Driver's. Manifests electronically from the County's Computer System, through the Mobile Data Terminals or comparable technology, and execute trip functions including, but not limited to, logon, arrival time, pick-up time, drop-off time, no-show approvals, accident/incident reporting, and any other applicable trip related function. In addition, the mobile data terminals or comparable technology shall be able to send and receive real-time to and from the County's Computer System in format comparable to Trapeze Mobile Data Terminal Monitoring module, the information including but not limited to:

1. Cancellation
2. Add-on
3. Trip ID Number
4. Customer ID Number
5. Customer RFID Number
6. Customer Picture (Option, if exercised by the County)
7. Customer's Name
8. Customer's Trip Origin (Address)
9. Customer's Trip Destination (Address)
10. Run Number
11. Transporting Chauffeur's name and Registration Number (also known as Hack License)
12. Transporting Vehicle Number
13. Passenger Miles
14. Scheduled Pick-up Time
15. Actual Pick-up Time
16. Actual Drop-off Time
17. Fare Collected or fare media, as required
18. Companions and/or PCAs transported, as applicable
19. Trip Status
20. Fare Zone assigned, if applicable
21. No show options
22. RFID Pick-up exceptions
23. RFID Drop-off exceptions

iii. Purchase, install and maintain Long Range Radio Frequency Identification (RFID) readers (in each vehicle authorized to provide services under the Contract) capable of validating client and client Pick-ups and Drop-offs. The Contractor shall provide real-time access to RFID system and data to create ad-hoc reports, such as but not limited to, Card Present but not Detected, Card not Present, Lost Card. The minimum requirements for the RFID Readers are as follows:

Operating Frequencies	902.75 - 927.25 MHz
Supported Protocols	EPC Class 1 Gen 1, EPC Class 1 Gen 2 (Dense reader mode); ISO 18000-6c
Antennas	2 ports for 2 read points; multi-static topology; circular polarization, reverse polarity TNC
Network Protocols	DHCP, TCP/IP, SNTP
Power	12 VDC Automotive
RF Power	30 dBm; 4 watts EIRP
Operating Temperature	15°F to 120°F
Dust and Moisture	IP54

Compliance Certification	FCC Part 15, UL
Remote Management Protocols	SNMP, EPC reader protocols
Reader Communication Protocol	EPC reader protocols
Dense Reader Management	Dense reader mode, clean spectrum, Listen-before-talk, Auto triggering and event management
Hopping Channels	50
Channel Spacing	500 KHz
Communications	RS-232 (DB-9F), LAN TCP/I/IP(RJ-45)
General Purpose Inputs/Outputs	2 inputs, 2 outputs, optically isolated, 0.5 amp current capacity
LED Indicators	Indicate Power, Lan Link, Lan Activity, RF on Read, and Fault (red)
Software Support	Java and .NET APIs

14.6 The following is the required sequence of events and functionality:

a. Upon arrival at the pick-up location, the Mobile Data Terminals or comparable technology shall require driver acknowledged arrival and shall be contingent upon the County configured geo-fence. The proposed solution shall facilitate a configurable "Arrival" timer that shall specify a countdown for the minimum time before declaring a trip no-show.
b. The RFID reader in a vehicle shall only detect RFID cards of riders who are scheduled on that vehicle as they board the vehicle.
c. If option is exercised by the County (See Section 39.3), the client's picture identification shall be displayed on the Mobile Data Terminal or comparable technology. Specifications for interfacing with the County's picture database listed herein.
d. The driver shall visually validate the client boarding and acknowledge by pressing the "perform" button (hard or soft) on the Mobile Data Terminal or comparable technology.
e. Exception:
    i. If the RFID card is not detected or if the client forgot or lost the card, the proposed solution shall require the driver to select a reason from a County configurable list of items; to include but not limited to, RFID card present but not detected, card not present and lost card.

    ii. If client decides not take the trip, but the driver has already pressed the "perform" button, the Mobile data terminal or comparable technology shall allow the driver to rescind the "perform".

f. Upon arrival at the drop-off location, the Mobile Data Terminals or comparable technology shall require driver acknowledged arrival which shall be contingent upon the County configured geo-fence.

g. The driver shall acknowledge the client alighting by pressing the "perform" button (hard or soft) on the Mobile Data Terminal or comparable technology, which shall be contingent upon the presence of the corresponding RFID card.

h. Exception: If the RFID card was originally detected at pick-up, but is not detected at drop-off, the proposed solution shall require the driver to select a reason from a County configurable list of items; to include but not limited to, RFID card present but not detected and lost card.

14.7 The Contractor shall purchase 60,000 single, unified, hybrid DesFire/Long Range RFID Cards. The card shall contain the DesFire and Long Range RFID capability to operate independently in the fixed route and Paratransit environments. The Contractor shall deliver fifty percent (50%) of the hybrid cards thirty (30) days after the successful completion of testing as specified in Section 14.8. The cards shall be preprinted with County supplied front and back graphics. The County will print the Customer information and picture on this Hybrid card. The smartcard serial number and ultra-high frequency unique identifier shall be printed on the card. The single, unified "Hybrid" Card shall enable clients to use both the Fixed Route and Paratransit Services. This Hybrid Card when used on the fixed route system, be fully compatible with the existing Fare Collection system, and shall support all the features of the "Easy Card" media that is currently supplied by Miami-Dade Transit, and used on all its Buses and on the Rail System. The Specifications for each of the two card types are as follows: shall be fully compatible with the existing Fare Collection system, and shall support all the features of the "Easy Card" media that is currently supplied by Miami-Dade Transit, and used on all its Buses and on the Rail System. The Specifications for the two card types that need to be incorporated in the Hybrid card are as follows:

(A) Fixed Route EASY Card Requirements:
See Attachment L, Specifications for Extended Use Smartcards.

(B) RFID Card Specifications:

- Protocol: EPC Global Gen 2 and ISO/IEC 18000-6C
- Chip: NXP G2XM
- Operation: Passive, no battery required
- Worldwide operation in the UHF RFID frequency bands (860-960MHz)
- 816 bits of total writeable memory
- 512-bit user memory
- 240-bit EPC memory
- 32-bit access password
- 32-bit kill password
- 64 bits of read-only (TID) memory
- 32-bit chip identifier
- 32-bit unique, unalterable serial number (UID)
- Operating distance: Up to 30 feet under ideal conditions
- Intended for use in near-body access control applications (e.g., worn as a badge, neck lanyard, and held with fingers on card face)

14.8 Testing: The Contractor shall:

14.8.1 Provide the County with one test unit, within 30 days after the Contract Award Date, consisting of:

i. A complete Mobile Data Terminal or comparable technology, Long Range RFID Reader system, GPS antenna and communications modem in a stand-alone configuration mounted on a single platform. The Long Range RFID Reader shall be mounted to allow easy orientation adjustments and use by instructors and trainees.

ii. A power supply to convert 110VAC to 12VDC, with sufficient power capacity to supply the Mobile Data Terminal and associated Long Range RFID Reader. The power supply shall be equipped with an

easy-to-reach On/Off switch, and all cables connecting to the Mobile Data Terminal shall be neat and securely fastened.

iii. Equipment corresponding to any of the options that are exercised by the County.

14.8.2 Provide the County with a detailed testing plan, for approval by the County, for demonstrating the operability of the proposed solution. The test plan shall include, but not limited to, the following information,:

i. Test timeframe
ii. Test scenarios and expected results
iii. Test procedures
iv. Mobile Data Terminal or comparable technology/Long Range RFID integration
v. Accuracy and integration of the AVL/GPS information into the County's Computer System
vi. Exception reports based on test data

14.8.3 Execute, prior to Contract Start Date, a test phase (not to exceed one month) of minimum of 1000 sample test trips, using the County provided trip manifests. The Contractor shall include one of each vehicle-type to be tested. The test shall include item #s iv and v of Section 14.8.2 above. The Contractor shall have, at a minimum, a ninety two percent (92%) success rate in RFID processing during the test phase. Upon approval from the County the proposed solution shall be deployed to the rest of the fleet.

14.9 Future Computer Enhancements

To improve customer service quality and/or increase the efficiency of operations, the County reserves the right to add any deemed-necessary, future enhancements, software modules or technologies to the County's existing Computer System provided to the Contractor. These enhancements and/or software modules or technologies include, but are not limited: to WEB-based trip reservation, confirmation and cancellation; Interactive Voice Response for trip confirmation and cancellation; and Geographical Information System (GIS). The Contractor shall cooperate with the County to implement these enhancements and/or software modules or technologies, and use the enhancements as intended to operate services as specified under the Contract. Any changes required of the Contractor's equipment to operate the enhanced County Computer System in order to perform as required by the Contract shall be the responsibility of the Contractor.

14.10 Availability of On-Board Equipment

a) At the start of Service (on Contract Start Date), a minimum of 50% of the vehicles shall be fully equipped with functional AVL/GPS equipment, Mobile Data Terminals or comparable technology and Long Range RFID card readers. Within thirty (30) days after the start of service, a minimum of 75% of the vehicles shall be fully equipped with functional AVL/GPS equipment, Mobile Data Terminals or comparable technology and Long Range RFID card readers. By sixty (60) days after the start of service, 100% of the vehicles shall be equipped with functional AVL/GPS equipment, Mobile Data Terminals or comparable technology and Long Range RFID card readers. The Contractor shall provide supporting documentation to the County, of the installation progress at each time interval detailed above. However, the Contractor

shall provide 100% of the required vehicles to provide the STS Service on the Contract Start Date.

b) Submit paper manifests in compliance with Section 25.2, for vehicles that are not equipped with AVL/GPS equipment, Mobile Data Terminals or comparable technology, and Long Range RFID card readers at the start of service. The Contractor shall manually enter all trip performance data from paper manifests into the County's Computer system.

15. County Computer System Data

15.1 Upon approval, the County will make available to the Contractor the County's Computer System data for extraction, analysis, auditing, reporting, and as necessary to fulfill the required obligations of the Contract.

15.2 Data extracted from the County's Computer System shall be solely for the purpose of importing into the Contractor intrinsic software (scheduling, billing, payroll, etc). A detailed description of the intention, where and how the data will be used, the required fields of the extraction, and frequency of extraction must be submitted in writing to the County. Any approved data extraction will be provided by the County and only in flat file format. Any recurring extraction of data will require a separate interface to be created by the County between the Contractor's system and the County's Computer System. Should the Contractor request recurring extraction of data, the Contractor shall be responsible for the cost presented by the County for creating the interface.

15.3 The Contractor shall be responsible for the accuracy of all data entered into the Computer System by the Contractor's personnel.

16. Reservation Process

16.1 The Contractor shall receive all requests for service from Customers and conduct Trip Screening. The Contractor shall use the County's Computer System to perform this function and shall not purge or modify Customer files.

16.2 The Contractor shall not impose priorities based on trip purpose or restrictions upon certified STS Customers.

16.3 The Contractor shall ensure all dispatch and radio communication amongst Chauffeurs and other personnel are provided in English.

16.4 The Contractor shall provide reservation and call taking personnel at the Trip Center to cover the dedicated Service telephone lines in accordance with hours established per Section 10, Hours and Days of Service. The Contractor shall provide at least one supervisor present in the Trip Center during all hours of operations to offer sufficient supervision of service operations, provide assistance to Customers, and direct Chauffeurs or other personnel. The Contractor shall also provide multi-lingual reservation services.

16.5 Reservation and other call taking personnel shall be trained to meet the performance standards specified under the Contract. At a minimum, the personnel shall:

i. Demonstrate knowledge in key aspects of STS Service operations, including computerized reservations procedures, the Contract provisions, and STS Program rules.

ii. Serve the volume of incoming telephone requests for Service in a timely manner as specified in Section 18, Performance Standards, and demonstrate knowledge of the phone system being used, including proficiency in the use of TDD/TTY.

iii. Accurately enter the required Customer trip information to efficiently and effectively reserve trips.

iv. At the conclusion of the reservation process, verify reservation accuracy by repeating the following information, but not limited to, back to the Customer: scheduled trip date, origin address, Requested Pick-up Time, Scheduled Pick-up Time and Service Window, the drop off address, appointment time (if applicable), Companion request, PCA request, mobility aids, and booking ID (confirmation number).

v. Maintain a courteous and polite attitude in all dealings with the public and receive training to ensure customer orientation service including the ability to handle disgruntled Customers.

vi. Use the most efficient method available to process reservation requests from the Computer System.

17. Schedules

17.1 The Contractor shall develop vehicle schedules based on Computer System generated reservations, ensure on-time performance, and accurate travel time using the County's Computer System. The Contractor shall use the most efficient method for scheduling, which may include on-line, batching, or a combination of both as approved by the County and facilitated by the County's Computer System. The Contractor shall not change the Scheduled Pick-up Time once agreed upon with the Customer, and shall perform the trip within the Service Window.

17.2 The Contractor shall design routes that are direct, provide efficient and cost effective service to the County Clients. Circuitous routing is not permitted.

17.3 The Contractor shall monitor the daily schedules to ensure adherence, take immediate action to correct any Service delays in the schedule as they occur, and ensure that Chauffeurs are reporting pick-up and drop-off times, as established by the County. The Contractor shall reconcile and verify monthly scheduled service versus actual service provided and make any authorized scheduling adjustments or request modification to the Computer System's internal scheduling parameters to ensure that future schedules can be performed on time and within the standards established in Section 18, Performance Standards.

17.4 The Contractor shall request approval from the County for any adjustments to the Computer System's internal scheduling parameters and the County shall implement such changes upon approval.

17.5 In the event that a Customer is determined by the County not to be at fault for a No-Show, the Contractor shall provide the Customer with pick-up service within one (1) hour from the time the Contractor is notified.

17.6 The Contractor shall request a Backup for all Stranded Customers. Incidences where a Backup is required, the initial trip shall be cancelled and a new trip shall be booked for the Backup trip. Any cancellation shall be fully documented through the Computer System.

17.7 The Contractor shall obtain authorization from the County to perform a special trip. The Contractor may provide service within one (1) hour to improve customer service and ensure transportation reliability for specific cases pre-approved by the County.

18. Performance Standards

18.1 The Contractor shall provide Service in a manner which complies with ADA, all other regulatory requirements, meet the minimum performance standards prescribed by the County herein, and maximize operational productivity and efficiency.

18.2 The Contractor shall employ a means of detecting and correcting its deficiencies that contribute to failure to achieve the performance standards prior to the deficiencies reaching a level unacceptable by the County. Deficiencies may include, but are not limited to, performance that does not satisfy the minimum requirements listed in the Performance Standards Table below. Should deficiencies persist or become unacceptable, the County shall take actions under the Contract, including the assessment of liquidated damages.

18.3 The County will perform service audits, including random phone audits of completed trips with Clients to verify trips taken, as deemed necessary and use all available information, not limited to Trip Center data, Driver's Manifests, reports, and the County's Computer System, to measure the performance level for the entire Program and to determine if the Contractor meets the performance requirements. In the event that the required minimum Performance Standards established below or elsewhere in the Contract are not met by the Contractor for two (2) consecutive months without noticeable service improvements, the County may request the removal of any personnel or subcontractor determined to be at fault, or find the Contractor in default of the Contract. Such decision shall be at the sole discretion of the County.

18.4 The County and the Contractor may annually review these Performance Standards for adjustments. The County will make the final decision regarding any adjustments.

Performance Standards	Requirement
Trip Denial. Trip denials measured per report of an occurrence.	0
On-time Performance. On-time performance is defined as a vehicle arriving at the correct location for a pick-up within the Service Window. On time performance will be measured based on all trips performed each month as verified by the AVL/GPS System and as reported pursuant to Section 28.5.	Minimum 80%
Average Speed of Answer (ASA). The sum of all wait times for all calls entering the ACD queue (and eventually answered), divided by the number of incoming calls answered. Wait time is calculated from the time that the call enters the queue until the call is answered. ASA will be measured weekly for each individual queue on an hourly basis.	Maximum 45 seconds
Rate of Calls Abandoned. The number of ACD accepted calls that were abandoned in the queue, i.e. the caller disconnected. The rate of calls abandoned will be measured weekly for each individual queue on a basis of ten (10) second intervals.	Maximum 8% after 10 seconds
Average Hold Time. Average time on hold on any queue within the ACD System measured on an hourly basis.	Maximum 2 minutes
Customer Travel Time. Customer time traveled equivalent to 110% of the comparable fixed route travel time measured monthly using data captured by Mobile Data Terminals or comparable technology	Minimum 98% of data captured
Customer Complaint Ratio. Customer Complaint ratio measured monthly as a percent of total trips performed.	Maximum 0.5%
System Safety. Measure of preventable vehicle accidents, as defined by the National Safety Council, per 100,000 revenue miles.	Maximum 3
Data Verification for Trips for each Vehicle by GPS/AVL System at all times.	Minimum 98%
Working GPS/AVL System in Contractor's vehicles in service at all times.	Minimum 98%

19. Liquidated Damages

Where the Contractor fails to perform in accordance with the established Required Minimum Performance Standards as elsewhere described, the County will assess liquidated damages as prescribed in this Section. The County has the sole discretion to modify this Section.

19.1 Liquidated Damages

19.1.1 Trip Denials / Missed Trips:

(a) The Contractor will be assessed liquidated damages in the amount of $100.00 for any occurrence of a Trip Denial.

(b) The Contractor will be assessed liquidated damages in the amount of $200.00 for any occurrence of a Missed Trip.

19.1.2 On-Time Performance:

(a) The Contractor will be assessed liquidated damages in the amount of $1,000.00 for each month where the on-time performance for the month is below 80%.

(b) The Contractor will be assessed liquidated damages for each reported occurrence of a trip performed outside of the Service Window and prescribed below:

1) Between 31 minutes and 45 minutes after the Scheduled Pick-up Time	$4.00 per occurrence
2) Between 46 minutes and 60 minutes after the Scheduled Pick-up Time	$6.00 per occurrence
3) Between 61 minutes to 90 minutes after the Scheduled Pick-up Time	Trip Cost
4) 16+ minutes before the Scheduled Pick-up Time, Complaint Only.	$10.00 per occurrence
5) 121+ minutes after the Special Trip Request pick-up time	Trip Cost

19.1.3 Average Speed of Answer:
For each week where the weekly Average Speed of Answer, per queue and hour of operation, is greater than 45 seconds the Contractor will be assessed liquidated damages in the amount of $600.00 per week.

19.1.4 Rate of Calls Abandoned:
For each week where the average Rate of Calls Abandoned is greater than 8% after 10 seconds the Contractor will be assessed liquidated damages in the amount of $600.00 per week.

19.1.5 Average Hold Time:
For each week where the Average Hold Time per queue and hour of operation is greater than 2 minutes, the Contractor will be assessed liquidated damages in the amount of $750.00 per week. In addition, the County, at the Contractor's expense, reserves the right to hire and assign temporary reservation/call taking personnel to remain with the Contractor until such time as the call taking standards are met or exceeded for a full four (4) weeks of operation.

19.1.6 Customer Travel Time:
The Contractor will be assessed $500.00 for each month the Customer Travel Time is greater than 110% of the comparable fixed route travel time on more than 2% of the data captured.

19.1.7 Excessive Travel Time:
The County shall assess liquidated damages for each occurrence of excessive travel time as prescribed below:

a. $10 per trip if the travel time is between 10.1% and 50% of the Service standard (comparable fixed route)
b. $20 per trip if the travel time is between 50.1% and 100% of the Service standard (comparable fixed route)
c. Trip cost if the travel time exceeds by 100% of the Service standard (comparable fixed route)

19.1.8 Customer Complaint Ratio:
The Contractor will be assessed liquidated damages in the amount of $200.00 for each month where the Customer Complaint Ratio is greater than 0.5% of total trips provided.

19.1.9 On Board Equipment:

a. The Contractor will be assessed liquidated damages in the amount of $200.00 per vehicle per day for each day the Mobile Data Terminal or comparable technology is not installed or installed and not operational as specified in Section 14.5, On Board Equipment By the Contract.
b. The contractor shall be assessed Liquidated Damages in the amount of $100 per driver per vehicle per day in the event that the operator does not

logon or re-logon to an operational Mobile Data Terminal or comparable technology as required.

c. The Contractor will be assessed liquidated damages in the amount of $200.00 per vehicle per day for each day the AVL/GPS is not installed or installed and not operational as specified in Section 14.5, On Board Equipment By the Contractor.

d. The Contractor will be assessed liquidated damages in the amount of $200.00 per vehicle per day for each day the RFID reader is not installed or installed and not operational as specified in Section 14.5, On Board Equipment By the Contractor.

e. The Contractor will be assessed liquidated damages in the amount equal to the sum of all trips for which the data is not provided as required in Section 14.5 (B).

f. The Contractor will be assessed Liquidated Damages in the amount equal to the trip rate for all trips where driver fails to follow trip acknowledgement requirements specified in Sections 14.6 and 17.3

19.1.10 Invalid No-Show:

The Contractor will be assessed liquidated damages in the amount of $10.00 per trip when the Driver claims the Customer is a No-Show where the data from the AVL/GPS system does not support the claim, and Service was later rendered. If the Services were never rendered, the liquidated damages will be in the amount of $200.00.

19.1.11 System Safety:

The Contractor will be assessed liquidated damages in the amount of $1,000.00 for each month where the number of preventable vehicle accidents, as defined by the National Safety Council, is greater than three (3) per 100,000 revenue miles.

19.1.12 Scheduled Pick-up Time:

The Contractor will be assessed liquidated damages in the amount of $10.00 for each occurrence where the Scheduled Pick-up Time given to the Customer is changed after the reservation has been accepted by the Customer.

19.1.13 Driver's Manifest:

a. In the event a paper Driver's Manifest is used for a trip, per Section 25.2, Driver's Manifest, the Contractor will be assessed liquidated damages in the amount of the trip rate if information required under List A of Section 25.2, Driver's Manifest, is not properly documented on a Driver's Manifest or $10.00 per trip, if information required under List B of Section 25.2, Driver's Manifest, is not properly documented on the Driver's Manifests.

b. The Contractor will be assessed liquidated damages in the amount of $200.00 per one-way trip documented on the Driver's Manifest, provided to the County for payment and subsequently proven to be invalid or the trip did not occur. In addition, the County will request immediate removal of the offending Chauffeur, and/or, if utilized, may request the immediate removal of the offending subcontractor from Services under the Contract. Within two weeks of notice by the County to the Contractor of an invalid Driver's Manifest, the Contractor shall submit to the County a correction plan of the Contractor's steps to prevent repeated offenses. The correction plan shall be implemented by the Contractor as stipulated by the County. Said liquidated damage shall be in addition to the County not being charged for such trip.

19.1.14 Reporting:

The Contractor will be assessed the following liquidated damages for failure to submit on a timely basis the reports required in the corresponding sections. The liquidated damages shall also be assessed if documentation is submitted with missing information until the proper documentation is submitted.

i. Complaint Responses: The Contractor shall be assessed liquidated damages in the amount of $10.00 per complaint per day, when a response to a Complaint is not submitted as required in Section 13, Program Feedback and Response.

ii. Vehicle Documentation: The Contractor shall be assessed liquidated damages in the amount of $55.00 per day, when documentation is not submitted for inspected vehicles as required in Section 20.3, Vehicle Inspections and Documentation Requirement.

iii. Chauffeur Standards: The Contractor shall be assessed liquidated damages in the amount of $55.00 per day, when documentation is not submitted for a Chauffeur who had complied to the requirements in Section 20.7, Chauffeur Standards and 28.3, Chauffeur Documentation.

iv. Training: The Contractor shall be assessed liquidated damages in the amount of $55.00 per day, when documentation is not submitted as required in Section 28.4, Proof of Training.

v. DBE Reports: The Contractor shall be assessed liquidated damages in the amount of $60.00 per day, when a report is not submitted as required in Attachment J, Miami Dade County Special Transportation Services DBE/EEO Requirements.

vi. National Transit Database (NTD) Reporting: The Contractor and County agree in the event the Contractor fails to submit the NTD Report as required in Section 28.1, the Contractor shall be assessed liquidated damages in an amount equivalent to the federal funds the County would have been entitled to had the Contractor submit a timely report. The liquidated damages will be determined by collecting the data and calculating the amount that the revenue miles and passenger miles would have yielded.

vii. Capital Cost of Contracting: The Contractor shall be assessed liquidated damages in the amount of $60.00 per day, when a report is not submitted as required in Section 28.2, Capital Cost of Contracting.

viii. Data Submission: The Contractor shall be assessed liquidated damages in the amount of $1000.00 per day, when trip data, as required in Section 14.5, On Board Equipment, Section 28.5, On-Time Performance and Section 28.6, Cancellation and No-Show, is not submitted to the County.

ix. ACD Report: The Contractor shall be assessed liquidated damages in the amount of $40.00 per day, when a report is not submitted as required in Section 28.7, ACD Report.

x. Performance Target and Action Plan Report: The Contractor will be assessed liquidated damages in the amount of $100.00 per day, when a

report is not submitted as required in Section 28.8, Performance Target and Action Plan Report.

xi. Drug and Alcohol Reporting: The Contractor will be assessed liquidated damages in the amount of $50.00 per day, when a report is not submitted as required in Section 28.9, Drug and Alcohol Reporting.

xii. Accidents and Incidents: The Contractor will be assessed liquidated damages in the amount of $45.00 per day, when an accident or incident report is not submitted as required in Section 34, Accidents and Incidents.

xiii. Annual Pro-forma: The Contractor will be assessed liquidated damages in the amount of $60.00 per day the annual pro-forma operating report is not submitted as required in Section 28.12, Pro-forma Statement.

xiv. For any other report(s) or plan(s) that are required in accordance with the Contract or requested by the County in conjunction with the Contract, the Contractor will be assessed liquidated damages in the amount of $100.00 per day, when the report or plan is not submitted as stipulated. In the event a due date is not specified herein or in the County's request, the liquidated damages will begin to be assessed after two (2) days from the request being made.

19.1.15 Mobile Radio:
The Contractor shall be assessed liquidated damages in the amount of $50.00 per day per vehicle for an in-operable or missing two-way mobile radio or communication system as required in Section 20.2 (c) (xi).

19.1.16 AM/FM and Satellite Radio:
The Contractor shall be assessed liquidated damages in the amount of $10.00 per occurrence of a Chauffeur playing an AM/FM radio, satellite radio, or other audio equipment when Customers are in the vehicle, as determined by the County or valid Customer Complaint.

19.1.17 Air Conditioning:
The Contractor shall be assessed liquidated damages in the amount of $25.00 per trip of a vehicle with a non-functioning air conditioner including if the Chauffeur fails to turn the air conditioner on, as determined by the County or valid Customer Complaint.

19.1.18 Cell-Phones or Other Electronic Devices:
The Contractor shall be assessed liquidated damages in the amount of $50.00 per occurrence a Chauffeur uses a cell phone or other electronic devices while operating a vehicle, as determined by the County or valid Customer Complaint.

19.1.19 Unauthorized Chauffeur or Vehicle:
The Contractor shall be assessed liquidated damages in the amount of the trip rate per trip performed by an unauthorized vehicle or Chauffeur, in cases where the Contractor was advised by the County that the vehicle or Chauffeur is unauthorized or when the vehicle or Chauffeur is placed into service when not properly certified. Said liquidated damage will be in addition to the County not being charged for such trip.

19.1.20 Improper Wheelchair Tie-Down:

a. The Contractor shall be assessed liquidated damages in the amount of $100.00 per occurrence of the Chauffeur's failure to secure a wheelchair according to

procedures shall result in liquidated damages of $50.00 per incident. The driver responsible must be re-trained within twenty four (24) hours. Repeat offenders with two incidents within a twelve (12) month period shall be removed from the Contract.

b. The Contractor shall be assessed liquidated damages in the amount of $500.00 per incident for failure to secure a wheelchair according to procedures that result in injury to the passenger. The Chauffeur responsible shall be removed from the Contract.

c. Customer Seatbelt: The contractor shall be assessed liquidated damages in the amount of $100.00 per incident per customer for any violation of this safety standard determined to be valid by the County.

19.2 Periodic Review

The County and the Contractor may annually review Section 19, Liquidated Damages for adjustments. The County will make the final decision regarding any adjustments.

19.3 Assessment of Liquidated Damages

a. Customers authorized for STS Service are reliant on the service for daily and critical activity. A failure on the part of the Contractor results in serious disruptions to lives and livelihood.

b. The sum of individual liquidated damages assessed by the County against the Contractor will be deducted from payments due to the Contractor for service rendered to County.

c. The County will notify the Contractor of liquidated damages intended to be assessed. Should the Contractor wish to appeal any liquidated damages, the Contractor shall submit a request to appeal specific liquidated damages to the County within fourteen (14) business days after notification of the County's intent to assess liquidated damages is issued to the Contractor. Following receipt of the Contractor's request to appeal, the County will contact the Contractor to schedule a meeting to proceed with MDT's appeals process. Failure to submit a request to appeal as specified will be deemed by the County as the Contractor's acceptance of said liquidated damages and will result in final assessment. Appeals will be finalized by the Miami-Dade Transit Department Director or designee.

d. The assessment and/or appeal of liquidated damages will not delay payment less the liquidated damages amount.

19.4 Force Majeure

a. The Contractor will not be in default or penalized because of any failure to perform the Contract if the failure arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of these causes are (1) acts of nature; (2) acts of law enforcement such as public road closures or restrictions; and (3) acts of war, civil disobedience or terrorism. Traffic congestion and/or rain are not considered an excusable delay unless major arteries are closed, or limited, thereby significantly affecting the normal flow of traffic.

b. The force majeure provisions will not apply and the Contractor shall be deemed in default if:

1. The Contractor services were obtainable from another service provider; or

2. The County ordered the Contractor, in writing, to purchase these services from another source and the Contractor failed to comply reasonably with this order.

c. The County will ascertain the facts and extent of the Contractor's failure to perform. If the County determines that any failure to perform resulted from one or both of the causes above, the County shall assess liquidated damages or terminate the Contract for default as a result of such failure to perform.

20. Transportation (Vehicle and Chauffeur) Standards

20.1 Display of Decals on Vehicles

The Contractor shall ensure all STS permitted vehicles used in providing Services under the Contract display on the exterior side doors of the vehicle a 12" X 18" decal. Graphics and other specifications will be provided by the County. In addition, all vehicles shall display the County assigned permit number on all four corners of the vehicle.

20.2 Vehicle Standards

a. The Contractor shall ensure that vehicles used in the provision of services under the Contract comply with or exceed the manufacturer's safety and mechanical standards for the particular vehicle and model, FDOT Rule 14-90, and applicable standards set by PTRD regulations.
b. The Contractor shall ensure that vehicles used in the provision of Services under the Contract shall not exceed six (6) model years during the contract period.
c. All Contractor's vehicles, including the Contractor's Backup vehicles, used in providing services under the Contract shall:

i. Have a rear-view mirror, and side-view mirrors mounted on both sides of the vehicle.

ii. Have a functioning interior light within the Customer(s) compartment.

iii. Have functioning window and door mechanisms which ensure that all access doors and windows are capable of being opened from the inside and outside and remain closed and secure during travel.

iv. Have a functioning speedometer indicating speed in miles per hour and a functioning odometer correctly indicating distance in tenths of a mile.

v. Be equipped with operational heater ventilation/air conditioning systems. If the system of a vehicle becomes inoperable during service provision, the vehicle shall be removed from Service within two (2) hours.

vi. Have exterior free of grime, oil, or other substances and free from cracks, breaks, dents, and damaged paint that noticeably detracts from the overall appearance of the vehicle, with the exception of normal wear and tear.

vii. Be equipped with hubcaps, wheel covers, or wheels designed not to require caps/covers.

viii. Have all body molding in place, or if removed, holes shall be filled and painted.

ix. Have passenger compartment that shall be clean and without torn upholstery or floor coverings, damaged or broken seats, protruding sharp edges, vermin, or insects. The floor shall be kept free of unsecured objects at all times.

x. Have unobstructed vision on all sides.

xi. Be equipped with an operable two-way mobile radio or any other two-way communication system which affords contact with the vehicle during all hours of operation. Beepers are not an acceptable substitute. If portable radio/cell phone communication systems are used, Chauffeurs shall use "hands-free" radio accessories.

xii. Have installed or assigned an operable AVL/GPS equipment, mobile data terminals, and Long Range RFID readers in accordance with Section 14.5.

xiii. Meet all safety and mechanical standards established by County Codes, Florida State Statutes, Passenger Transportation Regulatory Division (PTRD) and Federal regulations, if any and have passed all required inspections.

xiv. Not have leaks of any kind, including fumes.

xv. Be equipped with a functioning horn.

xvi. Have an operable seat belt for each passenger seat (based on capacity of the vehicle) and driver seat.

xvii. Have fully charged, certified and non-expired fire extinguishers per applicable code.

xviii. Vehicles which provide non-emergency wheelchair services shall secure each wheelchair using a four-point tie down strap and shall secure each customer using a lap belt and shoulder harness. While in service, each lift/ramp-equipped vehicle shall maintain on-board a sufficient number of chair and customer tie-downs to meet the vehicle's maximum wheelchair passenger capacity. Tie down straps shall be clean and well maintained.

xix. Have a manual backup to its lift system as required by 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.

20.3 Vehicle Inspections and Documentation Requirements

a. The Contractor shall maintain an accurate list of all vehicles providing Services under the Contract, including but not limited to, specific type of vehicle, County operating permit numbers, vehicle identification numbers (VIN), and STS Certificates of Transportation numbers issued by the County. The information shall be provided to the County on the fifth (5th) of each month and at any other time requested by the County. The Contractor shall provide the County with proof of vehicle permit, licensing and a passed For-Hire Vehicle inspection conducted by PTRD for all vehicles to provide Services under the Contract prior to initiating Service. The Contractor shall notify the County within twenty-four (24) hours of vehicles being removed from Service, of any permit changes, and any

other changes as they occur. Legible copies of PTRD Form TD42 or Vehicle Inspection Report, as may be changed from time to time, will suffice. All vehicles shall be made available for inspection during normal business hours by the County, at its discretion. PTRD inspection costs shall be paid by the Contractor.

b. The County further reserves the right to order the immediate removal from Service any vehicle of the Contractor not in compliance with any standards referenced herein or required by any other local, State or Federal laws.

c. The Contractor shall maintain, at minimum, and document a spare vehicle ratio of 5% of the total fleet.

d. The Contractor shall provide the County a certificate of insurance for each vehicle in accordance with Section 31-206 of the Code, even if the Contractor utilizes subcontractor to perform any part of the Contract.

20.4 Child Restraint

The Contractor shall ensure that Chauffeurs comply with Florida Statute Chapter 316.613, Child Restraint Requirements when transporting a child five (5) years of age or younger. When reserving trips for Customers, the Contractor's personnel shall determine if child restraint devices are required for the Customer or Companion. Child restraint devices are provided by Customers.

20.5 Personal Care Attendants (PCA), Companion, and Service Animals

a. Only one PCA is allowed per Customer. No fare shall be collected from the PCA. The Contractor shall not bill the County for trips taken by PCAs and the Contractor will not be paid for PCAs. The County will not deduct fare for PCAs from the Contractor's trip rate.

b. One Companion may travel with a Customer, in addition to the PCA, provided that the Companion and Customer are picked up and dropped off at the same address. Companions shall ride on the basis of available space and pay the same fare as the Customer. See Section 30, Fares and Accounting, for fares collected from Companions.

c. No fare shall be collected for a service animal. The Contractor shall transport in a vehicle no more than one (1) Customer with a service animal for a trip. The Customer may request to bring an additional service animal. A Companion and PCA shall also be allowed to accompany each Customer with a service animal.

20.6 Use of Vehicles

When a vehicle is being used in providing Services, the Contractor shall ensure that it transports only County authorized Customers in that vehicle.

20.7 Chauffeur Standards

a. Prior to placing a Chauffeur in Service, the Contractor shall conduct a thorough driver's license check for a minimum of five (5) years in the past to ensure that all newly hired Chauffeurs providing Services under the Contract will have no history of DUI, DWI, reckless driving convictions, leaving the scene of an accidents, or any other serious offenses. The Contractor shall ensure that all newly hired Chauffeurs providing Services under the Contract shall have no more than three (3) moving violation points on their State drivers and/or chauffeurs license within the last three (3) years. Prior to placing a Chauffeur in Service, the Contractor shall obtain a nationwide criminal background check by fingerprint through the National Crime

Information Center (NCIC). This shall include, as a minimum, any history of convictions for crimes against children or vulnerable adults in any state to ensure that all newly hired Chauffeurs providing services under the Contract will have no history of such offenses. Records of criminal background checks shall be kept on file by the Contractor and made available to the County upon request. The Contractor shall review Motor Vehicle Reports bi-annually (twice a year) for all Service Chauffeurs and perform NCIC background checks annually to ensure that all of the requirements stated herein for newly hired Chauffeurs are applicable to all Chauffeurs at the time of each bi-annual review. If the Contractor becomes aware of any Chauffeur not in compliance with the requirements stated herein, the Contractor shall immediately remove the Chauffeur from Service.

b. MDT's STS Accident Review Committee will review all Chauffeurs' accidents. Following its review, the Committee will require the Contractor to remove any Chauffeur it deems in the best interest of the County.

c. The Chauffeur is required at all times to prominently display his or her Miami-Dade County Chauffeur's Registration in clear view of the Customer, when providing transportation services. Chauffeurs shall notify the Contractor immediately of any citation, arrest, or suspension or revocation of driver's license or Miami-Dade County Chauffeur's Registration. The Contractor shall notify the County of any Chauffeur who has his/her Driver's License or Miami-Dade County Chauffeur's Registration suspended or revoked by close of business the next business day after such notification by the Chauffeur. The Contractor shall also immediately notify the County of all Chauffeur resignations or terminations.

Prior to placing a Chauffeur in Service, the Contractor shall ensure the Chauffeur has a current/active Miami-Dade County Chauffeur's Registration approved by the County.

20.8 Chauffeur Duties:

The Contractor shall ensure that Chauffeurs used to provide Service under the Contract:

i. Have and maintain the driving record standards from start of services.

ii. Perform their duties with due regard for the safety, comfort, convenience, and courteousness for Customers and their property utilizing all required equipment, including the Mobile Data Terminal or comparable technology.

iii. Prior to daily Service start, ensure that wheelchair Service vehicles have a sufficient number of passenger securement devices, a sufficient number of wheelchair tie-down straps and securement devices to secure wheelchairs in accordance with ADA regulations, and that all securement devices are functioning properly. Wheelchair passengers shall be secured in either a forward or rearward facing position using a four-point tie down for the wheelchair and a lap belt and shoulder harness for the wheelchair passenger. The ADA prohibits the Chauffeur from securing wheelchair passengers in a sideways facing orientation. Tie-down straps and lap and shoulder belts shall be maintained in good condition, kept clean (so as not to soil the customer's clothes) and properly stored in an off-the-floor rack, cabinet or pouch when not in use. Straps and tie-downs shall not be left on the vehicle floor as they damage the passenger's wheelchair wheels.

iv. Comply with all applicable Federal, State and County laws, regulations and licensing requirements, including drug testing.

v. Maintain a current valid Miami-Dade County Chauffeur Registration and State of Florida Driver's License, or Commercial Driver's License, if required, and complete all training requirements herein.

vi. Notify the Contractor, upon receipt of a citation, arrest, and/or suspension, revocation, or cancellation of license. This notification shall be immediate if operating a vehicle at the time of such loss of privilege or prior to operating a vehicle.

vii. Provide door-to-door service. This is defined as getting out of the vehicle and opening and closing the vehicle door when Customers enter or exit the vehicle. Provide assistance to or from the main accessible entrance at the pick-up location to the vehicle and from the vehicle to the main accessible door at the place of destination. This does not include bodily lifting of any Customer. The Chauffeur shall not be required to leave the line of sight of the vehicle to provide assistance.

viii. Appropriately announce their presence at the specified entrance (indicated on the Driver's Manifest) of the building of trip origin in an attempt to locate the Customer, if the Customer does not appear for pick-up at the scheduled time. Sounding horn does not constitute an appropriate announcement and is prohibited.

ix. Contact the dispatcher before leaving a designated location without picking up the Customer, when encountering problems such as Customer not being ready, Customer not waiting at the designated pick-up location, incorrect addresses, or addresses which are inaccessible to wheelchairs. If the Chauffeur arrives at the pick-up location on time or within the Service Window, and the Customer is not there, the Chauffeur shall immediately contact the dispatcher to advise of the situation. The dispatcher shall contact the Contractor and obtain authorization from the Contractor for the Chauffeur to leave. The Contractor shall attempt to locate the Customer. If the Contractor cannot locate the Customer or the Customer does not respond within five (5) minutes after the Chauffeur's arrival time, the Contractor shall advise the dispatcher to instruct the Chauffeur to leave without the Customer. It is at this point, that the Customer is declared a No-Show. When the Driver arrives outside of the Service Window, the same process for notification and authorization described herein shall apply. In no event, shall a Customer be designated as a No-Show if the Chauffeur fails to arrive within the Service Window or fails to comply with the notification and authorization requirements within this paragraph.

x. Ensure the Chauffeur does not transport a Customer prior to the Scheduled Pick-up Time, as defined by the Service Window, unless the Customer has given the consent to leave early. Chauffeur's arriving before the Scheduled Pick-up Time, shall wait five (5) minutes past the Scheduled Pick-up Time before requesting authorization to leave without the Customer. The Contractor shall not cancel Customer trips in advance of the trip when the Customer is not reachable by phone.

xi. Call dispatcher or designee as required by the Contractor or County to provide a status update when he or she is running 30 minutes after

Scheduled Pick Up time, and when an unexpected event, accident, or incident occurs.

xii. Wear clothing which is clean, neat, and professional in appearance and wear shirts with collars and a logo identifying them as a representative of the Contractor or subcontractor, if utilized.

xiii. Ensure that there is no smoking, alcoholic beverage consumption, and/or eating in vehicles by the Customers or Chauffeurs.

xiv. Ensure that no playing of audio/visual equipment in vehicles is permitted unless such equipment is used by a Customer with a headset and kept at a level not audible to other Customers or the Chauffeur. Chauffeurs may not play audio or video equipment while Customers are in the vehicle with the exception of dispatch radios which are permitted.

xv. Conduct Customer screening by comparing the picture on the Mobile Data Terminal or comparable technology (if the Option of Section 39.3 is exercised by the County) to the Customer.

xvi. Vehicle location announcement by the Chauffeur shall be made every fifteen (15) minutes and upon request by the Customers.

xvii. Execute trip functions using Mobile Data Terminals or comparable technology.

20.9 Chauffeur Conduct:
The following acts are not permissible by Chauffeurs when providing Services for the Contract or while on County premises:

i. Use liquors, narcotics or controlled substance of any kind (excluding doctors' prescriptions which do not impair Chauffeur's driving ability) while on duty or not report to duty under the influence of such products.

ii. Gambling in any form.

iii. Smoking and other uses of tobacco while on duty except in places or at times designated for that purpose. Smoking is never permitted in service dedicated vehicle even when Customers are not being transported.

iv. Carrying of pistols, firearms, or concealed weapons.

v. Resorting to abuse or physical violence to settle a dispute with a fellow employee, Customer or the general public while on duty. In self-defense, a Chauffeur may use no more force than is reasonably necessary.

vi. Use of loud, threatening, indecent or profane language and/or making threatening or obscene gestures toward Customers or others.

vii. Physically touching and/or assisting a Customer without first obtaining the Customer's permission to do so.

viii. Unprofessional conversation, behavior, jokes, or comments which can be construed as sexual harassment or offensive to others.

ix. Entering a Customer's home.

x. The use of a cell phone or other electronic devices while operating a vehicle.

xi. Playing an AM/FM radio, satellite radio, or other personal audio equipment when Riders are in the vehicle.

20.10 Complaints against Chauffeurs, Dispatchers, or Personnel of the Contractor
Complaints against Chauffeurs, dispatchers or other Contractor's personnel will be taken by the County. The County may request removal of Chauffeurs, dispatchers, or other Contractor personnel from Services under the Contract in the event a personnel is determined by the County of not handling calls, reserving trips, providing Late Vehicle Assistance, or otherwise assisting Customers in an efficient, knowledgeable, and courteous manner based on the County's audit or five (5) valid Complaints from five (5) different Customers. In cases where the Contractor disputes the validity of a Complaint, the County will make the final determination.

21. Training

21.1 The Contractor shall ensure standardized training of all personnel providing Services under the Contract, using the Project Action ADA Training Program, prepared by the American Bus Association, unless an alternate manual is approved by the County in writing.

21.2 The Contractor shall ensure that Chauffeurs who are involved in two (2) preventable accidents, as defined by the National Safety Council, in a 12-month period, and will continue to provide services, attend a refresher Defensive Driving Training.

21.3 The County reserves the right to require additional training of any or all of the Contractor's personnel, including Chauffeurs and dispatchers, as deemed necessary by the County. The County will not be liable for any costs associated with such trainings.

21.4 The Contractor shall also ensure that, at minimum, four (4) hours of refresher training is provided annually to all personnel. This includes any and all specialized training requirements which may be determined at the discretion of the County. The Contractor shall allow Customers to participate in the training as designated by the County, such as acting as a customer in a mock training session.

21.5 The Contractor shall, at a minimum, include the following trainings in its training program and shall ensure that the trainings are completed by all personnel prior to start of service provided, with the exception of Defensive Driving Training which only Chauffeurs are required to complete. Any Chauffeur found not in conformity with the training requirements may be deemed unauthorized to perform trip. Said Chauffeur may be removed from providing Service under the Contract until subsequently trained.

21.5.1 Defensive Driving Training: As offered by the Broward-Dade Safety Council or the National Safety Council. Defensive Driver Training shall include, but not be limited to the following:

i. Techniques of steering, acceleration, and braking.
ii. Time and distance braking and intersection stopping test.
iii. Right/left hand turns, changing lanes, and passing.

iv. Intersections, backing, parking, adverse weather conditions, and expressway driving.

21.5.2 Understanding the Department of Transportation (DOT) Americans with Disabilities Act of 1990: Training shall include, but not be limited to the following:

i. Basic explanation of general purpose and scope of legislation designed to eliminate discrimination against individuals with disabilities.
ii. Basic explanation of DOT ADA service requirements and Chauffeur responsibilities.

21.5.3 Passenger Assistance Techniques (PAT) or Equivalent Training: To ensure sensitivity to and safe transport of persons with disabilities, training shall include, but not be limited to the following:

i. Basic professional courtesy, customer service, and the elimination of attitudinal barriers.
ii. Passenger assistance techniques for Customers with: wheelchairs including four-point wheelchair tie down procedures, walkers, canes, crutches, speech impairments, vision impairments (including sighted guide techniques), hearing impairments, mental/cognitive impairments, Alzheimer's Disease, seizure disorders, and a basic explanation of dialysis treatment and its effect on the Customer's stamina during transport.
iii. Dealing with service animals.
iv. Prohibition against transport to any destination other than the address on the Driver's Manifest unless authorized by the Contractor or County.
v. Definition of PCA versus Companion(s) and impact on fare collection.
vi. Sexual Harassment and accordance to the County's guidelines.

21.5.4 Program Policies and Procedures: To ensure full understanding of all Program policies and procedures, training shall include but not be limited to the following:

i. Full coverage of the Contract definitions and general responsibilities of the Contractor and other pertinent sections including but not limited to Section 20, Transportation (Vehicle and Chauffeur) Standards; Section 21, Training; Section 28, Required Reports; Training on Mobile Data Terminal or comparable technology etc. Emphasize that Chauffeurs cannot require Customers to leave before the Scheduled Pick-up Time and cannot enter classrooms, medical offices, etc. to try to convince Customers to leave early.
ii. STS Program Rules (see STS Rider's Guide).

21.6 The Contractor will be responsible for all costs for any training required for driver certification or vehicle inspections outside the normal business hours of the PTRD.

22 Marketing/Customer Service and Information

a. Each Program vehicle shall display a sign designed and provided by the County that lists the County's toll-free STS Customer Service telephone number, TD Help Line, the TDD/TTY phone number, and Florida Relay number (711) to be used by Customer's who wish to report Complaints or commendations.

b. Chauffeurs will, when requested by the County, hand out notices to Customers.

c. The Contractor's Project Manager or management level designee shall attend the monthly STS Rider's Meeting to address Customer concerns.

d. The Contractor shall provide at least one personnel available for presenting information to the public or County officials (public relations) upon request by the County.

In the event the Contractor is contacted directly by non-County representatives with a request for STS statistics, plans, and/or information for publication in newspapers, magazines, or any other media form, including interviews, the Contractor shall channel all response/information through the County for prior approval before release. This requirement should not be considered a limitation to the requirements of Public Records Law under Florida Statues. The Contractor is prohibited from facilitating, distributing or advertising STS applications, taking any action designed to solicit new Customers, market service availability, offer free service and/or otherwise promote ridership unless a marketing campaign is authorized in writing by the County.

23 Telephone System Requirements

a. The Contractor shall obtain, provide, and maintain a telephone system that has a local telephone number (main number) to be used for all STS Service Area calls from Customers for service requests regarding the STS Program (except those services precluded by the County). In addition, the Contractor shall obtain, provide, and maintain a toll-free number for all STS service area calls with the same characteristics as the main number or feeding into the main number. At least one (1) TTY/TDD telephone with an independent phone line shall be staffed and in working condition in accordance with the hours established per Section 10, Hours and Days of Service. The Contractor shall provide Customers requiring the use of a Telephone Relay Service a special telephone number and give the line priority assistance.

b. The telephone system shall provide, at a minimum, automated menu driven options in multiple languages with selections for all services, as determined by the County, regarding the STS Program. The telephone system shall include an option to connect to the County's STS Customer Service Line, Certification Office, or other MDT office. The Contractor shall ensure that calls are automatically transferred to the County's main telephone number or designated queue based on the Customer's selection.

c. The Contractor shall maintain adequate telephone lines, staff and supervision to ensure the average weekly telephone statistics, as specified herein, are met. In addition, the equipment and lines shall be structured with sufficient capacity to preclude busy signals. The Contractor shall provide all new telephone equipment including ACD at the Contract Start Date. The ACD equipment shall be capable of tracking and tabulating statistics including, but not limited to, the number of incoming calls, the number of abandoned calls, the average time on hold per call, the average length of a completed phone call, the average agents per hour, and producing reports in a daily, weekly, or monthly format. The Contractor shall provide the County access to ACD reporting tools via an Internet Secure Sockets Layer (SSL) accessible connection.

d. The telephone system shall also have the ability to interface with an Interactive Voice Response System.

e. The Contractor shall provide Service announcements, as approved or required by the County whenever Customers are "on hold". The County reserves the right

to require the Contractor to utilize up to five (5) dedicated lines and call taking staff to work with County call takers to address and resolve Customer late vehicle issues.

f. Thirty (30) days prior to expiration or upon notice of termination of the Contract, the Contractor shall transfer ownership of the phone number(s) and TTY/TDD number for STS calls to the County. Any costs or fees related to the transfer of the phone number/phone service to the County shall be borne by the Contractor.

24 Facilities and Other Requirements

a. The Contractor shall adequately provide facility(ies) and furniture for the operation of Services specified under the Contract. The Contractor shall also certify that any existing mechanical and structural infrastructure of the office facility was constructed in accordance to the County and local city Building Code.

b. The Contractor shall have sufficient backup power and utilities to maintain standalone operations for the service hours of the Contract in the event of power failure from a sustained emergency or temporary event.

c. The Contractor shall ensure that any facility lease/rental agreement entered into for the purpose of establishing the Trip Center shall include language granting the County the right of first refusal, in general, the right to lease the facility before an offer is made available to others, with the same terms and conditions as existed between the space provider and the Contractor.

d. The Contractor shall ensure that at least one (1) furnished office space is established for County use within the Trip Center.

e. The Contractor shall have facility(ies) ready for operation at least 30 days prior to the Contract Start Date. The County will inspect the Contractor's facilities to ensure readiness of the facility(ies) to provide Services. The inspection will consist of checking all existing computer network cabling in the facility(ies) of the Contractor, and subcontractors if any. The Contractor shall correct any computer network cabling that is not compliant with the County and local City Building Code, prior to a final inspection and any additional cabling to be installed by the County. After a final inspection, the County may find the Contractor in default of the Contract if the County declares the facility not ready as stipulated. The County's determination that the facility(ies) is ready for operation following a final inspection is a condition of issuance of the Notice to Proceed.

f. If during the term of the Contract, the County acquires facilities for the Contractor's operations, the Contractor shall be required to relocate to such facilities. Relocation costs will be negotiated between the County and Contractor prior to the move.

g. The Contractor's Trip Center facility shall be located in the Miami-Dade County.

25 Record Keeping and Data Collection

The Contractor shall provide the County with the service operation data, reports and information described below. In addition, the Contractor shall assist the County with the collection of service information required by the federal government and conducting periodic surveys of Customers, as well as any other information the County may find necessary to obtain that may not be provided via the County's Computer System. The

Contractor shall submit to the County any reports relating to the Contract within twenty-four (24) hours of a written request from the County, unless otherwise specified. All paper documents submitted by the Contractor to the County in an original format must be completed in blue ink to certify as an original document. No changes shall be made to an original document unless made by the originator or the Contractor's Project Manager and change clearly indicated and initialed.

25.1 Required Records

The Contractor shall deliver to the County all records and accounts including property, personnel, and financial records to ensure proper accounting for all Project funds. All records regarding the Contract are considered public records under Florida Statute. The system of accounting for Project funds shall be in accordance with generally accepted accounting principles and practices, consistently applied, and in accordance with any applicable local, Federal, and State laws or regulations.

25.2 Driver's Manifests

Chauffeurs shall receive the daily trip information electronically from the County's Computer System, through the mobile data terminals, and use the mobile data terminal to execute trip functions for data to be transmitted back to the County's Computer System. In the event the trip information is not transferred electronically between the mobile data terminals and the County's Computer System for any reason, such as network outages, the Contractor shall ensure that the County is notified immediately that data cannot be transferred electronically and paper Driver's Manifests will be used for the affected trips. The Contractor shall input into the County's Computer System the actual Chauffeur arrival times for all the affected trips performed. If manual data entry from the Driver's Manifest is used, the Contractor shall verify that the information provided on the Driver's Manifest is correct and take immediate corrective action with Chauffeurs or other personnel that are falsifying on-time reporting information. The Contractor shall provide within 24 hours of completion, the original, untampered Driver's Manifests. The Contractor shall ensure Drivers have an adequate supply of Driver's Manifests available at the beginning of each shift. Data items which the Contractor shall retain on the Driver's Manifest include, but are not limited to:

List A

i. Trip ID Number
ii. Customer ID Number
iii. Customer's Name
iv. Customer's Trip Origin (Address)
v. Customer's Trip Destination (Address)
vi. Signature of Customer(s), or a designation of Unable-To-Sign (U.T.S.) only the eligible Rider may sign. When Client is unable to sign due to his or her disability, the Driver shall sign "U.T.S." in the signature line and accompany the Driver's Manifest with the appropriate form provided by the County. No third party may sign on behalf of the Client.
vii. Transporting Chauffeur's printed name, signature and Chauffeur's Registration Number (also known as Hack License)
viii. Transporting Vehicle Number
ix. Any unauthorized changes to the Driver's Manifest.

List B

i. Passenger Miles
ii. Scheduled Pick-up Time
iii. Actual Pick-up Time

iv. Actual Drop-off Time
v. Fare Collected or fare media, as required
vi. Companions and/or PCAs transported, as applicable
vii. Trip Status
viii. Fare Zone assigned, if applicable
ix. Actual vehicle odometer reading for each stop point (trip odometer may not be used).

25.3 Customer File and Reservation

a. Any personal data such as address or telephone numbers which needs to be updated in the Customer file shall be immediately communicated to the County by the Contractor's personnel as necessary to reflect current information. The Contractor shall not change Customer eligibility or Customer file data.

b. Reservations data entered by the Contractor into the County's Computer System shall include, but is not limited to, Requested Pick-up Time, Negotiated Pick-up Time, Scheduled Pick-up Time, requested drop off time (if applicable), date of request, Companion, PCA, service animal, mobility aides, trip type, special needs, special instructions, and person placing the request (if other than eligible Customer).

c. The Contractor shall have a documented manual method for accepting and processing reservations and Late Vehicle Assistance available in the event of a Computer System failure. Written procedures detailing the manual method and sample data, logs, in-take forms, and any other utilized documents shall be made available to the County from the Contractor as part of the Training Plan and Training Manuals required in Section 29.5. The data and logs completed from a manual intake occurrence shall be maintained and shall be made available to the County upon request. Any manual intake shall be entered into the Computer System by the Contractor as soon as it becomes available.

d. The Contractor shall maintain the eligible Customer's subscription records with up-to-date information. The Contractor shall review and confirm the accuracy of subscription trips as entered into the Computer System on an as needed basis, but at a minimum of monthly, and as required by the County.

e. The Contractor shall review the accuracy of trip history data entered into the Computer System prior to submitting an invoice to the County and at any other time as required by the County.

f. The Contractor shall provide other data or analysis as needed upon written request of the County.

25.4 Electronic File Requirements

a. The Contractor shall take all reasonable steps to independently review and correct data-entry omissions, errors and/or deficiencies found in the Computer System within County-defined computer access parameters which are available to the Contractor. In addition, the Contractor shall print, review, respond and assist with database correction as identified and required by the County.

b. The Contractor shall provide electronic files as requested by the County, including the Audit and Management Services, Office of Commission Auditors, and Office of Inspector General, and any statistical data relevant to the Services provided through the Contract which may be maintained independent of the Computer System. Such requests will be

sent to the Contractor in writing. 30 days prior to the issuance of the Notice to Proceed, the County will provide the Contractor the format and naming convention for all electronic file submissions that complies with the standards of the County's EDMS.

26 County-Furnished Property

a. County-furnished property means all property owned or acquired by or leased to the County and subsequently made available to the Contractor for use under the terms of the Contract. The County may deliver to the Contractor, for use in conjunction with the Contract, County-furnished property, including but not limited to, electronic location devices, radios, computer system, and computer equipment/peripherals together with any related data and information that the Contractor may request and is reasonably required for the intended use of the Service. County-furnished property provided to the Contractor will be formally documented in supplemental usage agreements/permits for record purposes and the Contractor shall use said property only for performing Services in conjunction with the Contract.

b. The County may, by written notice, take-back or substitute County-furnished property. The Contractor shall promptly take such action as the County may direct regarding the removal, acceptance, or disposal of County-furnished property. The County shall have access at all reasonable times to the premises in which any County-furnished property is located for the purpose of inspecting.

c. Title to County furnished property shall remain in the County. The Contractor shall maintain adequate property control records of County-furnished property in accordance with sound business practices.

d. Any property purchased by the Contractor for which the County has previously agreed in writing to reimburse the Contractor will be reimbursed for the property at a direct cost. Title of said property shall pass to and vest in the County.

e. Unless otherwise provided in the Contract, the Contractor, upon receipt of any County-furnished property, assumes the risk of, and shall be responsible for, any loss thereof or damage thereto except for reasonable wear and tear, and except to the extent that such property is consumed in the performance of the Contract or until the equipment is returned to the County.

f. The Contractor shall be responsible for loss or destruction of, or damage to, the County-furnished property provided under the Contract, including expenses incidental, that results from negligence, willful misconduct or lack of good faith on the part of the Contractor personnel to establish and administer a practice for the control, use, protection, preservation, maintenance, and repair of County-furnished property as required.

g. Upon completion or termination of the Contract, the Contractor shall return all County-furnished property not consumed in the performance of the Contract or not delivered to the County, as may be directed or authorized by the County.

27 Road Supervisors

The Contractor shall provide Road Supervisors to monitor trips. Road Supervisors shall monitor, at minimum, the pickup and drop-off times of Customers and develop a subsequent report of the findings, including pickup and drop-off times and the Customer's ID number. The Contractor shall compare these reports to the information in the County's Computer System to verify the monitored trips are valid. The Contractor

shall provide to the County the original, untampered reports with the Road Supervisor's original signature upon request.

28 Required Reports

The County will utilize its Computer System and the data provided through the Contractor's AVL/GPS, mobile data terminals or comparable technology, and any other available equipment to produce many Program reports. In the event data is not transferred or available through the Contractor's equipment and the County's Computer System, the Contractor shall provide the County and the County's Project Manager with an electronic file, or as specified by the County, of any of the Required Reports as listed herein, any ad-hoc reports, or records upon request. The electronic file shall be in the Adobe Acrobat PDF and Microsoft Excel formats as applicable. The Contractor shall submit any records or reports within two (2) business days relating to the Contract upon written request by the County.

28.1 National Transit Database (NTD) Reporting

The Contractor shall provide the County upon request Annual Reporting Statistics as required by the FTA NTD (formerly known as Section 15 Reporting), as defined in the annual FTA National Transit Database Reporting Manual and FTA Circular 2710.2A (or most recent version), "Sampling Procedures for Obtaining Demand Responsive Bus System Operating Data". The data collected shall consist of selected financial and operating data that generally describe mass transportation characteristics. Supporting documentation shall be submitted to the County if requested in writing. The contractor should obtain initial NTD preparation and annual updates as necessary. Records will need to be retained for three after the grant close-out by the County, if Federal funds are used, or a 5 year minimum after the Contract expiration date if no Federal funds are used. The contractor shall perform annual agreed upon procedures audit as required by the NTD.

28.2 Capital Cost of Contracting

Funding for Services provided under the Contract may be provided, in part, through a grant from the FTA. Additionally, the County intends to recover an amount equal to 80% of the allowable depreciation on equipment and facilities through federal funding. The FTA Circular 9300.1A entitled "Capital Cost of Contracting", details allowable depreciation expenses. The Contractor shall become familiar with, and comply with Circular 9300.1A in the completion of reporting under the Contract. Additional information, regarding the nature and use of capital equipment, may also be required based on the promulgation of the proposed Code of Federal Regulations rule 49 CFR 639, Capital Leases. The County retains the right to direct changes in the method of accounting used by the Contractor as it specifically relates to the Contract, if necessary, to comply with the provisions of this Section.

28.3 Chauffeur Documentation

The Contractor shall provide accurate monthly listing of all Program Chauffeurs with the type of vehicle each is trained to operate and a copy of each Chauffeur's Florida Driver's License and County Chauffeur's Registration. The list is due for each Chauffeur prior to start of Service and an updated listing of all Chauffeurs is due on the fifth (5th) of each month.

28.4 Proof of Training

The Contractor shall supply the County with proof within five (5) working days of the conclusion of each training session that all personnel to provide Services under the Contract have received all required training prior to the personnel providing Service. Proof is considered documentation signed by the trainer such as a certificate of

completion and shall specify the personnel's name, date(s), course title(s), course content, the number of hours of training, and registration number for Chauffeurs. Cumulative training reports, including refresher training reports of the Contractor's personnel, shall be submitted to the County upon request and verified and signed by the Contractor's personnel overseeing the training.

28.5 Automated Call Distributor (ACD) Report

The Contractor shall provide ACD Reports to the County weekly and shall specify hourly statistics for each queue, including the Average Speed of Answer, the Average Hold Time and the Rate of Call Abandoned for each day of operation. The report shall also indicate the hourly average number of agents working on each queue, each day. If the Contractor uses a subcontracted ACD vendor, the Contractor shall provide documentation from its ACD vendor, upon request by the County, specifying ACD Report definitions and explaining calculations used to achieve the Average Speed of Answer and Rate of Calls Abandoned specified in the Contract. The County may require other ACD data that can be produced by the system by advising the Contractor in writing.

28.6 Performance Target and Action Plan Report

Performance Standards as established in Section 18 shall be reviewed and reported by the Contractor on a monthly basis by no later than the 14th of the following month. The report shall include a specific plan of corrective action for each indicator that falls below the Minimum Required Performance Standard.

28.7 Drug and Alcohol Reporting

The Contractor shall provide the County quarterly management reports summarizing test results and annual management information system (MIS) reports of the results of the Contractor's anti-drug and alcohol misuse testing programs performed in compliance with 49 CFR Part 655. Additionally, by the 5th day of each month the Contractor shall provide a list of all Safety Sensitive Personnel to be included in the random testing pool for that month.

28.8 Productivity and Efficiency

The Contractor shall provide the County, upon request, detailed information to review efficiency of multi-loading algorithm, including mileage and trip time by segments.

28.9 Vehicle Revenue Hours

The Contractor shall report its Vehicle Revenue Hours provided on a weekly basis, relative to the weekly invoice. Revenue Hour is the amount of time for one vehicle as measured from the time of arrival at the first pickup of the day to the time of departure from the last destination of the day. Not included as part of revenue hours are lunch breaks, other breaks required by law, pre-trip inspection time, unscheduled/scheduled maintenance periods (breakdowns), accidents or any other event that prevents the vehicle from transporting passengers. Time spent fueling a vehicle, including driving to and from the fueling station, shall also be excluded from revenue hours. Time spent traveling from the drop off of one Customer to the pickup of the next Customer shall be considered as Vehicle Revenue Hours, even if the vehicle is empty during this period of time. Miles traveled during these Revenue Hours will determine the Revenue Miles.

28.10 Pro-forma Statement

a. The Contractor shall provide an annual pro forma statement. The pro forma statement is due to the County within ninety (90) days from a one-year period from the commencement of Services date for this resultant and each one-year period thereafter, and within thirty (30) days following termination of the Contract.

b. The pro forma shall provide the Contractor's projected revenue, gross income, net income, expenses, and excess or loss for the current year and each remaining contract year. The pro forma shall support the financial offer and capital investment, and outline any changes and developments affecting the Contractor's financial capacity to carry out the Contract and the annual cash flow. The pro forma shall reflect business activity for the Contract only.

28.11 Prepayment Solution Reports

The Contractor shall provide a monthly report to the County to support tracking of all transactions (sales, purchaser name and usage), financial reconciliation and auditing purposes with all prepayment transactions.

29. Manuals and Plans

29.1 Operations Manual

The Contractor shall develop and submit to the County for review and approval an Internal Operations Manual detailing all procedures to be used in the performance of Services and overall compliance with the Contract. The Operations Manual shall include a "Quality Assurance" section describing the specific actions the Contractor will take to ensure that Service performance meets the Service criteria specified in the Contract. The Internal Operations Manual shall be delivered to the County within 30 days after the Contract Award Date and is a condition for issuance of the Notice to Proceed by the County.

29.2 System Safety Program Plans (SSPP)

The Contractor shall provide to the County within thirty (30) days after the Contract Award Date, a System Safety Program Plan (SSPP) and a Safety Certification as required under Florida Statute 341.061(2)(a) and FDOT Rule 14-90 for itself and/or subcontracted carriers, if utilized under the Contract. Submission of the SSPP is a condition for issuance of the Notice to Proceed by the County. By January 15th of each succeeding year for the Contract, the Contractor shall re-certify its SSPP, in accordance with FDOT Rule 14-90, with the County. Services under the Contract will be contingent upon acceptance and approval by the County of the SSPP. The County may require revisions to the SSPP, as required by local, State or Federal requirements. The SSPP of the Contractor shall include the Contractor providing two personnel for participating on MDT's STS Accident Review Committee.

29.3 Disaster Recovery Plan

a. The Contractor shall work with the County in the event of a disaster that causes long-term outages.

b. The County's primary Computer System will be located at the County's Transit central computing facility. The Disaster Recovery Computer System will be located at a secondary County Transit computer facility. In the event of a disaster, the Disaster Recovery Computer System will provide total system functionality at a lower user capacity. The Contractor shall provide in its Disaster Recovery Plan the names of essential staff that will require access to the Disaster Recovery Computer System.

c. The Contractor shall develop and submit to the County for review and approval a Disaster Recovery Plan that provides the exact location of an alternate facility for long term outages caused by fire, flood, or other natural disasters that does not require evacuation and shall include details describing how the Contractor plans on

establishing access to the Computer System from its facility(ies) including business office, Trip Center, and vehicle base. The plan shall state the actions to be taken by the Contractor in the event of an emergency to protect County-furnished property, if applicable. The plan shall also provide sufficient detail to ensure that Service to the Customers will not be interrupted including manual procedures to be in place in the event of a Computer System failure. The Disaster Recovery Plan shall be delivered to the County within 30 days after the Contract Award Date and is a condition for issuance of the Notice to Proceed by the County. This plan shall be revised upon any changes in the location of the County's Computer System.

29.4 Hurricane/Emergency Evacuation Plan

The Contractor shall develop and submit to the County for review and approval a Hurricane/Emergency Evacuation Plan detailing procedures to be used in the event of a hurricane, nuclear explosion, civil disturbance, acts of terrorism, or any incident that requires evacuation. The plan shall include provisions for evacuating Customers and non-STS approved persons with medical conditions or disability to a public evacuation center. The plan shall establish directives and responsibilities for ensuring effective coordination and execution of emergency operation before, during, and after the emergency. The Hurricane/Emergency Evacuation Plan shall be provided to the County within 30 days after the Contract Award Date and is a condition for issuance of the Notice to Proceed by the County. The Contractor shall update the plan annually and shall provide the revised version to the County on April 1st.

29.5 Training Plan and Training Manuals

The Contractor shall develop and submit to the County for review and approval a Training Plan including a detailed curriculum, schedule and all Training Manuals to be used for training all Contractor personnel used to provide Services under the Contract. The Training Plan shall include a detailed training curriculum which shall be used to administer the training programs described in Section 21, Training. The Training Plan and Training Manuals shall be delivered to the County for approval by the County within 30 days after the Contract Award Date and is a condition for issuance of the Notice to Proceed by the County.

29.6 Start-up Data Submission To the County:

a. The Contractor shall submit the following data to the County:

i. List of names and responsibilities of the Contractor personnel who will be using the Computer System. This list shall be updated as needed with the most current personnel or upon request by the County. A completed County-furnished application form for each of the users who will require access to the Computer System. This shall be provided at least 30 days prior to the Contract Start Date.

ii. The number of workstations recommended for the provision of Services; this number shall be subject to negotiations and final County approval. Specifications for the personal computers for review and approval by the County. This shall be provided at least 30 days prior to the Contract Start Date.

iii. Information such as Chauffeur details, vehicle information, run availability, and any other information that needs to be input prior to utilizing the Computer System as required under the Contract. The Contractor shall upload the data to the County's Computer System. The Contractor shall start

providing Chauffeur information to the County at least 30 days prior to the Contract Start Date.

iv. The names of at least two (2) Intermediate-level computer users, primary and backup, as point of contact for support questions and issues to the County. At any given time, at least one of the intermediate-level computer users should be on staff to provide support. This shall be provided at least 15 days prior to the Contract Start Date.

v. The names of at least two (2) intermediate-level computer users, primary and backup, as the trainers. This shall be provided at least 60 days prior to the Contract Start Date.

vi. A list of the Contractor personnel that will require access to the Disaster Recovery Computer System. This shall be provided at least 15 days prior to the Contract Start Date.

vii. Provide a list of static IP addresses assigned to the Mobile Data Terminals or comparable technology at least 15 days prior to the Contract Start Date.

30. Fares and Accounting

30.1 The Contractor shall ensure that all chauffeurs providing Services under the contract record payments made by cash or prepayment solution, as applicable (See Section 30.5, Prepayment Solution) into the Mobile Data Terminal or comparable technology.

30.2 For trips where the Customer is required to pay a fare, the amount of the fare shall be shown on the Mobile Data Terminal or comparable technology, or paper Driver's Manifest if the mobile data terminals or comparable technology are not operational. The Chauffeur shall obtain payment of fare from the Customer and any Companions accompanying the Customer excluding Personal Care Attendants. The Contractor shall be solely liable for mishandled or missing fares that are collected in cash. The Contractor shall not invoice the County for the trip taken by the Companion. The fare collected from the Companion will be retained by the Contractor.

30.3 The Contractor shall provide the County with reports and records upon request, of the daily operations including an account of fares collected.

30.4 The County shall deduct the total trip fare from the total invoice even if the Contractor fails to collect the required fare.

30.5 Prepayment Solution:

30.5.1 The Contractor shall provide a fare prepayment solution that facilitates the prepayment of trips in advance for clients and service centers by accepting the following payment methods:

a. Cash
b. Check/e-check
c. Credit card (Payment Card Industry standard compliant: See PCI Data Security Requirements below)

30.5.2 Prepaid trips shall not expire. The prepayment solution must include the ability to generate reports for tracking all transactions, financial reconciliation and auditing purposes.

30.5.3 PCI Data Security Requirements

30.5.3.1 The Contractor with access to payment card cardholder data must adhere to the Payment Card Industry (PCI) Data Security requirements. The Contractor agrees that is solely responsible for security of cardholder data in their possession. The Contractor agrees that data can ONLY be used for assisting the County in completing a transaction, supporting a loyalty program, supporting the County, providing fraud control services, or for other uses specifically required by law.

30.5.3.2 The Contractor agrees to provide business continuity in the event of a major disruption, disaster or failure.

30.5.3.3 The Contractor will contact the County's Chief Security Officer immediately to advise them of any breaches in security where card data has been compromised. In the event of a security intrusion, the Contractor agrees the Payment Card Industry representative, or a Payment Card Industry approved third party, will be provided with full cooperation and access to conduct a thorough security review. The review will validate compliance with the Payment Card Industry Data Security Standard for protecting cardholder data.

30.5.3.4 The Contractor agrees to properly dispose sensitive cardholder data when no longer needed. The Contractor will continue to treat cardholder data as confidential upon contract termination.

30.5.3.5 The Contractor will provide the County's PCI Compliance Officer documentation showing PCI Data Security certification has been achieved.

30.5.3.6 The Contractor will advise the County's PCI Compliance Officer of all failures to comply with the PCI Data Security Requirements. Failures include, but are not limited to system scans and self-assessment.

30.6 Trips Not Provided

a. The Contractor shall ensure that trips which are not provided for any reason, such as No-Shows or Missed Trips, are not invoiced or paid for by the County.

b. The Contractor shall ensure Drivers report items left by Customers to the Contractor. The Contractor shall log, be responsible for securing the item, and attempt to locate the Customer. Once located, the Contractor shall arrange to have the item returned to the Customer on the Customer's next service day. If the Customer does not have a scheduled ride within the next seven days, the Contractor shall arrange to have the item returned to the Customer within seven days of the Customer being located. The Contractor shall return medicines, and any other specified item directed in writing by the County, to the Customer within 48 hours of the Customer being located. If the Contractor cannot locate the Customer, the Contractor shall store the item for at least 30 days. In the event the Customer is not located in 30 days, the item shall become property of the Contractor. The County will not reimburse for the trips performed by the Contractor for returning lost articles to Customers, except as directed by the County in writing.

31. Changes

The County may, at any time during the progress of Work, increase or decrease the quantities of Work to be performed under the Contract and make alterations in the details of the Work within the general scope of the Services. Such increase, decrease or alteration shall not invalidate the Contract and the Contractor shall accept the Work as altered, the same as if it had been a part of the original Contract. Such changes and alterations will be authorized in writing by the County. Payment of increased and decreased quantities of Work will be made in accordance with the established pricing.

32. Emergency Operation including Hurricanes and Civil Unrest

a. In the event of any natural disaster, such as hurricanes, floods, acts of terrorism, or other acts of nature or civil disturbances, the County will notify the Contractor if and when to suspend scheduled Service for the duration of such emergency. The County and the Contractor shall promptly agree upon the actions to be taken so as to minimize Customer inconvenience and costs of such disruption to the County. Service will be restored as directed by the County in conjunction with the restoration of MDT service.
b. The Contractor shall make available to the County all vehicles, Chauffeurs and supervisory resources for emergency evacuation purposes per notification by the County. The Contractor shall structure work rules in order to ensure that employees report to work, or in the event that they are already at work, continue to perform their duties for emergency related operations as directed by the County.
c. The payment terms to compensate to the Contractor for expenses incurred during the emergency, in excess of the normal expense of operating, may be negotiated between the County and the Contractor.

33. Emergency Calls

The Contractor shall ensure that all in-service emergency calls are referred to the police, "911" or an ambulance, as necessary. In such cases the Contractor shall immediately notify the County.

34. Accidents and Incidents

In addition to emergency and police notifications, the Contractor shall ensure that all accidents and incidents are promptly reported to the County and subsequently that adequate and appropriate documentation of investigation, using National Safety Council definitions, be furnished to the County within three (3) calendar days. Accidents and incidents shall include any unusual or extraordinary event that causes disruption of Services which occurs while a vehicle/Chauffeur is in Service that may or may not include intervention of the County, the Contractor, and/or other governmental agencies, Fire Rescue, and Police. Initial notification of accidents or incidents shall be reported on a form approved by the County within twenty-four (24) hours of occurrence. Any accident involving major damage, serious personal injury, or loss of life shall be reported to the County within one (1) hour of occurrence. Records shall be kept for five (5) years for each accident a vehicle is involved in, including the repair work required to return the vehicle to Service.

35. Certification of Performance of Safety-Sensitive Functions

The attached certificate entitled "Certification of Performance of Safety-Sensitive Functions", Exhibit FED-DA1, shall be completed, signed and notarized prior to contract award. A Policy Statement, in compliance with 49 CFR Part 655 - Prevention of Alcohol and Prohibited Drug Misuse in Transit Operations, shall be submitted to the County within 30 days after the Contract Award Date is a condition for issuance of the Notice to

Proceed by the County. Failure to comply with these regulations may result in contract termination or suspension of business activity conducted with the County until compliance is evident.

36. Trip Verification and Quality of Service Monitoring

The Contractor shall ensure that safety regulations are strictly abided by and not compromised and that customers are treated with respect and sensitivity to their special needs, and that the County is only charged for trips that were actually performed. The County will conduct audits to verify trips each month. The method of trip verification shall be statistically valid and monitoring shall include electronic monitoring, telephone calls to Customers or service centers, regular and unannounced reviews and inspections. The mobile data terminal along with its AVL/GPS record shall be the official documentation for trip data.

37. Notice to Proceed

The County will provide a written notice to the Contractor, as a Notice to Proceed, specifying the date on which the Contractor shall start providing Services (Contract Start Date). Issuance of the Notice to Proceed will be contingent on:

i. Purchase and delivery of Hybrid cards as per Section 14.7.
ii. Successful completion of testing phase as per Section 14.8
iii. The County's confirmation that the Contractor's vehicles are ready and fully operational with AVL/GPS equipment, Mobile Data Terminals, and Long Range RFID Reader per Section 14.10.
iv. The County's determination that the Contractor's facility(ies) is ready for operation per Section 26.
v. The County's receipt and approval of the Contractor's Internal Operations Manual per Section 29.1.
vi. The County's receipt and approval of the Contractor's SSPP per Section 29.2.
vii. The County's receipt and approval of the Contractor's Disaster Recovery Plan per Section 29.3.
viii. The County's receipt and approval of the Contractor's Hurricane/Emergency Evacuation Plan per Section 29.4.
ix. The County's receipt and approval of the Contractor's Training Plan and Training Manuals per Section 29.5.
x. The County's receipt and approval of the Contractor's Computer System Implementation and Information Plan per Section 29.6.
xi. The County's receipt and approval of the Contractor's Policy Statement per Section 35, Certification of Performance of Safety-Sensitive Functions.

38. Post-Delivery Audit

a. If the Contractor purchases rolling stock for the Contract, it shall ensure that the County is given proper notification of any associated purchases so that a Post-Delivery audit is completed by the County before title to the rolling stock is transferred to the Contractor or before rolling stock can be placed into any type of service.

b. The Contractor shall comply with the Buy America Post-Delivery audit requirements, in accordance with 49 C.F.R. Part 661 and 49 C.F.R. Part 663. The Post-Delivery audit, in the case of rolling stock, requires the County to complete the following three (3) certifications based upon actual components used: 1) the Buy America Certification, 2) the Purchaser's Requirements Certification, and 3) the Federal Motor Vehicle Safety Standards (FMVSS) Certification.

39. Options:

The Contractor shall provide the following equipment/technology as options to be exercised by the County at any time during the term of the Contract and any option-to-renew or extension thereof:

39.1 Real-Time Digital Video Surveillance System: A mobile digital video surveillance system shall be provided and installed by the Contractor. The surveillance system shall include the digital video recorder (DVR), cameras and housings, cables and wires and all ancillary equipment required for a complete and fully functional system as described in this specification. The digital video surveillance system requirements are as follows:

39.1.1 Functional Requirements: The system shall be designed as a vehicular-based (mobile) digital video image and audio capture, storage, retrieval and transmission system. At a minimum, the Digital Video Recorder, hereafter referred to as the DVR shall support the following technical requirements:

a. The DVR shall have the capability of storing a minimum of 30 days of captured data based on the following required criteria:
   - i. The DVR shall support the discrete recording and playback of video from a minimum of 4 analog cameras.
   - ii. The DVR shall record video from at least one digital (1.5 M Pixel) camera.
   - iii. The DVR shall support a minimum of 1 audio input.
   - iv. The DVR shall actively record all camera video, audio and GPS location and time information (hereafter referred to as media information) for a minimum of 14 hours per day.
   - v. GPS data shall be embedded with all recorded information.
   - vi. The DVR shall be powered on and actively recording 7 days per week for 52 weeks within a calendar year for the number of hours specified in iv above.
   - vii. Each camera shall be recorded at a minimum recording rate of 15 pictures per second with all cameras being simultaneously recorded.
   - viii. Each analog camera shall be recorded at a resolution of 352 × 240 pixels (1 CIF) or greater.
   - ix. The recording function shall be simultaneous and synchronous for the number of cameras and audio inputs specified in I, ii and iii respectively.
   - x. The playback function shall be simultaneous and synchronous for the number of cameras and audio inputs specified in I, ii and iii respectively.
   - xi. Each analog camera input shall support a 1 V peak-to-peak composite analog video signal when delivered into an impedance of 75 ohms.
   - xii. The recording system shall be compatible with the North American NTSC television standard used with on board vehicle cameras.

b. The DVR shall be capable of recording all analog cameras at a resolution of 704 × 480 pixels (4 CIF) or greater.
c. The DVR shall be J1455 rated for shock and vibration resistance.
d. The chassis shall provide Electro-Magnetic Interference protection from all externally generated magnetic fields.

e. The DVR shall have a modular, docking-station chassis to facilitate easy removal and installation of the DVR or DVR storage media (Hard Drive).
f. The DVR power system shall be an auto-sensing when used with either a +12 or +24 VDC supply and have an internal back-up battery capable of supporting a minimum of 15 minutes of recording in the event of the loss of vehicle power. It shall be also be self-regulating and internally protected from all anomalous power conditions (voltage surge, spike, and similar anomalous events).
g. The recording rate is to be configurable. The system shall support a recording rate up to 30 pps per camera when recording at resolution of 4 CIF (for analog cameras).
h. The main storage media (Hard Drive, etc.) shall be housed in a locking removable housing to facilitate ease of video retrieval as required. The housing shall meet IP54 and J1455 requirements.
i. The DVR shall begin image capture at the start-up of the vehicle.
j. The DVR shall continue to function for up to 10 minutes after the ignition has been turned off. This feature shall be user-selectable.
k. All recorded media information shall be time stamped and indicate vehicle GPS location and speed.
l. System real-time clock updates shall be derived from an on-board GPS stream.
m. Time/date formatting shall be user selectable.
n. Camera titling (e.g. Camera 1 – Forward Facing) shall be capable of being defined with a minimum of 40 characters.
o. The DVR shall recognize when the available storage capacity is full and automatically begin to overwrite the oldest recorded media information.
p. DVR configuration changes and updates shall be accomplished via a User Interface.
q. Prevention of unauthorized System configuration changes is required.
r. Logical user security shall be supported to ensure that only authorized access to the DVR is possible.
s. All access attempts shall be logged and made available for audit inspections.
t. Media authentication shall be supported to ensure that media integrity is easily verifiable.

39.1.2 Networking Requirements: The system shall meet the following networking requirements:

39.1.2.1 General Requirements for all Wired/Wireless Data connections:

a. Configuration must support IP version 4 (IPv4) [RFC-791].
b. All standard Network configurable parameters must be available including IP address, Default Gateway and Network Mask.
c. The DVR's Wireless functionality shall support vehicle fleet management. All equipped vehicles shall have the capability of remote, real-time video monitoring, automated video, audio and GPS information retrieval.
d. The Wireless System shall support automatic system diagnostics and scheduled software configuration and programming updates or changes.
e. The system should support and use SNMP v1, v2c and secure SNMP v3
f. RFC Support Recommended:
   - RFC 791(IP) ; RFC 792(ICMP); RFC 793(TCP); RFC 783(TFTP); RFC 826(ARP) ; RFC 768 (UDP) ; RFC 854 (TELNET); RFC 951 (BOOTP); RFC 3376 (IGMPv3); RFC 2236 (IGMPv2); RFC 1112(IGMPv1);RFC 894(IP over Ethernet); RFC 2674 (Q-MIB); RFC 2030 (Simple NTP); RFC 1213 (MIB-II);RFC 1157 (SNMP); RFC 2570 (SNMPv3); RFC 2571 (SNMP Frameworks); RFC 2572

(SNMP Message Processing); RFV 2573 (SNMPv3 Applications); RFC 2574 (SNMPv3 USM); RFC 2574 (SNMPv3 VACM); RFC 2576 (SNMPv3)

g. Optional but recommended RFC Support:
   - RFC 1945(HTTP V1.0); RFC 2138(RADIUS);RFC2133 (IPv6-Basic.Sockets); RFC2292(IPv6-Adv. Sockets)

39.1.2.2 Wired Support: At least (1) RJ45 port -100BaseTX, IEEE 802.3 10BaseT standard shall be provided to be used for direct data download from the DVR or interfacing to external Ethernet network. The port shall be compliant with:

a. IEEE 802.3 10BASE-T (ISO/IEC 8802.3, Clause 14)
b. IEEE 802.3u 100BASE-TX (ISO/IEC 8802-3, Clause 25)
c. IEEE 802.Eu Autonegotiation on Twisted Pair (ISO/IEC 8802-3, Clause 28)
d. All connections must adhere to IP-65.

39.1.2.3 Wireless Support:

a. The DVR system shall support MPEG4 file compression format that enables the most efficient video extraction over a wireless network.
b. The DVR system shall provide for an automated wireless download of select video either operator requested or alarm triggered to a video area for later review.
c. The Wireless Network function shall support real-time access to stored media information.
d. System updates, configuration changes and software changes to the DVR shall be supported over the Wireless link.
e. The Wireless Portion of the DVR System shall be capable of being used in both an 802.11b, 802.11g, and 802.11n environment, as exists at the user's facilities and shall support the following encryption schemes: WPA with AES and TKIP encryption, WPA Enterprise with EAP authentication, and WPA2.
f. The wireless installation shall include an external ruggedized diversity antenna. Antenna gain shall be 6 dbi or greater. Cabling from antenna location shall have a total loss of less that 1 dbi. Antenna dimensions shall adhere to the following specifications: Height - 6 inches maximum. Width: 2 inches maximum, Length: 8 inches maximum. The antenna shall be installed to manufacturer's specifications. The antenna shall be easily replaceable. The antenna shall use a standard TNC cable connector.
g. The antenna shall meet the following ratings: IP 67 compliant.
h. Antenna shall be rated for use with a 2.4 GHz, 4.9 GHz and, EDGE Class 12 Networks.
i. LTE support is also required

39.1.2.4 External Cellular Support: The DVR shall also provide for use of an external cellular modem if required of the highest data speed available in the main coverage area. The same requirements with regards to Wireless data download and system configuration changes apply to the Cellular link. This applies also to the battery backup to provide for at least 15 minutes of run time after the vehicle is turned off.

39.1.2.5 Environmental Specs:

(A) Operating and storage temperatures : -10 to +60 °C / (-15 to +140 °F)

(B)Humidity

i. 95% RH non-condensing
ii. SAE J1455 4.2
iii. MIL 202G 103B and 106G
iv. MIL 810F 507.4

(C) Vibration

i. SAE J1455 4.9
ii. MIL 202G 214
iii. MIL 810F 514.5
iv. Shock SAE J1455 4.10.3.2 and 4.10.3.4
v. MIL 202G 213B
vi. MIL 810F 516.5

(D) ESD: +/- 4 kV contact

39.1.3 Alarm Management

a. All internal system and external input alarm events shall be logged and recorded.
b. The system shall support SMTP for alarm notification via e-mail to selected, configurable e-mail addresses.
c. Internal system alarms
d. An alarm shall be generated and recorded for any event that impacts or reduces the functionality of the DVR.
e. Internal system alarm events shall include all software, configuration or hardware faults
f. Video signal loss detection configurable for each camera shall be provided.
g. The DVR shall be capable of providing internal system alarming information via the J1939 interface.
h. Inputs from external alarms
i. The DVR shall allow for six alarm Inputs, which can be defined as either triggers or alarms.
j. On the occurrence of an external alarm the DVR shall enhance the recording quality of the video and enable automated wireless retrieval of all tagged alarm events.
k. The system shall include a compatible dual axes (X, Y Plane) impact sensor. An alarm is to be generated and recorded whenever the impact sensor is triggered for any reason.

39.1.4 Central Viewing / Fleet Management Application: Fleet management application software shall support the following capabilities.

a. Retrieve and view images and media information files
b. Schedule automated retrieval of video, audio and GPS data
c. Enhance recovered images
d. DVR recording shall not be inhibited during the retrieval and/or viewing process.
e. Transfer retrieved images to any fixed or removable storage media from the Viewing station (CD-R, DVD+/- R, SAN, etc.)
f. The user shall be able to play back images smoothly at normal or fast speeds, and in forward or reverse modes, without distortion.

g. The applications shall provide full media search capabilities for archiving, restoring and playback operations, including but not limited to:
   i. Start/stop time filters
   ii. Start/stop date filters
   iii. Alarm occurrences
   iv. Camera identifier

39.1.5 Camera Specifications

a. Each camera shall be housed in a tamper-resistant, IP67 compliant surface or flush mounted die-cast aluminum housing.
b. All cameras shall meet the following requirements for a Wide Dynamic Range Camera:
c. 520 lines or more of horizontal resolution (Analog cameras)
d. Have a dynamic range that exceeds 110db.
e. Provide accurate color registration and reproduction under varying lighting conditions including bright, high contrast conditions.
f. The cameras shall be available with the following lens options:
   - 2.9 mm
   - 4.0 mm
   - 6.0 mm

g. Camera placements, types and lens options shall be determined depending on the requirements of the vehicle in which the DVR is to be installed.

39.2 Incident Based Vehicle Video Technology

As an option to be exercised at the County's discretion, the Contractor shall implement a technology on all participating vehicles of the resultant contract that will enhance fleet safety and improves driving performance/behavior. The proposed solution shall facilitate an in-vehicle video (front facing and interior cab facing) technology that will capture incidents triggered by excessive acceleration, excessive braking, excessive idling, excessive speed, sudden changes in direction and door open indicators. The solution shall also provide the driver real-time in-vehicle feedback of triggered incidents. The proposed solution shall facilitate video analysis of incidents and notification of incidents requiring further review. In addition, the solution shall facilitate comprehensive dashboard reporting on trending of poor driving patterns and comparisons of drivers.

39.3 Riders' Picture Identification Integration

a. The proposed solution shall integrate with the County's system to display the most updated picture of the rider when the RFID card is detected by the RFID Reader. Should the EPI service be unavailable, the proposed solution shall continue to operate without the photograph functionality. Once the system becomes available, the photograph functionality shall be automatically restored.

b. EPI Suite version 6.0.016 is currently used to manage and issue Special Transportation Services rider identification cards. All card related data resides on a SQL Server 2008 database with a reference to the fileserver location and filename of the corresponding rider photograph. All photographs are stored in JPEG format.

39.4 Multilingual capabilities of Mobile Data Terminals or comparable technology

The Mobile Data Terminals or comparable technology shall have the ability to display menus and system messages in three (English, Spanish, and Creole) languages.

40. QUALITY ASSURANCE PROGRAM

A. The Contractor shall utilize an approved quality assurance program to oversee the work of the Contract and to ensure delivery of all final products, including systems, subsystems, and components that satisfy the quality requirements of the Contract Documents. The provisions of the Contractor's quality assurance program shall be imposed on the Contractor's organization and on all sub-contractors and suppliers.

B. The Contractor's Quality Assurance Plan shall, at minimum, adhere to and contain the fifteen (15) elements identified in the FTA Quality Assurance/Quality Control (QA/QC) Guidelines (FTA-IT-90-5001-02.1), latest version. The QAP, as a minimum, shall include the following FTA QA/QC Guidelines fifteen (15) elements:

(1) Management responsibility.
(2) Documented quality system.
(3) Design control.
(4) Document control.
(5) Purchasing.
(6) Product identification and traceability.
(7) Process control.
(8) Inspection and testing.
(9) Inspection, measuring, and test equipment.
(10) Inspection and test status.
(11) Non-conformance.
(12) Corrective/Preventive action.
(13) Quality records.
(14) Quality audits.
(15) Training.

C. For all software applications, the Contractor and all Subcontractors shall provide a software quality assurance plan in accordance with IEEE 730- latest version, for MDC review and approval.

D. Organization

i.. The Contractor's QA/QC organization shall be clearly defined. The QA/QC personnel shall have well-defined responsibilities and sufficient organizational freedom to permit the following:

a. Identification and evaluation of quality problems

b. Recommendations or initiation of solutions to quality problems

c. Verification that such solutions have been implemented

d. Control of further processing, delivery, or installation of nonconforming or deficient items, until disposition instructions have been obtained

ii. The Contractor shall designate a Quality Assurance Representative (QAR) experienced in the quality requirements of the Contract. The QAR shall be a Quality Assurance

Professional knowledgeable on the requirements set forth in the FTA Quality Assurance/Quality Control (QA/QC) Guidelines (FTA-IT-90-5001-02.1), latest version. The QAR shall be given sufficient authority to ensure that the quality is consistently maintained. The Contractor shall provide the organizational chart and resume of the QAR for review and approval as part of the QAP. The QAR shall not be replaced by the Contractor without prior approval of MDT.

iii. MDC may audit the Contractor, or any Subcontractor, at anytime during the term of the Contract. MDC may perform quality assurance functions, including audits, inspections, test witnessing, etc., during the life of the Contract. These functions may be performed independently and in addition to the Contractor's activities. These activities will help to ensure that the Contractor is performing the quality assurance functions as defined and agreed to by MDC and verify that all services and products delivered to MDC conform to the requirements of the Contract Documents. The QA activities of MDC shall in any way lessen, negate, or replace the quality assurance responsibilities of the Contractor.

ATTACHMENT C

FORM OF AGREEMENT

ATTACHMENT C

Form of Agreement

(This is the form of agreement the County anticipates awarding to the selected Proposer.)

Contract No. RFP800
Special Transportation Services

THIS AGREEMENT made and entered into as of this _____ day of _____ by and between _____ , a corporation organized and existing under the laws of the State of _____, having its principal office at _____ (hereinafter referred to as the "Contractor"), and Miami-Dade County, a political subdivision of the State of Florida, having its principal office at 111 N.W. 1st Street, Miami, Florida 33128 (hereinafter referred to as the "County"),

WITNESSETH:

WHEREAS, the Contractor has offered to provide Special Transportation Services, on a non-exclusive basis, that shall conform to the Scope of Services (Attachment B); Miami-Dade County's Request for Proposals (RFP) No. 800 and all associated addenda and attachments, incorporated herein by reference; and the requirements of this Agreement; and,

WHEREAS, the Contractor has submitted a written proposal dated _____, hereinafter referred to as the "Contractor's Proposal" which is incorporated herein by reference; and,

WHEREAS, the County desires to procure from the Contractor such services for the County, in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

ARTICLE 1. DEFINITIONS

See Attachment A.

ARTICLE 2. ORDER OF PRECEDENCE

If there is a conflict between or among the provisions of this Agreement, the order of precedence is as follows: 1) these terms and conditions, 2) the Scope of Services (Attachment B), 3) the Miami-Dade County's RFP No. 800 and any associated addenda and attachments thereof, and 4) the Contractor's Proposal.

ARTICLE 3. RULES OF INTERPRETATION

a) References to a specified Article, section or schedule shall be construed as reference to that specified Article, or section of, or schedule to this Agreement unless otherwise indicated.

b) Reference to any agreement or other instrument shall be deemed to include such agreement or other instrument as such agreement or other instrument may, from time to time, be modified, amended, supplemented, or restated in accordance with its terms.

c) The terms "hereof", "herein", "hereinafter", "hereby", "herewith", "hereto", and "hereunder" shall be deemed to refer to this Agreement.

d) The titles, headings, captions and arrangements used in these Terms and Conditions are for convenience only and shall not be deemed to limit, amplify or modify the terms of this Contract, nor affect the meaning thereof.

ARTICLE 4. NATURE OF THE AGREEMENT

a) This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered or amended only by a written amendment duly executed by both parties hereto or their authorized representatives.

b) The Contractor shall provide the services set forth in the Scope of Services, and render full and prompt cooperation with the County in all aspects of the Services performed hereunder.

c) The Contractor acknowledges that this Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work and Services under this Contract. All things not expressly mentioned in this Agreement but necessary to carrying out its intent are required by this Agreement, and the Contractor shall perform the same as though they were specifically mentioned, described and delineated.

d) The Contractor shall furnish all labor, materials, tools, supplies, and other items required to perform the Work and Services that are necessary for the completion of this Contract. All Work and Services shall be accomplished at the direction of and to the satisfaction of the County's Project Manager.

e) The Contractor acknowledges that the County shall be responsible for making all policy decisions regarding the Scope of Services. The Contractor agrees to provide input on policy issues in the form of recommendations. The Contractor agrees to implement any and all changes in providing Services hereunder as a result of a policy change implemented by the County. The Contractor agrees to act in an expeditious and fiscally sound manner in providing the County with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.

ARTICLE 5. CONTRACT TERM

The Contract shall become effective on the date indicated on the first page of this agreement and shall be for the duration of five (5) years. The County, in its sole discretion, reserves the right to exercise the option to renew for this Contract for one (1) additional five-year period unless the Contractor notifies the County, at least one-year prior to the expiration of the initial term, that the average of all price adjustments, applied to this contract in accordance with Article 8, has increased beyond 3%. Upon receipt of this notification, the County will renegotiate the contract with the Contractor for the option-to-renew period. The re-negotiated contract for the option-to-renew period will be presented to the Board of County Commissioners for approval.

The County reserves the right to exercise its option to extend this Contract for up to one hundred-eighty (180) calendar days beyond the current Contract period and will notify the Contractor in writing of the extension. This Contract may be extended beyond the initial one hundred-eighty (180) calendar day extension period by mutual agreement between the County and the Contractor, upon approval by the Board of County Commissioners.

ARTICLE 6. NOTICE REQUIREMENTS

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if delivered by Registered or Certified Mail, with return receipt requested; or delivered personally; or delivered via fax or e-mail (if provided below) and followed with delivery of hard copy; and in any case addressed as follows:

(1) to the County

a) to the Project Manager:

Miami-Dade County
Attention:
Phone:

Fax:

E-mail:

and,
b) to the Contract Manager:

Miami-Dade County
Department of Procurement Management
111 N.W. 1st Street, Suite 1375
Miami, FL 33128-1974

Attention: Director
Phone: (305) 375-5548
Fax: (305) 375-2316
E-mail:

(2) To the Contractor

Attention:
Phone:
Fax:
E-mail:

Either party may at any time designate a different address and/or contact person by giving notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

ARTICLE 7. PAYMENT FOR SERVICES/AMOUNT OBLIGATED

The Contractor warrants that it has reviewed the County's requirements and has asked such questions and conducted such other inquiries as the Contractor deemed necessary in order to determine the price the Contractor will charge to provide the Work and Services to be performed under this Contract. The compensation for all Work and Services performed under this Contract, including all costs associated with such Work and Services, shall be in accordance with Appendix ____(TBD). The County shall have no obligation to pay the Contractor any additional sum in excess of this amount, except for a change and/or modification to the Contract, which is approved and executed in writing by the County and the Contractor.

All Services undertaken by the Contractor before County's approval of this Contract shall be at the Contractor's risk and expense.

ARTICLE 8. PRICING

Prices shall remain firm and fixed for a six-month period from the effective date of the Contract. Prior to the end of the initial six-month period and for each subsequent six-month period thereafter, including any option-to-renew or extensions thereof, the County will review price adjustments based on the weighted sum of the percentage change in the value of the most recent Consumer Price Index (CPI)*-All Items (Weight = 75%) and percentage change in value of CPI-Private Transportation (Weight = 25%). Any upward or downward adjustments will not exceed 3% annually. This adjustment will be in lieu of any other price adjustment, such as an adjustment for changes in the living wage rate.

*The CPI data will be based on All Urban Consumers, Not Seasonally Adjusted, Miami-Fort Lauderdale, and FL Area.

ARTICLE 9. METHOD AND TIMES OF PAYMENT

The Contractor agrees that under the provisions of this Agreement, as reimbursement for those actual, reasonable and necessary costs incurred by the Contractor, which are directly attributable or properly allocable to the Services, the Contractor may bill the County periodically, but not more than once per month, upon invoices certified by the Contractor pursuant to Appendix ____(TBD). All invoices shall be taken from the books of account kept by the Contractor, shall be supported by copies of payroll distribution, receipt bills or other documents reasonably required by the County, shall show the County's contract number, and shall have a unique invoice number assigned by the Contractor. It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and that interest payments be made on late payments. In accordance with Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the County or the Public Health Trust shall be forty-five (45) days from receipt of a proper invoice. The time at which payment shall be due to small businesses shall be thirty (30) days from receipt of a proper invoice. All payments due from the County or the Public Health Trust, and not made within the time specified by this section shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Mayor, or his or her designee(s), not later that sixty (60) days after the date on which the proper invoice was received by the County or the Public Health Trust.

Invoices and associated back-up documentation shall be submitted in duplicate by the Contractor to the County as follows:

Miami-Dade County
Paratransit Operations Division
701 NW 1st Court, Suite 1100
Miami, FL 33136
Attention: _____

The County may at any time designate a different address and/or contact person by giving written notice to the other party.

ARTICLE 10. INDEMNIFICATION AND INSURANCE

The Contractor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Contractor or its employees, agents, servants, partners principals or subcontractors. The Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

Upon County's notification, the Contractor shall furnish to the Department of Procurement Management, Certificates of Insurance that indicate that insurance coverage has been obtained, which meets the requirements as outlined below:

1. Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440.

2. Public Liability Insurance on a comprehensive basis in an amount not less than $1,000,000 combined single limit per occurrence for bodily injury and property damage. Miami-Dade County must be shown as an additional insured with respect to this coverage. The mailing address of Miami-Dade County 111 N.W. 1st Street, Suite 1300, Miami, Florida 33128-1974, as the certificate holder, must appear on the certificate of insurance.

3. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than $1,000,000 combined single limit per occurrence for bodily injury and property damage.

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operation of the Contractor. All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida with the following qualifications:

The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

OR

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida", issued by the State of Florida Department of Financial Services and are members of the Florida Guaranty Fund.

Certificates of Insurance must indicate that for any cancellation of coverage before the expiration date, the issuing insurance carrier will endeavor to mail thirty (30) day written advance notice to the certificate holder. In addition, the Contractor hereby agrees not to modify the insurance coverage without thirty (30) days written advance notice to the County.

NOTE: MIAMI-DADE COUNTY CONTRACT NUMBER AND TITLE MUST APPEAR ON EACH CERTIFICATE OF INSURANCE.

Compliance with the foregoing requirements shall not relieve the Contractor of this liability and obligation under this section or under any other section in this Agreement.

Award of this Contract is contingent upon the receipt of the insurance documents, as required, within ten (10) business days after notification of recommendation to award. If the insurance certificate is received within the specified time frame but not in the manner prescribed in this Agreement, the Contractor shall have an additional five (5) business days to submit a corrected certificate to the County. If the Contractor fails to submit the required insurance documents in the manner prescribed in this Agreement within fifteen (15) business days, the Contractor shall be in default of the contractual terms and conditions and award of the Contract may be rescinded, unless such timeframe for submission has been extended by the County.

The Contractor shall be responsible for ensuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of the Contract, including any and all option years or extension periods that may be granted by the County. If insurance certificates are scheduled to expire during the contractual period, the Contractor shall be responsible for submitting new or renewed insurance certificates to the County at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the County shall suspend the Contract until such time as the new or renewed certificates are received by the County in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the County may, at its sole discretion, terminate this contract.

ARTICLE 11. MANNER OF PERFORMANCE

a) The Contractor shall provide the Services described herein in a competent and professional manner satisfactory to the County in accordance with the terms and conditions of this Agreement. The County shall be entitled to a satisfactory performance of all Services described herein and to full and prompt cooperation by the Contractor in all aspects of the Services. At the request of the County, the Contractor shall promptly remove from the project any Contractor's employee, subcontractor, or any other person performing Services hereunder. The Contractor agrees that such removal of any of its employees does not require the termination or demotion of any employee by the Contractor.

b) The Contractor agrees to defend, hold harmless and indemnify the County and shall be liable and responsible for any and all claims, suits, actions, damages and costs (including attorney's fees and court costs) made against the County, occurring on account of, arising from or in connection with the removal and replacement of any Contractor's personnel performing services hereunder at the behest of the County. Removal and replacement of any Contractor's personnel as used in this Article shall not require the termination and or demotion of such Contractor's personnel.

c) The Contractor agrees that at all times it will employ, maintain and assign to the performance of the Services a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. The Contractor agrees to adjust its personnel staffing levels or to replace any its personnel if so directed upon reasonable request from the County, should the County make a determination, in its sole discretion, that said personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a position.

d) The Contractor warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses as necessary to perform the Services described herein, in a competent and professional manner.

e) The Contractor shall at all times cooperate with the County and coordinate its respective work efforts to most effectively and efficiently maintain the progress in performing the Services.

f) The Contractor shall comply with all provisions of all federal, state and local laws, statutes, ordinances, and regulations that are applicable to the performance of this Agreement.

ARTICLE 12. EMPLOYEES ARE THE RESPONSIBILITY OF THE CONTRACTOR

All employees of the Contractor shall be considered to be, at all times, employees of the Contractor under its sole direction and not employees or agents of the County. The Contractor shall supply competent employees. Miami-Dade County may require the Contractor to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on County property is not in the best interest of the County.

ARTICLE 13. INDEPENDENT CONTRACTOR RELATIONSHIP

The Contractor is, and shall be, in the performance of all work services and activities under this Agreement, an independent contractor, and not an employee, agent or servant of the County. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees and agents of the County.

The Contractor does not have the power or authority to bind the County in any promise, agreement or representation other than specifically provided for in this Agreement.

ARTICLE 14. AUTHORITY OF THE COUNTY'S PROJECT MANAGER

a) The Contractor hereby acknowledges that the County's Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Contractor's Proposal; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.

b) The Contractor shall be bound by all determinations or orders and shall promptly comply with every order of the Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Contractor agrees with the Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.

c) The Contractor must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Contractor and the Project Manager are unable to resolve their difference, the Contractor may initiate a dispute in accordance with the procedures set forth in this Article. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.

d) In the event of such dispute, the parties to this Agreement authorize the County Mayor or designee, who may not be the Project Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the County Mayor's purview as set forth above shall be conclusive, final and binding on parties. Any such dispute shall be brought, if at all, before the County Mayor within 10 days of the occurrence, event or act out of which the dispute arises.

e) The County Mayor may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether Contractor's performance or any Deliverable meets the requirements of this Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the County Mayor participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Contractor to the County Mayor for a decision, together with all evidence and other pertinent information in regard to such questions, in order that a fair and impartial decision may be made. Whenever the County Mayor is entitled to exercise discretion or judgement or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be fair and impartial when exercised or taken. The County Mayor, as appropriate, shall render a decision in writing and deliver a copy of the same to the Contractor. Except as such remedies may be limited or waived elsewhere in the Agreement, Contractor reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.

ARTICLE 15. MUTUAL OBLIGATIONS

a) This Agreement, including attachments and appendices to the Agreement, shall constitute the entire Agreement between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by the duly authorized representatives of both parties.

b) Nothing in this Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.

c) In those situations where this Agreement imposes an indemnity obligation on the Contractor, the County may, at its expense, elect to participate in the defense if the County should so choose. Furthermore, the County may at its own expense defend or settle any such claims if the Contractor fails to diligently defend such claims, and thereafter seek indemnity for costs from the Contractor.

ARTICLE 16. QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING

The Contractor shall maintain, and shall require that its subcontractors and suppliers maintain, complete and accurate records to substantiate compliance with the requirements set forth in the Scope of Services. The Contractor and its subcontractors and suppliers, shall retain such records, and all other documents relevant to the Services furnished under this Agreement for a period of three (3) years from the expiration date of this Agreement and any extension thereof.

ARTICLE 17. AUDITS

The County, or its duly authorized representatives or governmental agencies, shall until the expiration of three (3) years after the expiration of this Agreement and any extension thereof, have access to and the right to examine and reproduce any of the Contractor's books, documents, papers and records and of its subcontractors and suppliers which apply to all

matters of the County. Such records shall subsequently conform to Generally Accepted Accounting Principles requirements, as applicable, and shall only address those transactions related to this Agreement.

Pursuant to County Ordinance No. 03-2, the Contractor will grant access to the Commission Auditor to all financial and performance related records, property, and equipment purchased in whole or in part with government funds. The Contractor agrees to maintain an accounting system that provides accounting records that are supported with adequate documentation, and adequate procedures for determining the allowability and allocability of costs.

ARTICLE 18. SUBSTITUTION OF PERSONNEL

In the event the Contractor wishes to substitute personnel for the key personnel identified by the Contractor's Proposal, the Contractor must notify the County in writing and request written approval for the substitution at least ten (10) business days prior to effecting such substitution.

ARTICLE 19. CONSENT OF THE COUNTY REQUIRED FOR ASSIGNMENT

The Contractor shall not assign, transfer, convey or otherwise dispose of this Agreement, including its rights, title or interest in or to the same or any part thereof without the prior written consent of the County.

ARTICLE 20. SUBCONTRACTUAL RELATIONS

a) If the Contractor will cause any part of this Agreement to be performed by a Subcontractor, the provisions of this Contract will apply to such Subcontractor and its officers, agents and employees in all respects as if it and they were employees of the Contractor; and the Contractor will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and negligence of the Subcontractor, its officers, agents, and employees, as if they were employees of the Contractor. The services performed by the Subcontractor will be subject to the provisions hereof as if performed directly by the Contractor.

b) The Contractor, before making any subcontract for any portion of the services, will state in writing to the County the name of the proposed Subcontractor, the portion of the Services which the Subcontractor is to do, the place of business of such Subcontractor, and such other information as the County may require. The County will have the right to require the Contractor not to award any subcontract to a person, firm or corporation disapproved by the County.

c) Before entering into any subcontract hereunder, the Contractor will inform the Subcontractor fully and completely of all provisions and requirements of this Agreement relating either directly or indirectly to the Services to be performed. Such Services performed by such Subcontractor will strictly comply with the requirements of this Contract.

d) In order to qualify as a Subcontractor satisfactory to the County, in addition to the other requirements herein provided, the Subcontractor must be prepared to prove to the satisfaction of the County that it has the necessary facilities, skill and experience, and ample financial resources to perform the Services in a satisfactory manner. To be considered skilled and experienced, the Subcontractor must show to the satisfaction of the County that it has satisfactorily performed services of the same general type which is required to be performed under this Agreement.

e) The County shall have the right to withdraw its consent to a subcontract if it appears to the County that the subcontract will delay, prevent, or otherwise impair the performance of the Contractor's obligations under this Agreement. All Subcontractors are required to protect the confidentiality of the County's and County's proprietary and confidential information. Contractor shall furnish to the County copies of all subcontracts between Contractor and Subcontractors and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the County in the event the County finds the Contractor in breach of this Contract, permitting the County to request completion by the Subcontractor of its performance obligations under the subcontract. The clause shall include an option for the County to pay the Subcontractor directly for the performance by such Subcontractor. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the County to any subcontractor hereunder as more fully described herein.

ARTICLE 21. ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS

The Contractor understands and agrees that any assumptions, parameters, projections, estimates and explanations presented by the County were provided to the Contractor for evaluation purposes, only. However, since these assumptions, parameters, projections, estimates and explanations represent predictions of future events the County makes no representations or guarantees; and the County shall not be responsible for the accuracy of the assumptions presented; and the County shall not be responsible for conclusions to be drawn therefrom; and any assumptions, parameters, projections, estimates and explanations shall not form the basis of any claim by the Contractor. The Contractor accepts all risk associated with using this information.

ARTICLE 22. SEVERABILITY

If this Agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from this Agreement without affecting the binding force of this Agreement as it shall remain after omitting such provision.

ARTICLE 23. TERMINATION AND SUSPENSION OF WORK

a) The County may terminate this Agreement if an individual or corporation or other entity attempts to meet its contractual obligation with the County through fraud, misrepresentation or material misstatement.

b) The County may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or other entity has with the County and that such individual, corporation or other entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees.

c) The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement may be debarred from County contracting for up to five (5) years in accordance with the County debarment procedures. The Contractor may be subject to debarment for failure to perform and all other reasons set forth in Section 10-38 of the County Code.

d) In addition to cancellation or termination as otherwise provided in this Agreement, the

County may at any time, in its sole discretion, with or without cause, terminate this Agreement by written notice to the Contractor.

e) In the event that the County exercises its right to terminate this Agreement, the Contractor shall, upon receipt of such notice, unless otherwise directed by the County:

i. stop work on the date specified in the notice ("the Effective Termination Date");

ii. take such action as may be necessary for the protection and preservation of the County's materials and property;

iii. cancel orders;

iv. assign to the County and deliver to any location designated by the County any non-cancelable orders for Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement and not incorporated in the Services;

v. take no action which will increase the amounts payable by the County under this Agreement; and

f) In the event that the County exercises its right to terminate this Agreement, the Contractor will be compensated as stated in the payment Articles herein for the:

i. portion of the Services completed in accordance with the Agreement up to the Effective Termination Date; and

ii. non-cancelable Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement, but not incorporated in the Services.

g) All compensation pursuant to this Article are subject to audit.

ARTICLE 24. EVENT OF DEFAULT

a) An Event of Default shall mean a breach of this Agreement by the Contractor. Without limiting the generality of the foregoing, and in addition to those instances referred to herein as a breach, an Event of Default shall include the following:

i. the Contractor has not delivered Deliverables on a timely basis;

ii. the Contractor has refused or failed to supply enough properly skilled staff personnel;

iii. the Contractor has failed to make prompt payment to subcontractors or suppliers for any Services;

iv. the Contractor has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;

v. the Contractor has failed to obtain the approval of the County where required by this Agreement;

vi. the Contractor has failed to provide "adequate assurances" as required under subsection b below;

vii. the Contractor has failed in the representation of any warranties stated herein.

b) When, in the opinion of the County, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Services or any portion thereof, the County may request that the Contractor, within the timeframe set forth in the County's request, provide adequate assurances to the County, in writing, of the Contractor's ability to perform in accordance with the terms of this Agreement. Until the County receives such assurances, the County may request an adjustment to the compensation received by the Contractor for portions of the Services which the Contractor has not performed. In the event that the Contractor fails to provide to the County the requested assurances within the prescribed timeframe, the County may:

i. treat such failure as a repudiation of this Agreement; and

ii. resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Services or any part thereof either by itself or through others.

c) In the event the County shall terminate this Agreement for default, the County or its designated representatives may immediately take possession of all applicable equipment, materials, products, documentation, reports and data.

ARTICLE 25. NOTICE OF DEFAULT - OPPORTUNITY TO CURE

If an Event of Default occurs in the determination of the County, the County may so notify the Contractor ("Default Notice"), specifying the basis for such default, and advising the Contractor that such default must be cured immediately or this Agreement with the County may be terminated. Notwithstanding, the County may, in its sole discretion, allow the Contractor to rectify the default to the County's reasonable satisfaction within a thirty (30) day period. The County may grant an additional period of such duration as the County shall deem appropriate without waiver of any of the County's rights hereunder, so long as the Contractor has commenced curing such default and is effectuating a cure with diligence and continuity during such thirty (30) day period or any other period which the County prescribes. The default notice shall specify the date the Contractor shall discontinue the Services upon the Termination Date.

ARTICLE 26. REMEDIES IN THE EVENT OF DEFAULT

If an Event of Default occurs, the Contractor shall be liable for all damages resulting from the default, including but not limited to:

a) lthe difference between the cost associated with procuring Services hereunder and the amount actually expended by the County for re-procurement of Services, including procurement and administrative costs; and

b) such other direct damages.

The Contractor shall also remain liable for any liabilities and claims related to the Contractor's default. The County may also bring any suit or proceeding for specific performance or for an

injunction.

ARTICLE 27. PATENT AND COPYRIGHT INDEMNIFICATION

a) The Contractor shall not infringe on any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third party proprietary rights in the performance of the Work.

b) The Contractor warrants that all Deliverables furnished hereunder, including but not limited to: equipment, programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third party proprietary rights.

c) The Contractor shall be liable and responsible for any and all claims made against the County for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the County's continued use of the Deliverables furnished hereunder. Accordingly, the Contractor at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the County and defend any action brought against the County with respect to any claim, demand, cause of action, debt, or liability.

d) In the event any Deliverable or anything provided to the County hereunder, or portion thereof is held to constitute an infringement and its use is or may be enjoined, the Contractor shall have the obligation to, at the County's option to (i) modify, or require that the applicable subcontractor or supplier modify, the alleged infringing item(s) at its own expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the County, at the Contractor's expense, the rights provided under this Agreement to use the item(s).

e) The Contractor shall be solely responsible for determining and informing the County whether a prospective supplier or subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any Deliverable hereunder. The Contractor shall enter into agreements with all suppliers and subcontractors at the Contractor's own risk. The County may reject any Deliverable that it believes to be the subject of any such litigation or injunction, or if, in the County's judgment, use thereof would delay the Work or be unlawful.

ARTICLE 28. CONFIDENTIALITY

a) All Developed Works and other materials, data, transactions of all forms, financial information, documentation, inventions, designs and methods obtained from the County in connection with the Services performed under this Agreement, made or developed by the Contractor or its subcontractors in the course of the performance of such Services, or the results of such Services, or which the County holds the proprietary rights, constitute Confidential Information and may not, without the prior written consent of the County, be used by the Contractor or its employees, agents, subcontractors or suppliers for any purpose other than for the benefit of the County, unless required by law. In addition to the foregoing, all County employee information and County financial information shall be considered Confidential Information and shall be subject to all the

requirements stated herein. Neither the Contractor nor its employees, agents, subcontractors or suppliers may sell, transfer, publish, disclose, display, license or otherwise make available to others any part of such Confidential Information without the prior written consent of the County. Additionally, the Contractor expressly agrees to be bound by and to defend, indemnify and hold harmless the County, and their officers and employees from the breach of any federal, state or local law in regard to the privacy of individuals.

b) The Contractor shall advise each of its employees, agents, subcontractors and suppliers who may be exposed to such Confidential Information of their obligation to keep such information confidential and shall promptly advise the County in writing if it learns of any unauthorized use or disclosure of the Confidential Information by any of its employees or agents, or subcontractor's or supplier's employees, present or former. In addition, the Contractor agrees to cooperate fully and provide any assistance necessary to ensure the confidentiality of the Confidential Information.

c) It is understood and agreed that in the event of a breach of this Article damages may not be an adequate remedy and the County shall be entitled to injunctive relief to restrain any such breach or threatened breach. Unless otherwise requested by the County, upon the completion of the Services performed hereunder, the Contractor shall immediately turn over to the County all such Confidential Information existing in tangible form, and no copies thereof shall be retained by the Contractor or its employees, agents, subcontractors or suppliers without the prior written consent of the County. A certificate evidencing compliance with this provision and signed by an officer of the Contractor shall accompany such materials.

ARTICLE 29. PROPRIETARY INFORMATION

As a political subdivision of the State of Florida, Miami-Dade County is subject to the stipulations of Florida's Public Records Law.

The Contractor acknowledges that all computer software in the County's possession may constitute or contain information or materials which the County has agreed to protect as proprietary information from disclosure or unauthorized use and may also constitute or contain information or materials which the County has developed at its own expense, the disclosure of which could harm the County's proprietary interest therein.

During the term of the contract, the Contractor will not use directly or indirectly for itself or for others, or publish or disclose to any third party, or remove from the County's property, any computer programs, data compilations, or other software which the County has developed, has used or is using, is holding for use, or which are otherwise in the possession of the County (hereinafter "Computer Software"). All third-party license agreements must also be honored by the contractors and their employees, except as authorized by the County and, if the Computer Software has been leased or purchased by the County, all hired party license agreements must also be honored by the contractors' employees with the approval of the lessor or Contractors thereof. This includes mainframe, minis, telecommunications, personal computers and any and all information technology software.

The Contractor will report to the County any information discovered or which is disclosed to the Contractor which may relate to the improper use, publication, disclosure or removal from the County's property of any information technology software and hardware and will take such steps as are within the Contractor's authority to prevent improper use, disclosure or removal.

ARTICLE 30. PROPRIETARY RIGHTS

a) The Contractor hereby acknowledges and agrees that the County retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the County to the Contractor hereunder or furnished by the Contractor to the County and/or created by the Contractor for delivery to the County, even if unfinished or in process, as a result of the Services the Contractor performs in connection with this Agreement, including all copyright and other proprietary rights therein, which the Contractor as well as its employees, agents, subcontractors and suppliers may use only in connection with the performance of Services under this Agreement. The Contractor shall not, without the prior written consent of the County, use such documentation on any other project in which the Contractor or its employees, agents, subcontractors or suppliers are or may become engaged. Submission or distribution by the Contractor to meet official regulatory requirements or for other purposes in connection with the performance of Services under this Agreement shall not be construed as publication in derogation of the County's copyrights or other proprietary rights.

b) All rights, title and interest in and to certain inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the Contractor and its subcontractors specifically for the County, hereinafter referred to as "Developed Works" shall become the property of the County.

c) Accordingly, neither the Contractor nor its employees, agents, subcontractors or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced or distributed by or on behalf of the Contractor, or any employee, agent, subcontractor or supplier thereof, without the prior written consent of the County, except as required for the Contractor's performance hereunder.

d) Except as otherwise provided in subsections a, b, and c above, or elsewhere herein, the Contractor and its subcontractors and suppliers hereunder shall retain all proprietary rights in and to all Licensed Software provided hereunder, that have not been customized to satisfy the performance criteria set forth in the Scope of Services. Notwithstanding the foregoing, the Contractor hereby grants, and shall require that its subcontractors and suppliers grant, if the County so desires, a perpetual, irrevocable and unrestricted right and license to use, duplicate, disclose and/or permit any other person(s) or entity(ies) to use all such Licensed Software and the associated specifications, technical data and other Documentation for the operations of the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. Such license specifically includes, but is not limited to, the right of the County to use and/or disclose, in whole or in part, the technical documentation and Licensed Software, including source code provided hereunder, to any person or entity outside the County for such person's or entity's use in furnishing any and/or all of the Deliverables provided hereunder exclusively for the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. No such License Software, specifications, data, documentation or related information shall be deemed to have been given in confidence and any statement or legend to the contrary shall be void and of no effect.

ARTICLE 31. VENDOR REGISTRATION/CONFLICT OF INTEREST

a) Vendor Registration

The Contractor shall be a registered vendor with the County – Department of Procurement Management, for the duration of this Agreement. In becoming a Registered Vendor with Miami-Dade County, the Contractor confirms its knowledge of and commitment to comply with the following:

1. **Miami-Dade County Ownership Disclosure Affidavit**
(Section 2-8.1 of the County Code)

2. **Miami-Dade County Employment Disclosure Affidavit**
(Section 2.8-1(d)(2) of the County Code)

3. **Miami-Dade Employment Drug-free Workplace Certification**
(Section 2-8.1.2(b) of the County Code)

4. **Miami-Dade Disability and Nondiscrimination Affidavit**
(Section 2-8.1.5 of the County Code)

5. **Miami-Dade County Debarment Disclosure Affidavit**
(Section 10.38 of the County Code)

6. **Miami-Dade County Vendor Obligation to County Affidavit**
(Section 2-8.1 of the County Code)

7. **Miami-Dade County Code of Business Ethics Affidavit**
(Section 2-8.1(i) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and Section 2-11.1(c) of the County Code)

8. **Miami-Dade County Family Leave Affidavit**
(Article V of Chapter 11 of the County Code)

9. **Miami-Dade County Living Wage Affidavit**
(Section 2-8.9 of the County Code)

10. **Miami-Dade County Domestic Leave and Reporting Affidavit**
(Article 8, Section 11A-60 11A-67 of the County Code)

11. **Subcontracting Practices**
(Ordinance 97-35)

12. **Subcontractor /Supplier Listing**
(Section 2-8.8 of the County Code)

13. **Environmentally Acceptable Packaging**
(Resolution R-738-92)

14. **W-9 and 8109 Forms**
(as required by the Internal Revenue Service)

15. **FEIN Number or Social Security Number**
In order to establish a file, the Contractor's Federal Employer Identification Number (FEIN) must be provided. If no FEIN exists, the Social Security Number of the owner or individual must be provided. This number becomes Contractor's "County Vendor Number". To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that the County requests the Social Security Number for the following purposes:
   - Identification of individual account records
   - To make payments to individual/Contractor for goods and services provided to Miami-Dade County
   - Tax reporting purposes
   - To provide a unique identifier in the vendor database that may be used for searching and sorting departmental records

16. **Office of the Inspector General**
(Section 2-1076 of the County Code)

17. **Small Business Enterprises**
The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.2, 2-8.2.3 and 2-8.2.4 of the County Code and Title 49 of the Code of Federal Regulations.

18. **Antitrust Laws**
By acceptance of any contract, the Contractor agrees to comply with all antitrust laws of the United States and the State of Florida.

b) Conflict of Interest

Section 2-11.1(d) of Miami-Dade County Code requires that any County employee or any member of the employee's immediate family who has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County, competing or applying for a contract, must first request a conflict of interest opinion from the County's Ethics Commission prior to their or their immediate family member's entering into any contract or transacting any business through a firm, corporation, partnership or business entity in which the employee or any member of the employee's immediate family has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County. Any such contract or business engagement entered in violation of this subsection, as amended, shall be rendered voidable. For additional information, please contact the Ethics Commission hotline at (305) 579-2593.

ARTICLE 32. INSPECTOR GENERAL REVIEWS

Independent Private Sector Inspector General Reviews

Pursuant to Miami-Dade County Administrative Order 3-20, the County has the right to retain the services of an Independent Private Sector Inspector General (hereinafter "IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the Contractor shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this Agreement for inspection and reproduction. The County shall be responsible for the payment of these IPSIG services, and under no circumstance shall the Contractor's prices and any changes thereto approved by the County, be inclusive of any charges relating to these IPSIG services. The terms of this provision apply to the Contractor, its officers, agents, employees, subcontractors and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct an audit or investigate the operations, activities and performance of the Contractor in connection with this Agreement. The terms of this Article shall not impose any liability on the County by the Contractor or any third party.

Miami-Dade County Inspector General Review

According to Section 2-1076 of the Code of Miami-Dade County, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts, except as otherwise provided below. The cost of the audit for this Contract shall be one quarter (1/4) of one (1) percent of the total contract amount which cost shall be included in the total contract amount. The audit cost will be deducted by the County from progress payments to the Contractor. The audit cost shall also be included in all change orders and all contract renewals and extensions.

Exception: The above application of one quarter (1/4) of one percent fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (I) contracts where an IPSIG is assigned at the time the contract is approved by the Commission; (j) professional service agreements under $1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Administrative Order 3-2; **(m) federal, state and local government-funded grants;** and (n) interlocal agreements.

Federal Transit Administration Funds may be used by the County to pay for services under this Contract, hence this fee will not be deducted by the County. However the County reserves the right to conduct reviews at any time.

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all County contracts including, but not limited to, those contracts specifically exempted above. The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed County and Public Health Trust contracts, transactions, accounts, records and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to the Contract. The Inspector General is empowered to retain the services of independent private sector inspectors general (IPSIG) to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process, including but not limited to project design, specifications, proposal submittals, activities of the Contractor, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

Upon written notice to the Contractor from the Inspector General or IPSIG retained by the Inspector General, the Contractor shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the Contractor's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of the contract, including, but not limited to original estimate

files, change order estimate files, worksheets, proposals and agreements form and which successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

ARTICLE 33. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

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

a) Equal Employment Opportunity (EEO), in compliance with Executive Order 11246 as amended and applicable to this Contract.

b) Miami-Dade County Florida, Department of Small Business Development Participation Provisions, as applicable to this Contract.

c) Environmental Protection Agency (EPA), as applicable to this Contract.

d) Miami-Dade County Code, Chapter 11A, Article 3. All contractors and subcontractors performing work in connection with this Contract shall provide equal opportunity for employment without regard to race, religion, color, age, sex, national origin, sexual preference, disability or marital status. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in a conspicuous place available for employees and applicants for employment, such notices as may be required by the Dade County Fair Housing and Employment Commission, or other authority having jurisdiction over the work setting forth the provisions of the nondiscrimination law.

e) "Conflicts of Interest" Section 2-11 of the County Code, and Ordinance 01-199.

f) Miami-Dade County Code Section 10-38 "Debarment".

g) Miami-Dade County Ordinance 99-5, codified at 11A-60 et. seq. of Miami-Dade Code pertaining to complying with the County's Domestic Leave Ordinance.

h) Miami-Dade County Ordinance 99-152, prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County.

The Contractor shall hold all licenses and/or certifications, obtain and pay for all permits and/or inspections, and comply with all laws, ordinances, regulations and building code requirements applicable to the work required herein. Damages, penalties, and/or fines imposed on the County or Contractor for failure to obtain and maintain required licenses, certifications, permits and/or inspections shall be borne by the Contractor. The Project Manager shall verify the certification(s), license(s), permit(s), etc. for the Contractor prior to authorizing work and as needed.

Notwithstanding any other provision of this Agreement, Contractor shall not be required pursuant to this Agreement to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Contractor, constitute a violation of any law or regulation to which Contractor is subject, including but not limited to laws and regulations requiring that Contractor conduct its operations in a safe and sound manner.

ARTICLE 34. NONDISCRIMINATION

During the performance of this Contract, Contractor agrees to not discriminate against any employee or applicant for employment because of race, religion, color, sex, handicap, marital status, age or national origin, and will take affirmative action to ensure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training.

By entering into this Contract, the Contractor attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts) or Miami-Dade County Resolution No. R-385-95. If the Contractor or any owner, subsidiary or other firm affiliated with or related to the Contractor is found by the responsible enforcement agency or the County to be in violation of the Act or the Resolution, such violation shall render this Contract void. This Contract shall be void if the Contractor submits a false affidavit pursuant to this Resolution or the Contractor violates the Act or the Resolution during the term of this Contract, even if the Contractor was not in violation at the time it submitted its affidavit.

ARTICLE 35. CONFLICT OF INTEREST

The Contractor represents that:

a) No officer, director, employee, agent, or other consultant of the County or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the award of this Agreement.

b) There are no undisclosed persons or entities interested with the Contractor in this Agreement. This Agreement is entered into by the Contractor without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other consultant of the County, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or a member of the immediate family or household of any of the aforesaid:

   i) is interested on behalf of or through the Contractor directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the services, supplies or work, to which this Agreement relates or in any portion of the revenues; or

   ii) is an employee, agent, advisor, or consultant to the Contractor or to the best of the Contractor's knowledge any subcontractor or supplier to the Contractor.

c) Neither the Contractor nor any officer, director, employee, agency, parent, subsidiary, or affiliate of the Contractor shall have an interest which is in conflict with the Contractor's faithful performance of its obligation under this Agreement; provided that the County, in its sole discretion, may consent in writing to such a relationship, provided the Contractor provides the County with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the County's best interest to consent to such relationship.

d) The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.

e) In the event Contractor has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Contractor shall promptly bring such information to the attention of the County's Project Manager. Contractor shall thereafter cooperate with the County's review and investigation of such information, and comply with the instructions Contractor receives from the Project Manager in regard to remedying the situation.

ARTICLE 36. PRESS RELEASE OR OTHER PUBLIC COMMUNICATION

Under no circumstances shall the Contractor without the express written consent of the County:

a) Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the County, or the Work being performed hereunder, unless the Contractor first obtains the written approval of the County. Such approval may be withheld if for any reason the County believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and

b) Communicate in any way with any contractor, department, board, agency, commission or other organization or any person whether governmental or private in connection with the Services to be performed hereunder except upon prior written approval and instruction of the County; and

c) Except as may be required by law, the Contractor and its employees, agents, subcontractors and suppliers will not represent, directly or indirectly, that any product or service provided by the Contractor or such parties has been approved or endorsed by the County.

ARTICLE 37. BANKRUPTCY

The County reserves the right to terminate this contract, if, during the term of any contract the Contractor has with the County, the Contractor becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Contractor under federal bankruptcy law or any state insolvency law.

ARTICLE 38. GOVERNING LAW

This Contract, including appendices, and all matters relating to this Contract (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida. Venue shall be Miami-Dade County.

ARTICLE 39. INDIVIDUALLY IDENTIFIABLE HEALTH INFORMATION and/or PROTECTED HEALTH INFORMATION

Any person or entity that performs or assists Miami-Dade County with a function or activity involving the use or disclosure of "Individually Identifiable Health Information (IIHI) and/or Protected Health Information (PHI) shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the Miami-Dade County Privacy Standards Administrative Order. HIPAA mandates for privacy, security and electronic transfer standards, include but are not limited to:

1. Use of information only for performing services required by the contract or as required by law;
2. Use of appropriate safeguards to prevent non-permitted disclosures;
3. Reporting to Miami-Dade County of any non-permitted use or disclosure;
4. Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the Contractor and reasonable assurances that IIHI/PHI will be held confidential;
5. Making Protected Health Information (PHI) available to the customer;
6. Making PHI available to the customer for review and amendment; and incorporating any amendments requested by the customer;
7. Making PHI available to Miami-Dade County for an accounting of disclosures; and
8. Making internal practices, books and records related to PHI available to Miami-Dade County for compliance audits.

PHI shall maintain its protected status regardless of the form and method of transmission (paper records, and/or electronic transfer of data). The Contractor must give its customers written notice of its privacy

information practices including specifically, a description of the types of uses and disclosures that would be made with protected health information.

ARTICLE 40. PERFORMANCE BOND

The Contractor agrees to execute and deliver simultaneously with the executed Contract, a Contractor's Performance Bond prepared on the applicable bond form(s) attached hereto as Attachment K, Performance Bond Form. The Bond(s), in the amount of $1,000,000 shall be in the form of a Surety Bond written through a local surety bond agency, rated as to Management and Strength as set forth below:

Surety Bond Qualifications: The following specifications shall apply to bid, performance, payment, maintenance, and all other types of bonds.

A. All bonds shall be written through surety insurers authorized to do business in the State of Florida as surety, with the following qualifications as to management and financial strength according to the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey:

Bond Amount	Best's Rating
$500,001 to $1,500,000	B V
$1,500,001 to $2,500,000	A VI
$2,500,001 to $5,000,000	A VII
$5,000,001 to $10,000,000	A VIII
Over $10,000,000	A IX

On bond amount of $500,000 or less, the provisions of Section 287.0935, Florida Statutes (1985) shall be in effect and surety companies not otherwise qualifying with this paragraph may optionally qualify by:

1. Providing evidence that the surety has twice the minimum surplus and capital required by the Florida Insurance Code at the time the invitation to bid is issued,

2. Certifying that the surety is otherwise in compliance with the Florida Insurance Code, and

3. Providing a copy of the currently valid Certificate of Authority issued by the United States Department of the Treasury under ss. 31 U.S.C. 9304-9308.

B. Surety insurers shall be listed in the latest Circular 570 of the U.S. Department of the Treasury entitled "**Surety Companies Acceptable on Federal Bonds**", published annually. The bond amount shall not exceed the underwriting limitations as shown in this circular.

C. The attorney-in-fact or other officer who signs a Contract Bond for a surety company must file with such bond a certified copy of his power of attorney authorizing him to do so. The Contract bond must be countersigned by the surety's resident Florida Agent.

The Contractor may in lieu of a surety bond, submit a cash bond, conditioned upon the faithful performance of the work in strict accordance with this Contract and with the Plans and Specifications and the completion of the same free from all liens and within the time limit herein specified; the said Bond shall be so worded as to make the Contract a part thereof and shall contain a clause providing the right of suit or action for whose benefit said bond shall be executed as disclosed by the text of said Bond and Contract to the same extent as if he or they were the obligee or obligee therein specifically mentioned, and all such persons shall be held or deemed to be obligee thereof.

Florida Statutes 255.05 provide for the following conditions to be made in all Performance and Payment Bonds

relating to public projects.

"A claimant, except a laborer, who is not in privity with the Principal and who has not received payment for his labor, materials, or supplies shall, within forty-five (45) days after beginning to furnish labor, materials, or supplies for the prosecution of the work, furnish the Principal with a notice that he intends to look to the bond for protection."

"A claimant who is not in privity with the Principal and who has not received payment for his labor, materials, or supplies shall, within ninety (90) days after performance of the labor or after complete delivery of the materials or supplies, deliver to the Principal and to the Surety written notice of the performance of the labor or delivery of the materials or supplies and of the non-payment."

"No action for the labor, materials, or supplies may be instituted against the Principal or the Surety unless both notices have been given. No action shall be instituted against the Principal or the Surety on the bond after one (1) year from the performance of the labor or completion of delivery of the materials or supplies."

ARTICLE 41. SUPPLEMENTAL GENERAL CONDITION (LIVING WAGE)

The provisions of Miami-Dade County Ordinance 99-44 apply to this Contract. The Contractor hereby agrees to comply with the provisions of Ordinance 99-44 as presented in the Supplemental General Condition (Attachment I), and acknowledges awareness of the penalties for non-compliance.

ARTICLE 42. DISALLOWANCE

In the event the Contractor is compensated for trips which are subsequently determined as disallowed by the County, the Contractor shall refund such amount to the County. The County may elect to deduct the disallowance from subsequent payments to the Contractor.

ARTICLE 43. SURVIVAL

The parties acknowledge that any of the obligations in this Agreement will survive the term, termination and cancellation hereof. Accordingly, the respective obligations of the Contractor and the County under this Agreement, which by nature would continue beyond the termination, cancellation or expiration thereof, shall survive termination, cancellation or expiration hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the contract date herein above set forth.

Contractor	Miami-Dade County
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____
Attest: _____ Corporate Secretary/Notary Public	Attest: _____ Clerk of the Board
Corporate Seal/Notary Seal	Approved as to form and legal sufficiency _____ Assistant County Attorney

ATTACHMENT D

PROPOSAL SUBMISSION PACKAGE

ATTACHMENT D

PROPOSAL SUBMISSION PACKAGE
Request for Proposals: RFP No. 800
Special Transportation Services

In response to the Solicitation, Proposer shall RETURN THIS ENTIRE PROPOSAL SUBMISSION PACKAGE as follows:

1. Form A-1, Cover Page of Proposal and Affidavits/Acknowledgements (Attachment E)

Form A-1: Complete and sign (by Proposer or representative of the Proposer who is legally authorized to enter into a contractual relationship in the name of the Proposer) as required.

Complete and sign the following forms
- Form A-2, Lobbyist Registration for Oral Presentations
- Form A-3, Acknowledgement of Addenda
- Form A-5, Proposer's Disclosure of Subcontractors and Suppliers
- Form A-6, Fair Subcontracting Policies

2. Federal Transit Administration Affidavits (Attachment F)

- EXHIBIT FED-DB-1, Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion (Lower Tier Covered Transaction)
- EXHIBIT FED-LB1, Lobbying Certification
- EXHIBIT FED-BY2, Buy America Certificate of Compliance or Non-Compliance
- EXHIBIT FED-DA1, Certification of Performance of Safety-Sensitive Functions
- Information for MDT Bidders List

3. Proposer Information (Attachment G)
Complete following the requirements therein.

Note: The Proposer Information document is available in an electronic format (Word) by submitting a written request via e-mail to the County contact person for this Solicitation.

Submit in hardcopy format an original, complete Proposal Submission Package and seven (7) copies and a compact disc (CD) of the complete package (Entire proposal, except the required forms/affidavits, shall be submitted as one single word document) **by the Proposal Due Date** (see front cover of Solicitation) in a sealed envelope/container addressed as follows:

Proposer's Name Proposer's Address Proposer's Telephone Number	
	Clerk of the Board Stephen P. Clark Center 111 NW 1st Street, 17th Floor, Suite 202 Miami, FL 33128-1983
RFP No.: 800 RFP Title: Special Transportation Services Proposal Due Date: December 2, 2011	

ATTACHMENT E

FORM A-1, COVER PAGE OF PROPOSAL AND AFFIDAVITS/ACKNOWLEDGEMENTS

ATTACHMENT E

Form A-1 (Cover page)

PROPOSER'S NAME (Name of firm, entity or organization):

FEDERAL EMPLOYER IDENTIFICATION NUMBER:

NAME AND TITLE OF PROPOSER'S CONTACT PERSON:

Name: Title:

MAILING ADDRESS:

Street Address: _____

City, State, Zip: _____

TELEPHONE:	***FAX:***	***E-MAIL ADDRESS:***
(_____) _____	(_____) _____	_____

PROPOSER'S ORGANIZATIONAL STRUCTURE:

____ Corporation ____ Partnership ____ Proprietorship ____ Joint Venture

____ Other (Explain): _____

IF CORPORATION:

Date Incorporated/Organized: _____ State Incorporated/Organized: _____

States registered in as foreign corporation: _____

PROPOSER'S SERVICE OR BUSINESS ACTIVITIES OTHER THAN WHAT THIS SOLICITATION REQUESTS FOR:

LIST NAMES OF PROPOSER'S SUBCONTRACTORS OR SUBCONSULTANTS FOR THIS PROJECT:

LOCAL CERTIFIED SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE:

A Local Certified Service-Disabled Veteran Business Enterprise is a firm that is a) a local business pursuant to Section 2-8.5 of the Code of Miami-Dade County and b) prior to proposal submittal is certified by the State of Florida Department of Management Services as a service-disabled veteran business enterprise pursuant to Section 295.187 of the Florida Statutes. At the time of proposal submission, the Local Certified Service-Disabled Veteran Business Enterprise must affirm in writing its compliance with the certification requirements of Section 295.187 of the Florida Statutes and submit said affirmation and a copy of the actual certification along with the proposal submission.

☐ Place a checkmark here only if affirming Proposer is a certified Local Certified Service-Disabled Veteran Business Enterprise. A copy of the required certification must be submitted with the proposal.

CRIMINAL CONVICTION DISCLOSURE:

Pursuant to Miami-Dade County Ordinance No. 94-34, any individual who has been convicted of a felony during the past ten years and any corporation, partnership, joint venture or other legal entity having an officer, director, or executive who has been convicted of a felony during the past ten years shall disclose this information prior to entering into a contract with or receiving funding from the County.

☐ Place a checkmark here only if Proposer has such conviction to disclose to comply with this requirement.

Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List:

By executing this proposal through a duly authorized representative, the proposer certifies that the proposer is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, as those terms are used and defined in sections 287.135 and 215.473 of the Florida Statutes. In the event that the proposer is unable to provide such certification but still seeks to be considered for award of this solicitation, the proposer shall execute the proposal through a duly authorized representative and shall also initial this space: _____. In such event, the proposer shall furnish together with its proposal a duly executed written explanation of the facts supporting any exception to the requirement for certification that it claims under Section 287.135 of the Florida Statutes. The proposer agrees to cooperate fully with the County in any investigation undertaken by the County to determine whether the claimed exception would be

applicable. The County shall have the right to terminate any contract resulting from this solicitation for default if the proposer is found to have submitted a false certification or to have been placed on the Scrutinized Companies for Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

PROPOSER'S AUTHORIZED SIGNATURE

The undersigned hereby certifies that this proposal is submitted in response to this solicitation.

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF PROPOSER TO BE BOUND BY THE TERMS OF ITS PROPOSAL. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED BELOW BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE PROPOSAL NON-RESPONSIVE. THE COUNTY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE PROPOSER TO THE TERMS OF ITS OFFER.

Signed By:_____ Date: _____

Print Name: _____ Title: _____

A-1 Rev. 7/29/11

Form A-2
AFFIDAVIT OF MIAMI-DADE COUNTY
LOBBYIST REGISTRATION FOR ORAL PRESENTATION

(1) ProjectTitle:_____ Project No.:_____
(2) Department: _____
(3) Proposer's Name: _____
Address: _____ Zip: _____
Business Telephone: (____) _____

(4) **List All Members of the Presentation Team Who Will Be Participating in the Oral Presentation:**

NAME	TITLE	EMPLOYED BY	TEL. NO.

(ATTACH ADDITIONAL SHEET IF NECESSARY)

The individuals named above are Registered and the Registration Fee is <u>not</u> required for the Oral Presentation ONLY.

Any person who appears as a representative for an individual or firm for an oral presentation before a County certification, evaluation, selection, technical review or similar committee must be listed on an affidavit provided by the County. The affidavit shall be filed with the Clerk of the Board at the time the response is submitted. The individual or firm must submit a revised affidavit for additional team members added after submittal of the proposal with the Clerk of the Board prior to the oral presentation. Any person not listed on the affidavit or revised affidavit may not participate in the oral presentation, unless he or she is registered with the Clerk's office and has paid all applicable fees.

Other than for the oral presentation, Proposers who wish to address the county commission, county board or county committee concerning any actions, decisions or recommendations of County personnel regarding this solicitation in accordance with Section 2-11.1(s) of the Code of Miami-Dade County MUST register with the Clerk of the Board and pay all applicable fees.

I do solemnly swear that all the foregoing facts are true and correct and I have read or am familiar with the provisions of Section 2-11.1(s) of the Code of Miami-Dade County as amended.

Signature of Authorized Representative: _____ Title: _____
STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____,
by_____, a _____, who is personally known
(Individual, Officer, Partner or Agent) (Sole Proprietor, Corporation or Partnership)
to me or who has produced _____ as identification and who did/did not take an oath.

_____
(Signature of person taking acknowledgement)

_____
(Name of Acknowledger typed, printed or stamped)

_____ _____
(Title or Rank) (Serial Number, if any)

Revised 2/7/05

Form A-3

ACKNOWLEDGEMENT OF ADDENDA

Instructions: Complete Part I or Part II, whichever is applicable.

PART I: Listed below are the dates of issue for each Addendum received in connection with this solicitation.

Addendum #1, Dated _____, 201___

Addendum #2, Dated _____, 201___

Addendum #3, Dated _____, 201___

Addendum #4, Dated _____, 201___

Addendum #5, Dated _____, 201___

Addendum #6, Dated _____, 201___

Addendum #7, Dated _____, 201___

Addendum #8, Dated _____, 201___

Addendum #9, Dated _____, 201___

PART II:

____ No Addendum was received in connection with this solicitation.

Authorized Signature:_____ Date: _____

Print Name: _____ Title: _____

Firm Name: _____

A-3- Rev. 1/25/10

FORM A-5

SUBCONTRACTOR/SUPPLIER LISTING
(Ordinance 97-104)

Name of Proposer _____

This form, or a comparable listing meeting the requirements of Ordinance No. 97-104, **MUST** be completed by all bidders and proposers on County contracts for purchase of supplies, materials or services, including professional services which involve expenditures of $100,000 or more, and all bidders and proposers on County or Public Health Trust construction contracts which involve expenditures of $100,000 or more. **This form, or a comparable listing meeting the requirements of Ordinance No. 97-104, must be completed and submitted even though the bidder or proposer will not utilize subcontractors or suppliers on the contract. The bidder or proposer should enter the word "NONE" under the appropriate heading in those instances where no subcontractors or suppliers will be used on the contract.** A bidder or proposer who is awarded the contract shall not change or substitute first tier subcontractors or direct suppliers or the portions of the contract work to be performed or materials to be supplied from those identified except upon written approval of the County.

Business Name and Address of First Tier Subcontractor/Subconsultant	Principal Owner	Scope of Work to be Performed by Subcontractor/Subconsultant	(Principal Owner)	
			Gender	*Race*
Business Name and Address of Direct Supplier	**Principal Owner**	**Supplies/Materials/Services to be Provided by Supplier**	**(Principal Owner)**	
			Gender	*Race*

I certify that the representations contained in this Subcontractor/Supplier Listing are to the best of my knowledge true and accurate.

_____

Signature of Proposer's Authorized Representative **Print Name** **Print Title** **Date**

(Duplicate if additional space is needed)
Form A-5(new 5/7/99)

Form A-6

FAIR SUBCONTRACTING POLICIES
(Section 2-8.8 of the Miami-Dade County Code)

FAIR SUBCONTRACTING PRACTICES

In compliance with Section 2-8.8 of the Miami-Dade County Code, the Proposer submits the following detailed statement of its policies and procedures for awarding subcontracts:

_____

I hereby certify that the foregoing information is true, correct and complete.

Signature of Authorized Representative: _____

Title: _____ Date: _____

Firm Name: _____

Form A-6 Rev. 2/13/01

ATTACHMENT F

FEDERAL TRANSIT ADMINISTRATION AFFIDAVITS

ATTACHMENT F

EXHIBIT FED-DB-1

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION (LOWER TIER COVERED TRANSACTION)

The prospective Lower Tier Participant certifies, by submission of this bid or proposal, that neither it nor its "principals" as defined at 49 C.F.R. 29.105(p) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

If the prospective Lower Tier Participant is unable to certify to the statement above, it shall attach an explanation, and indicate it has done so, by placing an "X" in the following space: _____.

THE BIDDER OR OFFEROR,_____, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THIS CERTIFICATION AND EXPLANATION, IF ANY.

IN ADDITION, THE LOWER-TIER BIDDER OR OFFEROR UNDERSTANDS AND AGREES THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. APPLY TO THIS CERTIFICATION AND EXPLANATION, IF ANY.

_____Signature of Participant's Authorized Official

_____Name and Title of Participant's Authorized Official

_____Date

EXHIBIT FED-LB1

LOBBYING CERTIFICATION

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The Contractor certifies, to the best of its knowledge and belief that:

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by Government wide Guidance for New Restrictions on Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed Reg 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements), and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure or failure.]

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. 3801 et seq. apply to this certification and disclosure, if any.

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractors Authorized Official

_____ Date

EXHIBIT FED-BY2

BUY AMERICA
CERTIFICATE OF COMPLIANCE OR NON-COMPLIANCE

The Buy America requirements apply to the following types of contracts: Construction Contracts and Acquisition of Goods or Rolling Stock (valued at more than $100,000).

If the bidder does not submit a signed certification with the bid, submits the wrong certification of compliance, that bid is non-responsive and cannot be considered.

☐ Certification requirement for procurement of steel, iron, or manufactured products. Certificate of Compliance with 49 U.S.C. 5323(j)(1). The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 CFR Part 661.5.

☐ Certification requirement for procurement of buses, other rolling stock and associated equipment. Certificate of Compliance with 49 U.S.C. 5323(j)(2)(C). The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and the regulations at 49 C.F.R. Part 661.11.

☐ Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1). The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1) or 49 U.S.C. 5323(j)(2)(C), and 49 C.F.R. 661.5 or 49 C.F.R. Part 661.11, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Date_____

Signature_____

Company Name_____

Title_____

EXHIBIT FED-DA1

CERTIFICATION OF PERFORMANCE OF SAFETY-SENSITIVE FUNCTIONS

I, _____, _____,
(Print Name) *(Title)*

representing _____, certify that, based on
(Name of Company)

the definitions in 49 CFR part 655 safety-sensitive functions are to be performed for Miami-Dade Transit by

_____ under Purchase Order or Contract Number
(Name of Company)

_____ entitled _____.
(Bid No.) *(Bid Title)*

I further certify that by _____ 20_____, _____
(Date) *(Name of Company)*

will be in compliance with 49 CFR part 655- Prevention of Alcohol and Prohibited Drug Misuse in Transit Operations. I understand that this will require that my company establish and maintain a comprehensive drug and alcohol program in accordance with each section of 49 CFR parts 655 and CFR 40.

ACKNOWLEDGMENT

_____
Representative's Signature

INFORMATION FOR MDT BIDDERS LIST

Bid Description: _____

Bid No.: _____ SIC: _____

Instructions to Bidders: Prime must complete a form for itself and must provide a form for each firm which was contacted as a potential subcontractor. An authorized representative of each firm must complete and sign this affidavit.

BIDDER INFORMATION:

Firm Name: _____ F.E.I.D. _____

Street Address: _____ Suite No.: _____

City: _____ State: _____ Zip Code: _____

Submitted as Prime Bidder?: Yes ____ No ____ If No, enter name of Prime: _____

Year Firm Founded: _____ Annual Gross Receipts of Firm: $_____

Phone No.: _____ FAX No.: _____ Email: _____

DBE INFORMATION

Certified in Dade County as DBE?: Yes ____ No If Yes, enter expiration date: ____/____/_____

Ethnicity (Circle one): Black Hispanic Native American Asian-Pacific American Subcontinent Asian American Other: _____

Gender: Male _____ Female _____ DBE Commitment by Prime: _____%

AFFIDAVIT

I affirm that the information submitted is correct to the best of my knowledge.

_____	_____	_____	_____
Signature	Name printed or typed	Title	Date

For MDT use only: Was the subject bid awarded to this prime? Yes _____ No _____
DBE Goal? Yes _____ No _____ DBE Goal Percent _____ %

ATTACHMENT G

PROPOSER INFORMATION

ATTACHMENT G

PROPOSER INFORMATION

1. Experience and Key Personnel

A. Provide the number of years that the Proposer has been in existence. Provide detailed descriptions of three (3) transportation/paratransit service contracts which the Proposer has either ongoing or completed within the past six (6) years that best demonstrate the Proposer's experience with services similar in scope to those requested herein. Where possible, list and describe those projects performed for government clients or similar size private entities (excluding any work performed for the County). Provide client details, dollar value of contracts.

B. List the names and addresses of all first tier subcontractors, including carriers, who will be assigned to this project. Describe the extent of work to be performed by each first tier subcontractor, the relevant experience on previous similar projects, qualifications, and other vital information.

C. List all contracts which the Proposer and subcontractors have performed for Miami-Dade County. The County will review all contracts the Proposer has performed for the County in accordance with Section 2-8.1(g) of the Miami-Dade County Code, which requires that "a Bidder's or Proposer's past performance on County Contracts be considered in the selection of Consultants and Contractors for future County Contracts." As such the Proposer must list and describe all work performed for Miami-Dade County and include for each project: (i) name of the County Department which administers or administered the contract, (ii) description of work, (iii) total dollar value of the contract, (iv) dates covering the term of the contract, (v) County contact person and phone number, (vi) statement of whether Proposer was the prime contractor or subcontractor, and (vii) the results of the project.

D. Provide technologies/systems that the Proposer is using in current contracts with other clients as it relates to the scope of services for this solicitation.

E. Provide information regarding all key personnel that will be assigned to this project. Key personnel refer to all managers, supervisors, trainers, technical users, legal, and other professional staff, including those of subcontractors. This information should clearly identify:
   i. the title of each key personnel,
   ii. distinguish the Proposer's employees and employees of the subcontractors or subconsultants,
   iii. describe the functions to be performed by each key personnel, and
   iv. identify the Proposer's Project Manager.
   v. Resumes describing the relevant experience on previous similar projects, qualifications, and other vital information of all key personnel who will be assigned to this project.

Note: After proposal submission, but prior to the award of any contract issued as a result of this Solicitation, the Proposer has a continuing obligation to advise the County of any changes, intended or otherwise, to the key personnel identified in its proposal.

2. Financial Capability

A. Provide evidence to demonstrate that the Proposer has the necessary financial resources to perform the services in a satisfactory manner. Evidence of financial capability may be established by the Proposer's most recent certified business financial statements and proof of available funds through bank credits as of a date not earlier than the end of the Proposer's preceding official tax accounting period, together with a statement in writing, signed by a duly authorized representative, stating that the present financial condition is materially the same as that shown on the balance sheet and income statement submitted, or with an explanation for a material change in the financial condition. A copy of the most recent business income tax return will be accepted if certified financial statements are unavailable.

B. Describe how the Proposer plans to use its financial resources to perform the services for the contract term. The description should include, but not be limited to, the Proposer's allotment for startup capital, payroll, and fleet operations.

3. Vehicles and Facilities

A. Describe the Proposer's vehicle fleet to be provided for this project and its plans to utilize fuel efficient vehicles, if any. Provide the year, make, model, and quantity of each vehicle type, including spares, to be used under a contract issued as a result of this solicitation. Also describe the Proposer's plan for future purchases to replace aging fleet used to service Customers.

B. Describe the Proposer's facilities, such as office space, vehicle base(s), and Trip Center that the Proposer will operate in conjunction with this project. Include the facilities' capabilities for standalone operations during Service hours in the event of power failure from a sustained or temporary event.

4. Service Plan and Safety

A. Describe, at minimum, the Proposer's detailed plan and procedures to:
   i. achieve efficient trip scheduling for services, not to exceed vehicle capacity and reduce excessive travel time throughout the Service Area,
   ii. achieve or exceed the performance standards of the Solicitation,
   iii. ensure data accuracy, and
   iv. ensure accurate and timely billing to the County.

B. Describe how the Proposer will handle communications with multi-lingual Customers, (such as Spanish and French/Creole speaking) to provide service to such clients.

C. Describe the Proposer's safety program and any other methods to be utilized to promote safety awareness. The safety program should include, but not be limited to, the following topics:
   i. accident response plan,
   ii. accident review process and analysis,
   iii. determination of an accident as preventable or non-preventable, utilizing the National Safety Council guidelines,
   iv. employee retraining provisions,
   v. daily procedures to ensure drivers and vehicles begin shifts in compliance,
   vi. driver incentive/disincentive provisions.

D. Describe the Proposer's Substance Abuse Testing Program as it complies with the Omnibus Transportation Testing Act of 1991 and Department of Transportation (DOT) regulations, 49 C.F.R. parts 40 and 655 as referenced herein.

E. Provide an outline and description of the following manuals/plans that the Proposer will provide for this project;
   i. operations manual,
   ii. Systems Safety Program Plans,
   iii. Disaster Recovery Plan,
   iv. Hurricane/Emergency Evacuation Plan, and
   v. computer system and information plan.

F. Identify if Proposer has taken any exception to the terms of this Solicitation. If so, indicate what alternative is being offered and the cost implications of the exception(s).

5. Proposed Technology and Systems

A. Describe the Proposer's planned technology and systems detailing quantity, make, model, product information, and performance specifications. Where applicable provide details on equipment installation and maintenance plans. As part of the description, identify the security feature(s) integrated in the equipment. The equipment described should include, but not be limited to:

i. Automatic Vehicle Locating/Global Positioning System (AVL/GPS) equipment
ii. Mobile Data Terminals or comparable technology:
iii. Equipment/Technology proposed for Options
iv. Pre-payment solution,
v. Smartcard/Long range radio frequency technology,
vi. Telephone systems and automated call distribution equipment,
vii. Personal computers,
viii. Servers,
ix. Proposer's network infrastructure (capacity and configuration), and
x. Vehicle location prediction
xi. Any other software that will be used by the Proposer to provide accurate, real-time and historical data/reporting to the County through direct access to the software by County staff.

6. Transition Plan

A. Provide the Proposer's detailed plan for transition and service start-up from the present Contractor identifying timeframes and duration for specific key tasks. This plan should include, but not be limited to:

i. Vehicle acquisition;

ii. Facility and equipment setup;

iii. Recruitment: Describe the Proposer's hiring/staffing program and the planned staffing level of drivers and personnel at the Trip Center. The hiring/staffing program should include, but not be limited to, the minimum qualifications necessary for all positions.

iv. Training for proposer's personnel: Describe the Proposer's training program for this project; include course names, course descriptions, length, and instruction methods. Detail the Proposer's training process, the frequency of follow-up training, additional training, re-training plans, and any circumstances that would warrant re-training. The training program courses should include, but not limited to:

a. defensive driving training,
b. understanding the American with Disabilities Act as it relates to the project,
c. Passenger Assistance Techniques (PAT) or equivalent training,
d. expectations of driver conduct,
e. mobile data terminals training, and
f. policies and procedures of the STS Program for each position category

v. Training for County's personnel;
vi. Specific details if the Proposer plans to provide parallel reservation, scheduling, and/or dispatch operations with the present Contractor;
vii. Description of how the transition will impact existing reservations, scheduling, and transportation functions;
viii. Description of the installation, testing, and operation of technology hardware and software, AVL/GPS equipment, mobile data terminals, and pre-payment solution, Smart cards/RFID technology;

ix. Proposer's detailed plan and capacity to meet deployment requirements as specified in Section 14.5 of the RFP;

B. The County prefers that the selected proposer begins providing services on 91st day after the contract is awarded by the Board of County Commissioners. Please provide your implementation schedule.

ATTACHMENT H

FEDERALLY REQUIRED CLAUSES

Attachment H
FEDERALLY REQUIRED CLAUSES

1. FLY AMERICA REQUIREMENTS

49 U.S.C. §40118
41 CFR Part 301-10

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

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2. BUY AMERICA REQUIREMENTS

49 U.S.C. 5323(j)
49 CFR Part 661

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification (Exhibit FED-BY2) with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

Certification requirement for procurement of steel, iron, or manufactured products.

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3. CHARTER BUS REQUIREMENTS

49 U.S.C. 5323(d)
49 CFR Part 604

The contractor agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.

3. SCHOOL BUS REQUIREMENTS

49 U.S.C. 5323(F)
49 CFR Part 605

INTENTIONALLY OMITTED

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4. CARGO PREFERENCE REQUIREMENTS

46 U.S.C. 1241
46 CFR Part 381

Use of United States-Flag Vessels - The contractor agrees: a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels; b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of - lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading.) c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

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5. SEISMIC SAFETY REQUIREMENTS

42 U.S.C. 7701 et seq. 49
CFR Part 41

INTENTIONALLY OMITTED

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6. ENERGY CONSERVATION REQUIREMENTS

42 U.S.C. 6321 et seq.
49 CFR Part 18

Energy Conservation - The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

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7. CLEAN WATER REQUIREMENTS

33 U.S.C. 1251

Clean Water - (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq . The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

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8. BUS TESTING

49 U.S.C. 5323(c)
49 CFR Part 665

INTENTIONALLY OMITTED

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9. PRE-AWARD AND POST DELIVERY AUDITS REQUIREMENTS

49 U.S.C. 5323
49 CFR Part 663

Pre-Award and Post-Delivery Audit Requirements - The Contractor agrees to comply with 49 U.S.C. § 5323(l) and FTA's implementing regulation at 49 C.F.R. Part 663 and to submit the following certifications:

(1) Buy America Requirements: The Contractor shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If the Bidder/Offeror certifies compliance with Buy America, it shall submit documentation which lists 1) component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and 2) the location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.

(2) Solicitation Specification Requirements: The Contractor shall submit evidence that it will be capable of meeting the bid specifications.

(3) Federal Motor Vehicle Safety Standards (FMVSS): The Contractor shall submit 1) manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or 2) manufacturer's certified statement that the contracted buses will not be subject to FMVSS regulations.

BUY AMERICA CERTIFICATE OF COMPLIANCE WITH FTA REQUIREMENTS FOR BUSES, OTHER ROLLING STOCK, OR ASSOCIATED EQUIPMENT

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10. LOBBYING

31 U.S.C. 1352
49 CFR Part 19
49 CFR Part 20

Contractors who apply or bid for an award of $100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

Certification for Contracts, Grants, Loans, and Cooperative Agreements (Exhibit FED-LB1) to be submitted with each bid or offer exceeding $100,000.

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11. ACCESS TO RECORDS AND REPORTS

49 U.S.C. 5325
18 CFR 18.36 (i)
49 CFR 633.17

The following access to records requirements apply to this Contract:

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

2. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at $100,000.

3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

4. Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

5. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

6. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

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12. FEDERAL CHANGES

49 CFR Part 18

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

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13. BONDING REQUIREMENTS

INTENTIONALLY OMITTED

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14. CLEAN AIR

42 U.S.C. 7401 et seq
40 CFR 15.61
49 CFR Part 18

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq . The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

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15. RECYCLED PRODUCTS

42 U.S.C. 6962
40 CFR Part 247
Executive Order 12873

Recovered Materials - The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to

the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

16. DAVIS-BACON AND COPELAND ANTI-KICKBACK ACTS

INTENTIONALLY OMITTED

17. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

40 USC 3701

The Contractor agrees to comply with the following:

(1) Overtime requirements - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages - The (write in the name of the grantee) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts - The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

18. [RESERVED]

19. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

(1) The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express

written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

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

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20. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

31 U.S.C. 3801 et seq.
49 CFR Part 31 18 U.S.C. 1001
49 U.S.C. 5307

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 et seq . and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

(3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

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21. TERMINATION

49 U.S.C. Part 18
FTA Circular 4220.1E

See Attachment C, Article 23.

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22. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

49 CFR Part 29
Executive Order 12549

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the County. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

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23. PRIVACY ACT

5 U.S.C. 552

(1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974,

5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

(2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

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24. CIVIL RIGHTS REQUIREMENTS

29 U.S.C. § 623, 42 U.S.C. § 2000
42 U.S.C. § 6102, 42 U.S.C. § 12112
42 U.S.C. § 12132, 49 U.S.C. § 5332
29 CFR Part 1630, 41 CFR Parts 60 et seq.

The following requirements apply to the underlying contract:

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq ., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

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25. BREACHES AND DISPUTE RESOLUTION

49 CFR Part 18

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the County's Project Manager. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Project Manager. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Project Manager shall be binding upon the Contractor and the Contractor shall abide be the decision.

Performance During Dispute - Unless otherwise directed by the County, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the County and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the County is located.

Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the County or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

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26. PATENT AND RIGHTS IN DATA

37 CFR Part 401
49 CFR Parts 18 and 19

Intentionally Ommitted

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27. TRANSIT EMPLOYEE PROTECTIVE AGREEMENTS

49 U.S.C. § 5310, § 5311, and § 5333
29 CFR Part 215

(1) The Contractor agrees to the comply with applicable transit employee protective requirements as follows:

(a) General Transit Employee Protective Requirements - To the extent that FTA determines that transit operations are involved, the Contractor agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Recipient's project from which Federal assistance is provided to support work on the underlying contract. The Contractor agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of this subsection (1), however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2), or for projects for nonurbanized areas authorized by 49 U.S.C. § 5311. Alternate provisions for those projects are set forth in subsections (b) and (c) of this clause.

(b) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C.

§ 5310(a)(2) for Elderly Individuals and Individuals with Disabilities - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for the state and the public body subrecipient for which work is performed on the underlying contract, the Contractor agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. § 5333(b), U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth Grant Agreement or Cooperative Agreement with the state. The Contractor agrees to perform

transit operations in connection with the underlying contract in compliance with the conditions stated in that U.S. DOL letter.

(c) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C.

§ 5311 in Nonurbanized Areas - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, the Contractor agrees to comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

(2) The Contractor also agrees to include the any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

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28. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

49 CFR Part 26

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.* The agency's overall goal for DBE participation is **21.5%.**

b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the County deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

c. The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

d. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the County. In addition, is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.

e. The contractor must promptly notify the County, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the County.

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29. [RESERVED]

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30. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

FTA Circular 4220.1F

The general contract provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated June 19, 2003, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any County requests, which would cause the County to be in violation of the FTA terms and conditions.

31. DRUG AND ALCOHOL TESTING

49 U.S.C. §5331
49 CFR Parts 653 and 654

The contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Parts 653 and 654, produce any documentation necessary to establish its compliance with Parts 653 and 654, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of Florida, or the County, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 653 and 654 and review the testing process. The contractor agrees further to certify annually its compliance with Parts 653 and 654 before February 15th and to submit the Management Information System (MIS) reports before February 15th to the County's Project Manager. To certify compliance the contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

32. ADA Access

49 CFR Part 37
36 CFR Part 1192 and 49 CFR Part 38

Rolling stock must comply with the accessibility requirements of DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37, and Joint ATBCB/DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 CFR Part 1192 and 49 CFR Part 38.

ATTACHMENT I

SUPPLEMENTAL GENERAL CONDITION (LIVING WAGE)

ATTACHMENT I

MIAMI-DADE COUNTY
LIVING WAGES
SUPPLEMENTAL GENERAL CONDITION

Bidders providing a covered service are advised that the provisions of Section 2-8.9 of the Code of Miami-Dade County (Code) as amended by Ordinance [Governing Legislation], will apply to any contract(s) awarded pursuant to this bid or issuance of a GASP/Permit or other Service Contract agreement by Miami-Dade County Aviation Department. By submitting a bid pursuant to these specifications, a bidder is hereby agreeing to comply with the provisions of Section 2-8.9, and to acknowledge awareness of the penalties for non-compliance. A copy of this Code Section may be obtained online at www.miamidade.gov.

This Supplemental General Condition is organized with the following sections:

1. Definitions
2. Minimum Wages and Posting of Information.
3. Liability for Unpaid Wages; Liquidated Damages; Withholding
4. Payrolls, Records and Reporting
5. Subcontracts
6. Complaints and Hearings; Contract Termination and Debarment

1. DEFINITIONS

A. "Administrative hearing officer" means a qualified arbitrator appointed by the County Manager to resolve disputes arising from the enforcement of the Living Wage Ordinance.

B. "Applicable department" means the County department(s) using the service contract.

C. "Complaint" means any written charge/allegation presented to the Compliance Officer alleging a practice prohibited by the Ordinance.

D. "Compliance officer" means the County Manager or his/her designee to review compliance with the Governing Legislation or Living Wage Ordinance and the Administrative Order.

E. "Contract" means an agreement for services covered by the Living Wage Ordinance involving the County or Public Health Trust, or approved by the County, the Procurement Director or his/her designee, or the Public Health Trust or a Permit or Lease agreement with Miami-Dade County Aviation Department.

F. "Contracting officer" means the Department of Procurement Management and Public Health Trust staff or any other County personnel responsible for issuing County service contracts.

G. "County" means the government of Miami-Dade County or the Public Health Trust.

H. "Covered employee" means anyone employed by any service contractor, as further defined in County Code Section 2-8.9, either full or part time, as an employee with or without benefits that is providing covered services pursuant to the service contractor's contract with the County.

I. "Covered employer" means any and all service contractors and subcontractors of service contractors providing covered services. Service contractor is any individual, business entity,

corporation (whether for profit or not-for-profit), partnership, limited liability company, joint venture, or similar business that is conducting business in Miami-Dade County or any immediately adjoining county and meets the following criteria:

(1) the service contractor is paid in whole or in part from the County's general fund, capital projects funds, special revenue funds, or any other funds either directly or indirectly, for contracted covered service whether by competitive bid process, informal bids, requests for proposals, some form of solicitation, negotiation, or agreement, or any other decision to enter into a contract; and

(2) the service contractor and any subcontractor is engaged in the business to provide covered services either directly or indirectly for the benefit of the County; or

(3) the service contractor is a General Aeronautical Service (GASP) Permittee or otherwise provides any of the covered services defined herein at any Miami Dade County Aviation Department facility including Miami International Airport pursuant to a permit, lease agreement or otherwise.

J. Covered services are services purchased by the County that are subject to the requirements of the Living Wage Ordinance which are one of the following:

(1) County Service Contracts - Contracts awarded by the County that involve a total contract value of over $100,000 per year for the following services:

(i) food preparation and/or distribution;
(ii) security services;
(iii) routine maintenance services such as custodial, cleaning, refuse removal, repair, refinishing and recycling;
(iv) clerical or other non-supervisory office work, whether temporary or permanent;
(v) transportation and parking services including airport and seaport services;
(vi) printing and reproduction services; and,
(vii) landscaping, lawn and/or agricultural services.

(2) Services provided to Miami-Dade County Aviation facilities: Any service that is provided by a GASP Permittee to a Miami-Dade County Aviation Department Facility or any other service contractor that provides any of the following services to a Miami-Dade County Aviation Department facility is a covered service without reference to any contract value.

(i) Ramp Service: Guiding aircraft in and out of Airport; aircraft loading and unloading positions, designated by the Aviation Department; placing in position and operating passenger, baggage and cargo loading and unloading devices, as required for the safe and efficient loading and unloading of passengers, baggage and cargo to and from aircraft; performing such loading and unloading; providing aircraft utility services, such as air start and cabin air; fueling; catering; towing aircraft; cleaning of aircraft; delivering cargo, baggage and mail to and from aircraft to and from locations at any Miami-Dade County Aviation Department facility; and providing such other ramp services approved in writing by the Aviation Department;

(ii) Porter Assistance Services: Handling and transportation through the use of porters, or other means, of baggage and other articles of the passengers of contracting air carriers or aircraft operators, upon request of the passenger, in public access areas of the Airport Terminal Complex. The Living Wage shall not

apply to employees performing tip-related porter assistance services, including curbside check-in;

(iii) Passenger Services: Preparing such clearance documents for the baggage and cargo of aircraft passengers, as may be required by all governmental agencies; furnishing linguists for the assistance of foreign-speaking passengers; passenger information assistance; arranging in-flight meals for departing aircraft with persons or companies authorized by the Department to provide such meals; and providing assistance to handicapped passengers;

(iv) Dispatching and Communications Services: Providing ground to aircraft radio communication service; issuing flight clearances; sending and receiving standard arrival, departure and flight plan messages with appropriate distribution of received messages; providing standby radio flight watch for aircraft in flight; and calculation of fuel loads and take-off and landing weights for aircraft;

(v) Meteorological Navigation Services: Providing information based on the analysis and interpretation of weather charts; planning aircraft flights in accordance with the latest accepted techniques; providing appropriate prognostic weather charts; and generally providing information appropriate for enroute aerial navigation;

(vi) Ticket Counter and Operations Space Service: The operation of ticket counter and airlines' operations space; ticket checking, sales and processing; weighing of baggage; operation of an information, general traffic operations and communications office for air carriers and aircraft operators with whom the Service Contractor has contracted to supply such services;

(vii) Janitorial Services;

(viii) Delayed Baggage Services;

(ix) Security Services unless provided by federal government or pursuant to a federal government contract; and,

(x) Any other type of service that a GASP permittee is authorized to perform at any Miami-Dade County Aviation Department Facility will be considered a covered service, regardless of whether the service is performed by a GASP permittee or other service contractor.

(xi) In warehouse cargo handlers.

K. "Debar" means to exclude a service contractor, its individual officers, its principal shareholders, its qualifying agent or its affiliated businesses from County contracting and subcontracting for a specific period of time, not to exceed five (5) years, pursuant to section 10-38 of the Code of Miami-Dade County.

L. "Living wage" means the minimum hourly pay rate with or without a health benefit plan as further described in Section 2-8.9 of the Code of Miami-Dade County and as indexed from year to year.

M. "Living Wage Commission" means a fifteen person advisory board established by the County

Commission for the purpose of reviewing the effectiveness of the Living Wage Ordinance, reviewing certifications submitted by covered employers, reviewing quarterly reports on complaints filed by employees and making recommendations to the County Mayor and Commission.

N. "Project manager" means the person assigned under a contract, usually a department director of the using agency or his/her designee, who has primary responsibility to manage the contract and enforce contract requirements.

2. MINIMUM WAGES AND POSTING OF INFORMATION

A. All covered employees providing covered services shall be paid a living wage in accordance with the current rate for the given year in the manner provided for herein for the adjustment of the Living Wage rate. When the covered employer seeks to comply with the Code by choosing to pay the wage rate applicable when also providing a qualifying Health Benefit Plan, such health benefit plan shall consist of a per hour contribution towards the provision of a Health Benefit Plan for employees and, if applicable, their dependents in accordance with the current rate for the given year. Proof of the provision of such a health benefit plan must be submitted to the awarding authority to qualify for the wage rate for employees with a health benefit plan.

B. The minimum amount of payment by a Service Contractor for the provision of a Health Benefit Plan on a per-hour basis will be calculated based on a maximum of a 40-hour work week. Overtime hours will not require additional payments towards the provision of a health benefit plan. If the service contractor pays less than the required amount for provision a health benefit plan provided in this section, then the service contractor may comply with the Living Wage requirements by paying the difference between the premium it pays for the health benefit plan of the Covered Employee and the minimum amount required by this section for a qualifying health benefit plan. The service contractor may require that all employees enroll in a health benefit plan offered by the service contractor, provided that the employee is not required to pay a premium contribution for employee-only coverage. Health Benefit Plan for purposes of this section shall qualify if it includes the benefits contained in a standard health benefit plan meeting the requirements set forth in §627.6699(12)(a)Florida Statutes.

(1) To the extent a Covered Employer seeks to pay the lower Living Wage rate for employers providing a qualifying Health Benefit Plan during the initial eligibility period applicable to new employees, the Living Wage requirement may be complied with as follows during the eligibility period:

i. A Covered Employer may only qualify to pay the Living Wage rate applicable to employees with a Health Benefit Plan for a term not to exceed the first ninety (90) days of the new initial employee's eligibility period, said term commencing on the employee's date of hire.

ii. If the Covered Employee is not provided with a qualifying Health Benefit Plan within ninety (90) days of initial hire, then the Covered Employer, commencing on the ninety-first (91) day of the new employee's initial eligibility period, must commence to pay the applicable Living Wage rate for Covered Employees without a Health Benefit Plan and must retroactively pay the Covered Employee the difference between the two Living Wage rates for the term of the eligibility period.

C. Pursuant to Section C of County Code Section 2-8.9, the Living Wage rate must be annually indexed based on the Consumer Price Index (CPI) calculated by the U.S. Department of Commerce as applied to the County of Miami-Dade.

D. Covered employees shall be paid by company or cashier's check, not less than bi-weekly, and without subsequent deduction or rebate on any account. The covered employer shall pay wage rates in accordance with federal and all other applicable laws such as overtime and similar wage laws.

E. Covered employers must post in a visible place on the site where such contract work is being performed, a notice specifying the (1) wages/benefits to be paid; (2) the amount of liquidated damages for any failure to pay such specified combined overall hourly wage rate and benefits; and (3) the name and address of the responsible official in Miami-Dade County to whom written complaints should be sent. Posting requirements will not be required where the employer prints the following statements on the front of the covered employee's paycheck and every six months thereafter: "You are required by Miami-Dade County law to be paid at least [insert applicable rate under this Chapter] dollars an hour. If you are not paid this hourly rate, contact your supervisor or a lawyer." All notices will be printed in English, Spanish and Creole. Any complaints of underpayment must be filed in writing with the Director of the Department of Business Development, 111 Northwest First Street, 19th Floor, Miami, Fl., 33128, (305) 375-3134.

F. Covered employers must refrain from terminating or otherwise retaliating against an employee performing work on the contract even though a complaint of practices has been filed by the employee or other investigative or enforcement action is being taken regarding such service contractor.

3. LIABILITY FOR UNPAID WAGES; PENALTIES; WITHHOLDING

A. In the event of any underpayment of required wage rates, the contractor may be liable to the underpaid employee for the amount of such underpayment within thirty (30) days of the findings of violation. Covered employers found to be in violation of the requirements of Section 2-8.9 may also be required to pay liquidated damages of up to $500 to the County for each employee of the covered employer who performs any portion of the contract work for each week, or portion thereof, that is paid less than the specified applicable living wage rate. Request for appeals of violations must be filed in writing with the compliance officer within ten (10) days of receipt of the violation.

B. Any wages not collected by underpaid employees shall be remitted, by the employer responsible for paying the wage debt, to the Department of Business Development (DBD) for depository into the DBD Trust Fund. Proceeds from the "Trust Fund" shall be held for one (1) year and if not claimed by the underpaid employee, shall be transferred to the State of Florida.

C. The County may withhold from a service contractor any moneys payable on account of work performed under the contract, such sums as may be determined to be necessary to satisfy any liabilities for unpaid wages and penalties as provided herein. In order to preserve the rights of the affected workers under Section 2-8.9, the project manager may withhold or cause to be withheld from the service contractor under this agreement so much of the accrued payments or advances as may be considered necessary to pay employees of the covered employer the full amount of wages required by the contract. In the event of failure to pay any covered employee, employed or working on the project, all or part of the wages required by the

contract, the project manager may, after written notice to the service contractor, take such action as may be necessary to cause the suspension of any further payment, until such violations have ceased. The withheld monies shall be remitted to the covered employee only in accordance with the provisions of Section 6, "Complaints and Hearings; Contract Termination and Debarment".

D. In addition to the payment of penalties and backwages, repeat offenders may be debarred from doing business with the County for a period of up to five years and/or have their contracts terminated.

E. A covered employer who fails to respond to a notice of non-compliance, fails to attend a Compliance Meeting, or who does not timely request an administrative hearing from an adverse compliance determination made by DBD after a Compliance Meeting shall be deemed not to have complied with the requirements of this section as stated in the notice or determination of non-compliance. Once the determination is made by DBD, the notice or determination of non-compliance will stand. In the case of underpayment of the Living Wage required, an amount sufficient to pay any underpayment shall be withheld from contract proceeds and remitted to the employee and the covered employer may be fined the applicable penalty for such underpayment as follows. In the case of underpayment of the required Living Wage rate, the amount equal to the amount of such underpayment may be withheld from the covered employer and remitted to the employee and in addition, the covered employer may also be fined for such non-compliance as follows:

(1) For the first underpayment, a penalty in an amount equal to 10% of the amount;
(2) For the second underpayment, a penalty in an amount equal to 20% thereof;
(3) For the third and successive underpayments, a penalty in an amount equal to 30% thereof;
(4) A fourth violation shall constitute a default of the subject contract and may be cause for suspension or termination in accordance with the contract's terms and debarment in accordance with the debarment procedures of the County.

Monies received from payment of penalties imposed hereunder shall be deposited in a separate account and shall be utilized solely to defray DBD's costs of administering the Living Wage provisions. If the required payment is not made within a reasonable period of time, the non-complying Covered Employer and the principal owners thereof shall be prohibited from bidding on or otherwise participating in County Living Wage contracts for a period of three (3) years.

4. PAYROLL; RECORDS; REPORTING

A. Each covered employer shall maintain payrolls for all covered employees and records relating thereto and shall preserve them for a period of three (3) years. The records shall contain: the name and address of each covered employee, the job title and classification, the number of hours worked each day, the gross wages earned and deductions made; annual wages paid; a copy of the social security returns and evidence of payment thereof; if applicable, a record of health benefit payments including contributions to approved plans; and any other data or information the Living Wage Commission or compliance officer should require from time to time.

B. The service contractor shall provide a certificate to the applicable department, with every invoice or requisition for payment, that includes the name, address, and phone number of the covered employer, a local contact person, and the specific project for which the service

contract is sought; the amount of the contract and the applicable department the contract will serve; a brief description of the project or service provided; a statement of the wage levels for all employees; and a commitment to pay all employees a living wage as set forth in the contract specifications; and the name and social security number of every employee that provided service for that requisition for payment.

C. The covered employer shall submit the information required hereunder every six (6) months, to the applicable department a complete payroll showing the employer's payroll records for each covered employee working on the contract for covered services for one payroll period.

D. The covered employer shall file with the applicable department, every six months, reports of employment activities to be made publicly available, including: race and gender of employees hired and terminated; zip codes of employees hired and terminated; and wage rates of employees hired and terminated.

E. The covered employer shall make the records required to be kept hereunder available for inspection, copying or transcription by an authorized representative of the County, and shall permit such representative to interview employees during working hours on the job. Failure to submit the required reports upon request or to make records available may be grounds for debarment. The service contractor is responsible for the submission of the information required hereunder and for the maintenance of records and provision of access to same by all subcontractors.

5. SUBCONTRACTS

The service contractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 6 of this provision and also a clause requiring the subcontractors to include these clauses in any subcontracts. The service contractor shall be responsible for compliance by any subcontractor with the clauses set forth in paragraphs 1 through 6 of this provision.

6. PROCEDURES FOR APPEAL THROUGH ADMINISTRATIVE HEARING OFFICER PROCESS; CONTRACT TERMINATION AND DEBARMENT

A. Appeals of findings of violation and imposition of penalties by the compliance officer shall be heard by an administrative hearing officer. Upon the receipt of a written appeal, the compliance officer shall notify the County Manager in writing and the County Manager shall appoint an administrative hearing officer and set a time for an administrative hearing. Failure to appeal within the specified time shall be considered a waiver of the appeal process provided for in Section 3.A and an admission of the complaint/violation.

B. Notification of hearing date shall be served by the compliance officer upon the covered employer against whom the complaint is made within ten (10) working days of the appointment of the administrative hearing officer. Such notice shall be by certified mail, return receipt requested. Such notice shall include:

1) A copy of the written complaint, including reasons and causes for the proposed administrative hearing outlining alleged prohibited practices upon which it is based;
2) The penalties assessed;
3) That an administrative hearing shall be conducted before an administrative hearing officer on a date and time not to exceed thirty (30) business days after service of the notice. The notice shall also advise the covered employer that they may be represented by an attorney,

may present documentary evidence and verbal testimony, and may cross-examine or rebut evidence and testimony presented against them; and,

4) A description of the effect of the issuance of the notice of the proposed administrative hearing and the potential effect(s) of this administrative hearing.

C. The compliance officer or his/her designee shall, with the assistance of the project manager, present evidence and arguments to the administrative hearing officer.

D. No later than seven (7) days prior to the scheduled hearing date, the covered employer must furnish the compliance officer a list of the defenses the covered employer intends to present at the administrative hearing. If the covered employer fails to submit such list, in writing, at least seven (7) days prior to the administrative hearing, or fails to seek an extension of time within which to do so, the covered employer shall be deemed to have waived the opportunity to be heard at the administrative hearing. The administrative hearing officer shall have the right to grant or deny an extension of time, and the decision may only be reviewed upon an abuse of discretion.

E. Hearsay evidence shall be admissible at the administrative hearing, but shall not form the sole basis for finding a violation of Section 2-8.9. The administrative hearing shall be transcribed, taped or otherwise recorded by a court reporter, at the election of the administrative hearing officer and at the expense of the County. Copies of the hearing tape or transcript shall be furnished at the expense and request of the requesting party. The cost of such transcription may be assessed, by the hearing officer, against a service contractor that has been found to violate Section 2-8.9.

F. In addition to the payment of penalties and back wages, the County Manager may debar, for a period not to exceed three (3) years, a service contractor or subcontractor and the principal owners and/or qualifying agents thereof found to have violated the requirements of Section 2-8.9 a second time. If the County Manager determines a covered employer failed to comply with these provisions a forth time, the non-complying covered employer's service contract with the County may be terminated.

G. The County Manager may order the withheld amount equal to any underpayment remitted to the employee. In addition, the County Manager may order payment of a penalty to the County. If the required payment is not made within a reasonable period of time, the County Manager may order debarment as described above.

A breach of the clauses contained in this Supplemental General Condition shall be deemed a breach of this contract/ Permit or Lease Agreement and may be grounds for termination of the contract, Permit or Lease Agreement and grounds for debarment, and any other remedies available to the County.

ATTACHMENT J

MIAMI DADE COUNTY SPECIAL TRANSPORTATION SERVICES DBE/EEO PROFESSIONAL SERVICES REQUIREMENTS

Attachment J

MIAMI-DADE COUNTY

SPECIAL TRANSPORTATION SERVICES

DBE & EEO PROFESSIONAL SERVICES REQUIREMENTS

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I. DEPARTMENT OF LABOR PROVISIONS

1. Overtime requirements - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

3. Withholding for unpaid wages and liquidated damages - MDC shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

4. Non-Construction Contracts

The requirements of the clauses contained in 29 C.F.R. 5.5 (b) or paragraphs (10) through (13) of Section 112.a. of Part II Terms and Conditions (Master Agreement) of the Federal Transit Administration agreement, are applicable in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 C.F.R. 5.1. The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked deductions made, and actual wages paid. The records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of FTA, DOT, or the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

5. Subcontracts.

The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraphs (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth on subparagraphs (1) through (4) of this paragraph.

6. Contract Termination: Debarment.

A breach of the contract clauses in 29 C.F.R. Parts 5 and any other labor standards where applicable may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 C.F.R. 5.12.

7. Disputes Concerning Labor Standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 C.F.R. Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontracts) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

SECTION II: EQUAL OPPORTUNITY/NONDISCRIMINATION

A. EQUAL EMPLOYMENT OPPORTUNITY

In connection with the execution of this contract, the contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, ancestry, marital status, pregnancy, sexual orientation, veteran's status, or national origin. The contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color,

religion, sex, age, disability, marital status, pregnancy, sexual orientation, veteran's status, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeships. Contractor further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by MDC setting forth the provisions of this Equal Opportunity clause.

B. DISCRIMINATION PROHIBITED

The Contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or any other remedy as MDC deems appropriate. (49 CFR Part 26.13(b))

C. NONDISCRIMINATION (General)

The proposer will comply with all regulations of the U. S. Department of Transportation, all applicable provisions of the Civil Rights act of 1964, Executive Order 11246 of September 24, 1964 as amended by Executive Order 11375 Executive Order 11625 of October 13, 1971, the Age Discrimination in Employment Act effective June 12, 1968, the rules regulations and relevant orders of the Secretary of Labor, Chapter 760 (Florida Civil Rights Act of 1992, as amended); Dade County Ordinance 75-46 and Articles 3 and 4 of Chapter 11a of the Code of Miami-Dade County which prohibit discrimination because of race, color, religion, ancestry, sex, pregnancy, national origin, age, handicap, marital status or familial status of any individual.

D. DISABILITY NONDISCRIMINATION.

It is hereby declared to be the national policy that elderly persons and persons with disabilities have the same right as other persons to utilize mass transportation and services; that special efforts shall be made in the planning and design of mass transportation facilities and services so that the availability to elderly persons and persons with disabilities of mass transportation which they can effectively utilize will be assured; and that all Federal programs offering assistance in the field of mass transportation (including the programs under this chapter) should contain provisions implementing this policy. (49 U.S.C. Part 5301. [d].)

1. "In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. Also, in accord with section 102(a) as amended, FR 28

CFR Part 35 and 36, section 202, as amended,29 U.S.C. 794d, and section 228(a)(1), FR 49 CFR , Parts 27, 37, and 38, the Contractor agrees that it will comply with the requirements of the Americans with Disabilities Act Rules and Regulations prohibiting discrimination based on disability: "no qualified individual with a disability shall, by reason of such disability, be excluded from participation in or be denied the benefits of the services, programs, or activities of a public entity, or be subjected to discrimination by any such entity." Additionally, the contractor agrees to comply with requirements pertaining to existing facilities used in the provision of designated public transportation services: "it shall be considered discrimination, for purposes of section 202 of this Act and section # 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), for a public entity to fail to operate a designated public transportation program or activity conducted in such facilities so that, when viewed in the entirety, the program or activity is readily accessible to and usable by individuals with disabilities. Furthermore, the Contractor agrees to comply with any implementing requirements Miami-Dade Transit and/or FTA may issue."

SECTION III: DISADVANTAGED BUSINESS ENTERPRISE AFFIRMATIVE ACTION REQUIREMENTS

A. DEFINITIONS: As used in this Disadvantaged Business Enterprise (DBE) Contractor Participation Provision ("Provision"), the following terms shall have the following meanings (the definitions shall not apply outside of this Provision where inconsistent with those contained elsewhere in the Proposal documents):

1. Affirmative Action - Positive activities undertaken to eliminate discrimination and effects of past discrimination and to ensure nondiscriminatory practices in the future.

2. Board - Board of County Commissioners, Miami-Dade County, Florida.

3. Challenge - A formal filing by a third party to rebut the presumption that a particular individual is socially and economically disadvantaged.

4. Commercially Useful Function – When a DBE is responsible for the execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself, in light of industry practices and other relevant considerations. If, MDC has any reason to believe that a firm, while an eligible DBE, is not performing a commercially useful function in a particular transaction, the contractor will not receive credit toward the Goal.

5. Compliance Monitor – The Transit Contracts Compliance Officer, as designated by the Director of MDC to monitor contracts and to make recommendations to MDC with respect to compliance with this Provision.

6. Contract - A legally binding relationship obligating a seller to furnish supplies or services (including, but not limited to, construction and professional services) and the buyer to pay for them; the Contract, executed by MDC and the successful proposer, of which this Provision is a part. For the purposes of this program, a lease is considered to be a contract.

7. Contract Goal- DBE participation goal established by the Board of County Commissioners for this Contract solicitation.

8. Contract Price- the total Proposal price of the successful proposer as awarded by the Board of County Commissioners.

9. Contracting Officer- The Director of the Miami-Dade Transit or designee.

10. Contracting Opportunity - Any decision by the Miami-Dade county or contractor to institute a procurement action to obtain a product or service commercially (as opposed to intergovernmental actions).

11. DBE Affidavit of Continuing Eligibility- an affidavit from a certified DBE, which the DBE submitted to the certifying agency at the DBE latest anniversary date, certifying that the DBE continues to meet the eligibility criteria of the DBE program, pursuant to 49 CFR Part 26.

12. DBE Certification Letter - A letter issued to a firm by the State of Florida Unified Certification Program (UCP) certifying member or agency, declaring that the firm is certified as a DBE.

13. DBE Directory - A registry of certified DBE available published to aid in the identification DBE; available on the MDC web portal, www.miamidade.gov, or the State of Florida Uniform Certification Program web site: https://www3.dot.state.fl.us/EqualOpportunityOffice/biznet/mainmenu.asp

14. Disadvantaged Business Enterprise or DBE - A "for-profit small business concern--

a. That is at least 51 percent owned, managed and controlled by one or more individuals who are both socially and economically disadvantaged as defined in 49 CFR Part 26.5, or in the case of a corporation, in which at least 51 percent of the stock of which is owned by one or more such individuals; and

b. That is certified as a DBE by a certifying member of the State of Florida Uniform Certification Program.

15. Goal – A percentage of the total contract price that is to be expended with certified DBE

16. Letter of Intent - A letter from a DBE subcontractor listed on the Schedule for Participation to the Prime Contractor, expressing the DBE intent to participate on the project and the dollar amount that the prime has committed to such DBE.

17. Manufacturer - An individual (or individuals) who owns, operates, or maintains a factory or establishment that produces on the premises the components, materials, or supplies obtained by the Miami-Dade county, Contractor, or Transit Vehicle Manufacturer.

18. MDC - Miami-Dade County, Dade County or the County or Miami-Dade county or MDT as referred to in the Contract Documents.

19. Prime and Sub Information Form- A form listing certain background of the firms interested in participating in this project.

20. Proposer - An individual, firm, partnership, corporation, joint venture, or combination thereof submitting a offer for work.

21. Qualified - a Contractor is qualified to do specific work if it meets all of the following criteria:

a. It has or is able to obtain any and all licenses required to do such work;

b. It has the necessary experience, organization, technical qualifications skills and facilities to do such work;

c. It is able to comply with the performance schedule reasonably needed for such work;

d. It does not have an unsatisfactory record of integrity, judgment and performance;

e. It is able to meet the applicable equal employment opportunities requirements; and

f. It is not otherwise ineligible to perform such work under applicable laws and regulations.

g. The DBE is certified in the area where the work is to be performed. See 49 CFR 26.71(n).

22. Regular Dealer means a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. To be a regular dealer, the firm must engage in, as its principal business, and in its own name, the purchase and sale of the products in question. A regular dealer in such bulk items as steel, cement, gravel, stone, and petroleum products need not keep such products in stock if it owns or operates distribution equipment. Brokers and packagers shall not be regarded as manufacturers or regular dealers within the meaning of this definition.

23. Socially and Economically Disadvantaged Individual - means any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who is:

a. Any individual who MDC finds to be a socially and economically disadvantaged individual on a case-by-case basis.

b. Any individual in the following groups, members of which are presumed to be socially and economically disadvantaged:

(1) "Black Americans," which includes persons having origins in any of the black racial groups of Africa;

(2) "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American or other Spanish or Portuguese culture or origin, regardless of race;

(3) "Native Americans," which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;

(4) "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U. S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kirbati, Juvalu, Nauru, Federated States of Micronesia, or Hong Kong;

(5) "Subcontinent Asian Americans," which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;

(6) Women;

(7) Any additional groups whose members are designated as socially and economically disadvantaged by the Small Business Administration (SBA), at such time as the SBA designation becomes effective.

24. Schedule of Participation - A schedule submitted by a prime contractor, containing names, tasks, dollar amounts, percentages of work, commencement and completion dates, assigned, committed or allocate to DBE subcontractors.

25. Successful Proposer - the proposer to which the Contract is awarded.

26. Unavailable - A contractor is unavailable to do specific work if:

a. It has that knowledge of the terms and specifications of the Contract needed to formulate intelligently a proposal to do such work or to decline intelligently an opportunity to formulate such a proposal; and

b. It does not intend, or is unable, to make a proposal because of lack of interest, inability to meet the reasonable and ordinary demands connected with doing such work, unwillingness to meet the specifications for such work, unwillingness to work on this project or in this geographic area, or such other reason as is determined by MDC to be sufficient.

27. U.S. Department of Transportation Regulations - the final rules and regulations published in the Federal Register (Vol. 64, No. 21, P. 5126 et seq.) dated Tuesday, February 2, 1999, entitled PART 26--PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES IN DEPARTMENT OF TRANSPORTATION FINANCIAL ASSISTANCE PROGRAMS.

28. DBE Contractor Identification Statement- a statement, in the form annexed to this Provision, to be signed by and containing information on a DBE Contractor.

B. UTILIZATION OF DBES:

1. Affirmative Action Obligation

All projects, with Federal Funding.

a. Policy. MDC is committed to carry out the DBE Program and to meet the objectives stated in the program, including nondiscrimination in the award and administration of DOT assisted contracts in MDC's transit programs; creating a level playing field on which DBEs can compete fairly; and ensuring that MDC's DBE program is narrowly tailored in accordance with applicable law. Consequently, the requirements of 49 CFR Part 26 apply to this project.

b. DBE Obligation. The proposer, DBE or otherwise, agrees to ensure that DBE, as defined in 49 CFR Part 26 and this Provision, are given the opportunity to participate in the performance of this contract for it is financed in whole or in part with Federal Funds. Consequently, the contractor shall take all necessary and reasonable steps pursuant to 49 CFR Part 26 and this Provision to ensure that DBEs have the opportunity to compete for and perform on this contract. Additionally, the proposer shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of this contract.

All determinations of compliance or non-compliance of the proposer with the requirements of this Provision, and of the appropriate consequences of non-compliance, shall be final and binding, except for administrative

reconsideration from an adverse decision by MDC as provided in Section 26.53. All determinations shall be final and the result is not administratively appealable to the U.S. Department of Transportation. Nothing in this Provision shall be construed to diminish the legal responsibility or authority of MDC.

2. DBE Goal

The minimum Goal for participation by DBE on this project is TWELVE (12%) percent of the total price of the Contract.

3. Competition Required

The Contractor or Proposer shall select DBE subcontractors, including DBE suppliers, on a competitive basis to the maximum practical extent, consistent with the objectives and requirements of the contract and 49 CFR part 26. Contractor or Proposer is prohibited from requiring unnecessary experience; excessive bonding and qualification.

4. DBE Proposer

A Proposer which is itself a DBE may achieve the Goal by performing work with its own forces at a value not less than the Goal and will be subject to compliance with the applicable requirements of Section III.B.(1) and (2) of this Provision and any other requirements pursuant to 49 CFR Part 26.

5. Title VI Compliance (Civil Rights Act of 1964)

During the performance of this contract, the contractor itself, its assignees and successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

a. Compliance with Regulations: The contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

b. Nondiscrimination: The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, religion, color, sex, age, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

c. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive proposal or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, age, or national origin.

d. Information and Reports: The contractor shall provide all information and reports required by the regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by Miami-Dade County or the Federal Transit Administration (FTA) to be pertinent to ascertain compliance with such regulations, orders and instructions. Where any information required from a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to Miami-Dade County, or to the Federal Transit Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

e. Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, Miami-Dade County shall impose such contract sanctions as it or the Federal Transit Administration may determine to be appropriate, including, but not limited to:

(1) Withholding of payments to the contractor under the contract until the contractor complies, and/or

(2) Cancellation, termination or suspension of the contract, in whole or in part.

f. Incorporation of Provisions: The contractor shall include the provisions of paragraph (a) Section III.B.4 through Section III.B.4(f) of this section in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurements as Miami-Dade County or the Federal Transit Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request Miami-Dade County to enter into such litigation to protect the interests of Miami-Dade County, and, in addition, the contractor may request the services of the Attorney General in such litigation to protect the interests of the United States.

C. REQUIREMENTS PRIOR TO CONTRACT AWARD

1. Requirements at BID Submittal

Each proposer/bidder shall register in the Disadvantaged Business Enterprise (DBE) Tracking Software and include the following documents:

<u>All proposers/bidders including prime contractor/consultant and subcontractors/subconsultants</u> are required to register and use the Miami-Dade County Disadvantaged Business Enterprise (DBE) Tracking Software. In order to register, please go to: http://www.miamidade.gov/transit/about_business_enterprise.asp and click on the DBE Tracking Software button in the center of the page to access the software LOGIN page. Click the "Register" link and complete the required information. During the registration process, a login/password will be created which will then be used as the vendor's login when using the system. The HELP menu option provides access to a user manual that instructs the vendor on the system's use.

a) An executed Certificate of Assurance and A completed Prime and Sub Information Form for the proposer/s and one for each interested DBE and non-DBE subcontractor/s who sought to work on the project with the proposer.

A proposal that fails to include the Certification of Assurance or the Prime and Subcontractor Information Form or has not registered in the DBE Software may be deemed non-responsive.

2. Submittal Prior to Negotiations/Award

a. Each selected proposer, in order to be eligible for award consideration, shall submit the following documents to MDC at the minimum two (2) days prior to the scheduled negotiations/award date:

(1) A Schedule for Participation, executed by the prime.

(2) From each proposed DBE, the prime shall collect and submit to the County, a Letter of Intent.

(3) From each DBE, a copy of the DBE Affidavit of Continuing Eligibility, which the DBE submitted to its certifying agency within the last 12 months or on the DBE's most recent anniversary date;

(4) A complete DBE Contractor Identification Statement.

(5) For each DBE proposed, the prime shall obtain from the DBE and submit to the County a copy of the DBE's Certification Letter, showing that the DBE is certified in the specific work category in which the DBE will be performing its scope.

b. Each selected proposer who submitted An executed Certificate of Assurance as to Having Documented Adequate Good Faith Efforts to Meet the Established DBE Goal, as a matter of responsibility, shall submit to MDC the following, two (2) business days prior to the scheduled negotiations date:

(1) If the proposer does not show on the Schedule for Participation how the DBE goal will be met, in order to be given further consideration for this project, the proposer must document adequate good faith efforts. This means that the proposer must show that it took all necessary and reasonable steps to achieve a DBE goal which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not fully successful. The SCHEDULE for PARTICIPATION, the LETTERS of INTENT, and an affidavit from potential DBE certifying that they will not be available to perform on this project may be used as part of this documentation.

(2) In any situation in which MDC has established a contract goal, MDC will use the good faith efforts mechanism spelled out in 49 CFR Part 26, Appendix A. MDC will make a fair and reasonable judgment whether a proposer that did not meet the goal made adequate good faith efforts. MDC will consider the quality, quantity and intensity of the different kinds of efforts that the proposer has made. The efforts employed by the proposer should be those that one could reasonably expect a proposer to take if the proposer were actively and aggressively trying to obtain DBE participation sufficient to meet the DBE Contract Goal. Mere pro forma efforts are not good faith efforts to meet the DBE contract requirements. MDC

emphasizes that the determination concerning the sufficiency of the proposer's good faith efforts is a judgment call: meeting quantitative formulas is not required.

(3) MDC does not require that a proposer meet a contract goal (i.e., obtain a specified amount of DBE participation) in order to be awarded a contract, provided that the proposer has demonstrated adequate good faith efforts. MDC will give fair and serious consideration to bona fide good faith efforts.

(4) The following is a list of the types of actions which the proposer is strongly advised to consider as part of its good faith efforts to meet the DBE goal. The list is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.

a) Soliciting through all reasonable and available means (e.g., attendance at pre-Proposal meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the contract. The proposer must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The proposer must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.

b) Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.

c) Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.

d) (i) Negotiating in good faith with interested DBEs. It is the proposer's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.

(ii) A proposer using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a proposer's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the proposer of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.

(e) Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example, union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of Proposals in the contractor's efforts to meet the project goal.

(f) Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.

g) Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.

(h) Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.

3. Selection Criteria and Meeting or Showing Good Faith to Meet the DBE Goal.

a. In determining whether a proposer has made good faith efforts, MDC may take into account the performance of other proposers in meeting the Contract goal. For example, when the apparent successful proposer fails to meet the contract goal, but other proposers meet it, MDC may reasonably raise the question of whether, with additional reasonable efforts, the apparent successful proposer could have met the goal. If the apparent successful proposer fails to meet the goal, but meets or exceeds the average DBE participation obtained by other proposers, MDC may view this, in conjunction with other factors, as evidence of the apparent successful proposer having made good faith efforts.

b. If any one proposer meets or exceeds the Contract Goal, MDC may take into consideration whether proposers who failed to meet the Goal failed to exert sufficient reasonable efforts to meet the Goal and are, therefore, ineligible to be awarded the contract.

c. If the status of a DBE listed on the proposer's Schedule for Participation is disapproved after contract award, the proposer shall remain bound by procedures under Section III.D.

d. DBE participation shall be counted toward meeting the DBE Goal as follows:

(1) Once a firm is determined by MDC to be an eligible DBE, the dollar value of the work performed by the DBE is counted toward the DBE Goal, except as limited by paragraph III.C.2.c. (2) Through III.C.2.c. (4). See 49 CFR 26.55(a).

(2) MDC shall count toward the DBE Goal a portion of the total dollar value of a contract with a joint venture equal to the percentage of the ownership and control of the DBE partner(s) in the joint venture. See 49 CFR 26.55(b)

(3) MDC shall count toward the DBE Goal only expenditures to DBEs that perform a commercially useful function in the work of a contract. See 49 CFR 26.55(c).

(a) A DBE is considered to perform a commercially useful function when it is responsible for execution of a distinct element of the work of a contract and carrying out its responsibilities by actually performing and supervising the work involved. To determine whether a DBE is performing a commercially useful function, the proposer shall evaluate the amount of work subcontracted, industry practices, and other relevant factors.

(b) Consistent with normal industry practices, a DBE may enter into subcontracts. If a DBE subcontracts a significantly greater portion of the work of the contract than would be expected on the basis of normal industry practices, the DBE shall be presumed not to be performing a commercially useful function.

(4) MDC shall count toward DBE goals expenditures for materials and supplies obtained from DBE suppliers and manufacturers, provided that the DBEs assume the actual and contractual responsibility for the provisions of the materials and supplies.

(a) MDC shall count toward DBE goals the entire expenditure to a DBE manufacturer (i.e., a supplier that produces goods from raw materials or substantially alters them before resale).

(b) MDC shall count toward DBE goals 60 percent of the expenditures to DBE suppliers that are not manufacturers provided that the DBE supplier performs a commercially useful function in the supply process.

e. The total price for work to be performed by DBEs as indicated in the Proposer's Schedule of Participation by DBEs is required to be sufficient to fulfill the Goal, unless the Proposer shall demonstrate adequate good faith efforts as provided in III.C.2.c.

4. Collusion and False Statements Prohibited

Any agreements between a proposer and a DBE, in which the DBE Contractor promises not to provide subcontracting quotations to other proposers, are prohibited. Any uses or attempts to use, on the basis of false, fraudulent or deceitful statements or representations or other circumstances indicating a serious lack of business integrity or honesty, another firm that does not meet the eligibility criteria of the DBE program, may be subject to debarrement proceedings under 49 CFR part 29; Program Fraud and Civil Remedies under 49 CFR part 31; and prosecution under 18 U.S.C. 1001, by the Department of Justice.

5. DBE Listed on the Schedule for Participation

The listing of a DBE Contractor by a proposer on its Schedule shall constitute a representation by the proposer that such DBE Contractor is Qualified and Not Unavailable, and a commitment by the proposer that if it is awarded the contract, it will enter into a subcontract with such DBE for the portion of the work and at the price set forth in its

submittal subject to the terms of this Provision. A failure by the proposer to aProposale by representation made on the Schedule for Participation is a material breach of the Contract; therefore subjects the proposer to sanctions, including but not limited to those set forth in Section III.D.4.

6. Award of Contract

MDC shall not award a contract to any Proposer which MDT determines fails to comply with the applicable requirements of these provisions. Nothing herein shall relieve any Proposer or any Contractor performing any work under the Contract from any of the terms, conditions or requirements of the Contract or modify the Owner's rights as reserved in the Contract Documents.

7. Procedures for Determination of Compliance

Provided the proposer shall have submitted completed forms and information required by Section III.C.1 of this Provision, and its proposal is otherwise responsive to the solicitation, and it is determined by MDC that no proposer with DBE Participation has offered a reasonable price who can demonstrate that it has made sufficient reasonable efforts to meet the DBE contract goal, the proposer who failed to obtain appropriate DBE Participation, but has the lowest reasonable price shall be provided an opportunity to participate in the proceedings set out in this Section III.C.3.

The Proposer's failure to submit completed forms and information as required can neither be cured by supplementary submittals and testimony at hearings, nor shall the non-responsiveness of the proposal on account thereof be waived, negotiated or compromised. A proposer shall not be foreclosed from participating in the proceedings provided in this Section because the Disadvantaged Business Enterprise status, non-qualification or unavailability of a Contractor as shown in the Proposal submitted is questioned by the Compliance Monitor. Further, a Proposer may be foreclosed from said proceedings because the Compliance Monitor questions the reasonableness of the proposer's effort as required by these Sections.

a. Investigation and Recommendation by Compliance Monitor.

In the event that the Proposer has not met the Goal, and has submitted the good faith efforts extended by the Proposer to meet the Goal, the Compliance Monitor may require that the Proposer meet with the Compliance Monitor at the Miami Dade Transit Agency, 701 NW 1st Court, Suite 17 Floor, Miami, FL 33136, phone 786-469-5479, or such other place as the Compliance Monitor may designate.

b. The purpose of this meeting shall be for the Compliance Monitor to consider whether to recommend that the proposer's proposal be determined to be in compliance with the requirements of this Provision or to recommend award not be made to the proposer. At this meeting the proposer has an opportunity to present information and arguments pertinent to its compliance with the applicable requirements. Upon request of the Compliance Monitor, the proposer shall produce in writing at this meeting the information required in III.C.2.c, including the following:

(1) A detailed statement of the efforts made to contact and negotiate with DBEs, including:

a. The names, addresses and telephone numbers of DBEs who were contacted;

b. A description of the information provided to DBEs regarding the plans and specifications for portions of the work to be performed; and

c. A detailed statement of the reasons why additional prospective agreements with DBEs, if needed to meet the Goal, were not reached;

(2) A detailed statement of the efforts made to select portions of the work proposed to be performed by DBEs in order to increase the likelihood of achieving the Goal;

(3) As to each DBE contacted but which the proposer considered to be not qualified, a detailed statement of the reasons for the proposer's conclusion;

(4) As to each DBE contacted but which the proposer considered to be unavailable, either

a. A written statement from the DBE that it is unavailable,

or

b. a statement from the proposer that the DBE refused to give such written certification after reasonable request, and a detailed statement from the proposer of the reasons for the proposer's conclusion that the DBE was unavailable (the Statement may be used for this purpose where appropriate);

(5) Attendance at a pre-Proposal meeting, if any, scheduled by the proposer to inform DBEs of subcontracting opportunities under a given solicitation;

(6) Advertisements in general circulation media, trade association publications, and minority-focus media for at least 20 days before proposals are due concerning subcontracting opportunities (if the interval between MDC advertising is so short that 20 days are not available, then publication for a shorter reasonable time is acceptable).

(7) Efforts made to assist the DBEs contacted that needed assistance in obtaining bonding or insurance required by the proposer or MDC; and

(8) Written notification to DBEs that their interest in the contract is solicited.

c. The Compliance Monitor may require the proposer to produce such additional information as the Compliance Monitor deems appropriate and may obtain whatever other and further information from whatever other sources he deems appropriate.

d. Not later than fifteen (15) days after given notice of his initial meeting with the proposer, the Compliance Monitor shall make a written recommendation to the Contracting Officer which shall include a statement of the facts and reasons upon which it is based.

e. Determination by MDC. Following receipt of the Compliance Monitor's recommendation, the Contracting Officer shall send to the proposer a Notice of Opportunity to meet with the Contracting Officer, enclosing a copy

of the Compliance Monitor's recommendation. Such Notice shall indicate the date, time and place at which the proposer may, if it so requests in writing, meet with the Contracting Officer and have an opportunity to present pertinent arguments and information relating to the recommendation by the Compliance Monitor regarding the proposer's compliance with this Provision. The Contracting Officer may request such further information from the proposer as it deems appropriate, and may rely upon any factual conclusion reported by the Compliance Monitor which is not contradicted by the proposer. The Contracting Officer may also conduct informal conferences, to which the proposer shall be invited, in which other parties invited by the Contracting Officer may offer information relevant to the issues on which its recommendation to the Board of County Commissioners will be based.

f. As soon as practicable, the Contracting Officer shall make a determination, in writing and setting forth the facts and reasons upon which it is based, whether the Proposal of such proposer complies with the requirements of this Provision or recommending to the Board that the Contract not be awarded to the proposer. A copy of such determination shall be sent to the proposer. Such determination shall not affect the power of the Board of County Commissioners to reject the proposer's proposal for any other reason or to take action on the recommendation of the Contracting Officer it deems appropriate.

g. Consideration of Other Proposals. If MDC deems it advisable in the interests of expediting the award of the Contract, the procedures set forth in this Section III.C. may be carried out with respect to the Proposals of one or more additional proposers at the same or different times with each such proceeding to be separately conducted.

h. Failure of proposer to Participate. The proposer will be bound by proceedings under this Provision to which it has been given required notice without regard to its participation or lack of participation in them. Its lack of participation, upon receiving notices and requests pursuant to this Provision, shall not be grounds for reconsideration of any actions taken in the procedure.

8. Substitution of DBEs for those Listed in the Schedule for Participation

A proposer may change information required by this Provision from that provided in its Schedule of Participation of DBE only when directed to do so by the Contracting Officer. The Contracting Officer may make such a direction if it determines in the course of any proceeding conducted pursuant to Section III.C.3., that

a. Although listed by a proposer in good faith, a Contractor appearing on the proposer's Schedule is not a DBE; is not qualified; or is unavailable and that

b. If the work scheduled to be performed by said Contractor or its equivalent is not performed by a DBE, the proposer will not achieve the level of participation listed on its Schedule.

Upon receiving such a direction, the proposer shall make every reasonable effort to replace a contractor listed in its Schedule with a qualified DBE to perform, for not less than the lesser of the same price or the price necessary to achieve the level of participation listed in its Schedule, the same work or other work not appearing on the

Schedule included with its proposal submission. For the purpose of determining the proposer's compliance with this Provision, the revised list of DBEs shall be considered. However, a failure by a proposer to make the efforts required by the preceding paragraph prior to Contract award shall be grounds for a determination by the Board of County Commissioners that the contract not be awarded to the proposer. If a proposer is awarded the Contract and it fails to make such efforts upon notice by MDC, MDC shall subject the proposer to sanctions as provided in Section III.D.4.

D. REQUIREMENTS AND PROCEDURES SUBSEQUENT TO CONTRACT AWARD

1. Proposal, Execution, and Compliance with Subcontracts

a. The Contractor shall enter into subcontracts corresponding in all respects to the proposed agreements listed on the Contractor's Schedule for Participation by DBEs included in its proposal with substitutions authorized under this Provision. The Contractor shall enter into each such approved subcontract and shall thereafter neither terminate any such subcontract nor reduce the scope of the work to be performed by, or decrease the price to be paid to the DBE thereunder without in each instance the prior written approval of the Contracting Officer. Furthermore, within 15 days of the Contractor having received a Notice of Award or otherwise a Letter of Award from MDC, and as a condition precedent to receiving Notice to Proceed, the Contractor shall make deliver copies of such subcontracts to the Contracting Officer.

b. Contractor shall ensure that the DBE listed on its Schedule for Participation remains compliant with 49 CFR part 26.83(j), which requires all DBE, every year on the anniversary of their certification, to submit an Affidavit of Continuing Eligibility. As such, consistent with the Contractor's obligations under this Provision to satisfy the Goal with DBE that meet the requirements of 49 CFR part 26, the Contractor is advised to require its DBE, through their subcontracts, to comply with subpart 26.83(j), among others. The Contractor is further advised to apply sanctions, including contract termination against any DBE which fails to comply or show compliance.

c. In addition to the requirement in paragraph (a) above, Section III.D(1), subcontracting by DBE subcontractor of any portion of its contract is prohibited, unless such DBE has received prior written authorization from the Contracting Officer or designee.

d. MDC retains the right to approve or disapprove any subcontract with a DBE proposed under this Provision for the same reasons and in the same manner that MDC may approve or disapprove any other subcontract proposed to it. If MDC disapproves a subcontract required to be proposed under this Provision for reasons relating to its form, the Contractor shall propose for approval another subcontract with the same DBE, for the same work and at the same price, in a form acceptable to MDC. If MDC disapproves a subcontract required to be proposed under this Provision for any other reason, the Contractor shall be excused from proposing that subcontract and shall be subject to the provisions of Section III.D.2 below.

2. Substitution of Subcontractors

a. Excuse from Entering Subcontracts.

If prior to execution of a subcontract required by this Provision, the Contractor submits a written request to the Contracting Officer and demonstrates to the satisfaction of the Contracting Officer that, as a result of a change in circumstances beyond its control of which it was not aware and could not reasonably have been aware until subsequent to the date of award of the Contract, a DBE which is to enter into such subcontract has become not Qualified, or that the DBE has unreasonably refused to execute the subcontract, the Contractor shall be excused from executing such subcontract.

b. Rightful Termination of Subcontracts.

If, after execution of a subcontract required by this Provision, the Contractor submits a written request to the Contracting Officer and demonstrates to the satisfaction of the Contracting Officer that, as a result of a change in circumstances beyond its control of which it was not aware and could not reasonably have been aware until subsequent to the date of execution of such subcontract, a DBE which entered into such subcontract has become not Qualified or has committed and failed to remedy a material breach of the subcontract, the Contractor shall be entitled to exercise such rights as may be available to it to terminate the subcontract.

c. Determination of Excuse of Rightful Termination.

If the Contractor, at any time, submits a written request to the Contracting Officer under the provisions of either Section III.D.1 or Section III.D.2, the Contracting Officer, as soon as practicable, shall determine whether the Contractor has made the requisite demonstration, and shall not determine that such a demonstration has not been made without first providing the Contractor upon notice, an opportunity to present pertinent information and arguments.

d. Alternative Subcontracts.

If the Contractor is excused from proposing a subcontract under Section III.D.1 or from executing a subcontract under Section III.D.2 (a) or rightfully terminates a subcontract under Section III.D.2.b, and without such subcontract, the Contractor will not achieve the stated level of DBE participation on which the contract was awarded, the Contractor shall make every reasonable effort to propose and enter into an alternative subcontract or subcontracts for the same work to be performed by another Qualified DBE or Contractors for a contract price or prices totaling not less than the contract price under the excused or terminated subcontract, less all amounts previously paid thereunder. The Contractor shall be deemed to satisfy the requirements of this Section III.D.2.d if:

(1) The Contractor proposes and shall enter each such alternative subcontract for the same work; or

(2) The Contractor demonstrates, to the satisfaction of the Contracting Officer, that it has made every reasonable effort to contact and negotiate with DBEs in an attempt to subcontract such work, but that it was unable to subcontract the work due to either:

a. DBEs were not ***qualified***, or

b. DBEs were ***unavailable***; or

c. Although qualified and not unavailable, or otherwise available, but the DBEs were unwilling or unable to propose a price that is less than or equal to the original price scheduled for such work, or the price stated in another bona fide proposal, of which such DBEs had knowledge, submitted by another Contractor to which the Contractor proposes to subcontract such work; or

(3) The Contractor proposes and shall enter into subcontracts with other qualified DBEs for an amount equal to or greater than the original price of the work at issue, minus proration where applicable, for any other work not included in the Schedule for Participation, as may be modified consistent with this Provision.

In any situation covered by this Section III.D.2 or any part of this Provision, the Compliance Monitor shall provide the Contractor an opportunity to demonstrate compliance with these requirements. The Compliance Monitor may require the Contractor to produce such information as the Compliance Monitor deems appropriate and may obtain whatever other and further information from whatever sources the Compliance Monitor deems appropriate. Upon reviewing the documents and information submitted by the Contractor, the Compliance Monitor shall make a finding and issue a written recommendation as to whether the Contractor is deemed compliant with this Provision, and as promptly as practicable, shall deliver a copy of same to the Contractor.

The Contracting Officer shall consider the Contractor's objections to the Compliance Monitor's recommendation only if such objections are in writing and are received by the Contracting Officer within five (5) calendar days from the Contractor's receipt of the Compliance Monitor's recommendation. The Contracting Officer with or without a hearing, shall reply to the contractor's written objections within ten (10) working days of receipt of these objections.

3. Continued Compliance and Examination of Records - MDC shall monitor the compliance of the contractor with the requirements of this Provision during the life of this project. Upon request, the Compliance Monitor; MDC; the U.S. Department of Transportation; the FTA; or any of their representatives shall have access to and the right to examine and inspect all records, documents, and papers, including, but not limited to contracts, manning tables, records of expenditures, change orders, observations at the job site.

4. Sanctions for Violations

If at any time MDC has reason to believe that the contractor is in violation of its obligations under this Provision, or has otherwise failed to comply with this Provision, MDC may, in addition to pursuing any other available legal remedy, commence proceedings to impose sanctions on the contractor. Such sanctions may include, but are not limited to, one or more of the following:

a. The suspension of any payment or part thereof due the contractor until such time as the issues concerning the contractor's compliance are resolved;

b. The termination or cancellation of the Contract in whole or in part unless the contractor is able to demonstrate within a reasonable time its compliance with the terms of this Provision; and

c. The denial to the contractor of the right to participate in any further contracts awarded by MDC for a period of not longer than three (3) years. No such sanction shall be imposed by MDC upon the contractor except pursuant to a hearing conducted by the Contracting Officer.

5. Contractor Reporting Requirements.

The Contractor shall submit every so often reports of payments made to all subcontractors, including DBEs in this project.

a. Monthly Reports

Within 15 days of the end of the month which the report is for, the contractor shall submit monthly reports of payments made to all its subcontractors, accompanied by proof of payments made only to its DBEs, pursuant to the schedule outlined on the Monthly Report Form. Such proof of payments must be in the form of copies of canceled checks to and/or signed affidavits from the subcontractors, affirming receipt of specific payments.

6. Prompt Payment.

Pursuant to 49 CFR part 26.29 and 26.37, prime contractors shall pay subcontractors, including DBE'S, for satisfactory performance of their contracts no later than 30 calendar days after the date on which the payment request or a proper invoice is stamped received. Further, the prime contractor will return retainage payments to the subcontractor, including DBE firms, within 30 days of the subcontractor's satisfactory completion of work.

(1) The following correct information constitutes a proper invoice and is required as payment documentation:

a. Name of Subcontractor;

b. Invoice date;

c. Invoicing period;

d. MDT Contract number;

e. Subcontractor's invoice number; account number; and/or any other identifying number agreed by contract;

f. Description and nature of work completed;

g. Taxpayer Identification Number (TIN);

h. Bank Information; and/or EFT and Financial EDI Statement

i. Contact person's name, title and Telephone Number.

j. Other substantiating documentation, information required by contract.

(2) An invoice shall be deemed to be received on the receipt date stamped on the invoice by the contractor. If the contractor fails to annotate the invoice with a date of receipt, the date placed on the invoice by the subcontractor shall control.

(3) The Prime Contractor shall make timely payment on a payment request or invoice without regard as to whether MDT has tendered payment and/or reimbursement to the Prime contractor.

(4) The prime contractor will not be reimbursed for work performed by subcontractors unless and until the prime contractor ensures that the subcontractors are promptly paid for the work they have performed, and upon which a payment request or proper invoice was submitted and received. Nothing herein shall prohibit a prime contractor or subcontractor from disputing, pursuant to the terms of the contract, all or any portion of a payment alleged to be due to another party.

(5) In the event of a payment dispute, the contractor and subcontractor may withhold the disputed portion of any such payment, if the contractor, or subcontractor notifies the party whose payment is disputed, in writing, of the amount in dispute and the actions required to cure the dispute. The undisputed portion shall be paid timely.

(6) The Prime and subcontractors will use appropriate alternative dispute resolution mechanisms to resolve payments disputes, including but not limited to mediation, arbitration and/or an MDT's Ombudsperson.

(7) In cases of disputes, proceedings to resolve the dispute shall be commenced not later than 20 days after the date on which the payment request or proper invoice was received by the contractor and shall be concluded by final decision not later than 30 days after the date on which the payment request or proper invoice was received by the contractor. Such procedures shall not be subject to chapter 120, and such procedures shall not constitute an administrative proceeding which prohibits a court from deciding de novo any action arising out of the dispute. If the dispute is resolved in favor of the Prime Contractor, then interest charges shall begin to accrue 15 days after the final decision. If the dispute is resolved in favor of the subcontractor, then interest shall begin to accrue as of the original date the payment became due.

(8) The prime contractor may reject a payment request or invoice within 10 business days after the date on which the payment request or invoice is stamped as received. The rejection must be written and must specify the deficiency in the payment request or invoice and the action necessary to make the payment request or invoice proper.

(9) If a payment request or an invoice is rejected under subsection (9) and the subcontractor submits a corrected payment request or invoice which corrects the deficiency specified in writing by the prime, the corrected payment

request or invoice must be paid or rejected on the later of Ten (10) business days after the date the corrected payment request or invoice was stamped as received.

(10) All payments due under this section and not made within the period specified by this section shall bear interest at the rate of 1.5% per month, or the rate specified by contract whichever is greater.

(11) Late payment interest penalties shall be paid without regard to whether the subcontractor has requested payment of such penalty, and shall be accompanied by a notice stating the amount of the interest penalty, the number of day late and the rate used. Interest payment of less than one dollar need not be paid. In the event of a dispute, interest penalties under this clause will not continue to accrue.

(12) The Prime and subcontractor in their business judgment and of their own volition may negotiate reasonable cash discounts, or any other means of payment reduction for early payments, if the parties can agree to mutually advantageous terms.

(13) A provision in an agreement between a subcontractor and a contractor is void and unenforceable to the extent that it purports to waive or preclude the rights, remedies, or requirements set forth in this subsection; or that it purports to limit it or preclude any liability of the prime contractor to the subcontractor or of the subcontractor to the contractor, arising under this subsection.

--END--

APPENDIX OF FORMS

- CERTIFICATION OF ASSURANCE FORM
- DBE CONTRACTOR IDENTFICATION STATEMENT
- PRIME AND SUBCONTRACTORS INFORMATION FORM
- LETTER OF CERTIFICATION
- SCHEDULE FOR PARTICIPATION
- LETTER OF INTENT FROM DBE SUBCONTRACTOR, SUPPLIER AND/OR CONSULTANT
- SUBCONTRACTORS MONTHLY PROGRESS REPORT
- AFFIDAVIT OF NO CHANGE

MIAMI-DADE COUNTY

MIAMI-DADE TRANSIT

REQUEST FOR PROPOSALS

SPECIAL TRANSPORTATION SERVICES

RFP800

CERTIFICATION OF ASSURANCE FORM

The undersigned hereby gives assurance to Miami-Dade County of having identified certified Disadvantaged Business Enterprise firm(s) to achieve the Stated Goal, as follows:

1. Procurement Services _____ percent
   (Purchase of materials, supplies, equipment, etc.)

2. Other _____ percent

_____ _____
Authorized Signature Name

_____ _____
Title Date

DBE CONTRACTOR IDENTIFICATION STATEMENT

1) Name of DBE Contractor _____

2) Year business established _____

3) Address and telephone number _____

_____

4) DBE Type: Women_____ Black_____ Hispanic_____ Other (specify)_____

All DBEs must show ownership percentage by gender-- Male_____% Female_____%

5) Name of principal officer _____

6) Principal type of work _____

7) Name of persons involved in management of firm and positions held:

	NAME	RACE	SEX	POSITION/TITLE
A.				
B.				
C.				
D.				
E.				

If additional space is needed, please use another sheet.

8) For a Corporation or Professional Association (PA): Identify those who own five percent or more of the firm's stock or five percent or more share of a Professional Association.

	NAME	RACE	SEX	OWNERSHIP PERCENTAGE	YEARS OF OWNERSHIP	VOTING PERCENTAGE
A.						
B.						
C.						
D.						

If additional space is needed, please use another sheet. (Continued on Page 2)

DBE CONTRACTOR IDENTIFICATION STATEMENT

MDT DBE Participation Program

9) For a Proprietorship, indicate the DBE status and gender of the proprietor:

Black Male _____ Black Female _____ Hispanic Male _____ Hispanic Female _____

Other Male (Specify) _____ Other Female (Specify) _____

10) Does the firm have an 8(a) Certification issued by the Small Business Administration under Section 8(a) of the Small Business Act as amended (15 U.S.C. 637 (a)?

NO _____ YES _____, Certified as an 8(a) Contractor (date) _____

11) Date certified as a DBE _____ Cert. No._____ Expires _____.

12) The undersigned agrees to provide other relevant information concerning ownership and control if requested to do so by MDC or its representative.

_____ _____

Signature of Official of DBE Company Title of Official

_____

Date

PRIME AND SUBCONTRACTORS INFORMATION FORM

INSTRUCTIONS: To be completed by the prime and by all subcontractors that submitted a bid on the project.

Bid Description: _____ Bid No. _____

Percentage of DBE Goal _____%

BIDDER INFORMATION

Firm Name _____ F.E.I.N.* _____

Street _____ Suite No. _____

City _____ State _____ Zip Code _____

Prime Bidder? Yes _____ No _____ If No, enter name of Prime _____

Year Founded_____ Annual Gross Receipts: Under $500k_____ Over $500k_____

Phone No. _____ FAX No. _____ Email _____

SPECIALTY

USE APPROPRIATE TWO-DIGITS SBA STANDARD INDUSTRIAL CLASSIFICATION CODE (SIC):

Construction: Building--SIC 15 ___ Heavy--SIC 16 ___ Specialty Trades--SIC 87 ___

Professional Services (Architectural, Engineering, Accounting, etc.) SIC 87 ____

Goods, Equipment and Non-professional Services _____

MIAMI-DADE COUNTY CERTIFIED DBE:

Certificate Anniversary Date: ____/____/_____ Ethnicity _____ Gender _____

AFFIDAVIT

I certify that I am an authorized representative of above named firm.

_____	_____	_____	_____
Signature	Name	Title	Date

For MDC Use Only: Was the subject bid awarded to this bidder? Yes ____ No ____

MIAMI-DADE COUNTY

DBE AFFIDAVIT OF NO CHANGE

I, _____, swear[1] (or affirm) that there have been no changes in (name of firm) _____ circumstances affecting its ability to meet the size, disadvantaged status, ownership, or control requirements of 49 CFR Part 26 and 13 CFR Part 121. I swear (or affirm) there have been no material changes in the information provided with (name of firm)_____ application for certification, except for any changes about which I have provided written notice to Miami-Dade County, pursuant to 49 CFR § 26.83(i).

I swear that I am socially disadvantaged because I have been subjected to racial or ethnic prejudice or cultural bias, or have suffered the effects of discrimination, because of my identity as a member of one or more of the groups identified in 49 CFR § 26.5, without regard to my individual qualities. I further swear (or affirm) that my personal net worth does not exceed $750,000.00, and that I am economically disadvantaged because my ability to compete in the free enterprise system has been impaired due to diminished capital and credit opportunities as compared to others in the same or similar line of business who are not socially and economically disadvantaged.

I specifically swear (name of firm) _____ continues to meet the Small Business Administration (SBA) business size criteria and the overall gross receipts cap of 49 CFR Part 26 and (name of firm) _____'s average annual gross receipts (as defined by SBA rules) over the previous three fiscal years do not exceed $16.6 million. I will provide size and gross receipts documentation to support this affidavit, immediately upon Miami-Dade County's request.

*Signature*_____ *Date* _____

On this___ day of_____, 2004, before me appeared (name)_____, to me personally known, who, being duly sworn, did execute the foregoing affidavit and did state that he or she was properly authorized by (name of firm) _____, to execute the affidavit and did so as his or her free act and deed.

(SEAL/STAMP)

Notary Public _____ Commission Expires_____

[1] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment or both.

SCHEDULE FOR PARTICIPATION

Instructions for Contractors: List your DBE firms and sign.

DBE FIRM (1):

Name _____

Type of Work to Be Performed: _____

Percentage and Dollar Amount of Total Bid Committed: _____% $_____

Proposed Commencement Date:_____ Proposed Completion Date:_____

DBE Firm (2):

Name _____

Type of Work to Be Performed: _____

Percentage and Dollar Amount of Total Bid Committed: _____% $_____

Proposed Commencement Date:_____ Proposed Completion Date:_____

DBE Firm (3):

Name _____

Type of Work to Be Performed: _____

Percentage and Dollar Amount of Total Bid Committed: _____% $_____

Proposed Commencement Date:_____ Proposed Completion Date:_____

DBE Firm (4):

Name _____

Type of Work to Be Performed: _____

Percentage and Dollar Amount of Total Bid Committed: _____% $_____

Proposed Commencement Date:_____ Proposed Completion Date:_____

Under penalty of perjury of the laws of the United States, the undersigned certifies that it is committed to hire the above firms to do the work listed above on project _____, as part of it obligations under said project, and agrees to make the DBE & EEO Requirements of said project part of any tier of its subcontracts. The undersigned also certifies that the DBE listed on this Schedule are certified in the work categories in which they are being proposed to perform and that the Contractor has included language in its subcontracts to ensure that its DBE remain compliant with 49 CFR part 26, specifically Subpart 26.83(j).

_____ _____

Authorized Signature Print Name and Title Date

_____

Name of Contractor

LETTER OF INTENT FROM DBE SUBCONTRACTOR, SUPPLIER AND/OR CONSULTANT

To: _____ and Miami-Dade County
(Name of Prime Contractor)

From: _____
(Name of DBE Firm)

The undersigned DBE is prepared to perform the following described services and/or supply the following described goods, in connection with the following project/contract for a total dollar amount of $_____ and certifies that, upon the execution of a contract with the Prime Contractor, it will not subcontract any part of such contract to any firm, at any tier, without obtaining prior written consent from Miami-Dade County, through the Prime Contractor; it further certifies that it has received from Prime Contractor a true copy of the Affirmative Action provisions, which must include the Davis Bacon requirements and wage determinations, if applicable.

The undersigned also certifies that the undersigned's Disadvantage Business Enterprise certification was issued to perform the specific types of work listed below. The undersigned further certifies that as of the date of this letter, the undersigned is compliant with all the requirements of 49 CFR part 26, specifically Subpart 26.83(j). The undersigned further certifies that the undersigned has submitted an Affidavit of Continuing Eligibility to its certifying agency with the last 12 months.

Prime Contractor _____ Project Name_____

DBE ASSIGNMENTS:

Item No.	Work to be performed	Dollar Amount Per Bid Form
_____	_____	$_____
_____	_____	$_____
_____	_____	$_____

Item/Supply Description	Quantity	Dollar Amount
_____	_____	_____
_____	_____	_____

_____ Title_____
Authorized Signature

_____
Print Name Date

SUBCONTRACTORS MONTHLY PROGRESS REPORT

Report Period:

CONTRACT NUMBER _____ PROJECT NAME _____

CONTRACTOR NAME _____ CONTRACT AMOUNT $ _____

DBE GOAL _____ % DBE GOAL TO DATE _____ %

PAID TO PRIME CONTRACTOR THIS MONTH $ _____ TOTAL TO DATE: $ _____

DBE FIRMS	SEX	ETHNIC	TYPE OF WORK/SERVICE	MONTHLY PAYMENT	PAYMENT TO DATE	CONTRACT AMOUNT

PAYMENTS TO NON-DBES	TYPE OF SERVICE	AMOUNT

I certify that the above information is true and accurate to the best of my knowledge and understand that if I misrepresent or falsify such information, I may be subject to civil and or criminal prosecution under Title 18 United State Code Section 1001.

Authorized Signature Print Name and Title Date

ATTACHMENT K

PERFORMANCE BOND FORM

ATTACHMENT K
MIAMI-DADE COUNTY, FLORIDA
PERFORMANCE AND PAYMENT BOND

Any change, alteration or addition to this form will disqualify this Performance and Payment Bond

STATE OF FLORIDA)
SS
COUNTY OF DADE)

KNOW ALL MEN BY THESE MEANS THAT _____

_____

_____ As Principal, and _____

_____

A corporation organized under the laws of the State of _____

with its home office in the city of _____, as Surety, (said Principal and said Surety hereinafter collectively being referred to as Obligator), are held and finally bound unto Dade County, Florida, acting by and through the BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, and their successors in office, hereinafter called the Obligee, in the sum of $_____ lawful money of the United States of America, for the payment whereof to the Obligee, the Principal and Surety respectively bind themselves, their successors, heirs, and assigns, jointly and severally, finally by these present.

Signed, sealed and dated this _____ day of _____, 20_____.

WHEREAS the Principal and Obligee have entered into a written contract, hereinafter called the "Contract" for

_____

_____

As evidenced by contract and specifications made a part thereof, entered into between the Principal and the Obligee on the _____day of _____, 20_____ a copy of which Contract may be attached hereto and is hereby referred to and made a part thereof.

NOW, THEREFORE, the conditions of the foregoing obligation is such that if the Principal shall indemnify the Obligee for all loss that the Obligee may sustain by reason of the Principal's failure to comply with any of the terms of the Contract, then this obligation shall be void; otherwise, it shall remain in full force.

THIS BOND shall also be security for the performance by the Principal and Surety of the following additional covenants and obligations, and the recitals and references herein contained shall constitute a part of this Bond and obligation:

1. Said Principal (Contractor) shall well and truly perform; carry out and abide by all terms, conditions and provisions of said Contract including all maintenance and warranty provisions and furnish complete the items herein specified in accordance with the terms thereof, and the Obligator herein shall and does hereby agree to indemnify the Obligee and hold it harmless of, from and against any and all liability, loss, cost, damage or expense and attorney's fees, including appellate proceedings, which said Dade County, Florida may incur or which may accrue or be imposed upon either thereof by reason of any negligence, default and/or misconduct on the part of the said contractor, and _____ agents, servants, and/or employees, in, about or on account of the performance of said contract by the said contractor, and shall repay to and reimburse to the said Dade County, Florida, promptly upon demand, all sums of money, each and every, reasonably paid out or expended by the said Obligee on account of the failure and/or refusal of said contractor to carry out, do, perform and/or comply with any of the terms and provisions of said Contract at the time and in the manner therein provided.
2. The Principal will make payments to all persons supplying Principal labor, material and supplies used directly or indirectly by the Principal or any subcontractors of the Principal in the prosecution of the work provided for in said Contract.
3. Each and every person, natural and artificial, for whose benefit this bond has been executed as disclosed by the text of this bond and of said Contract, specifications, drawings and all papers, and of said agreement and instruments attached and made a part of said Contract, and each and every person, natural and artificial, supplying labor, materials and supplies in furtherance of said Contract, shall have the same several rights of suit or action upon this bond as if he or they were the Obligee or Obligees herein specially mentioned, and the obligations hereof shall be several as to the rights of said persons or said Obligees hereof.

4. In each and every suit brought against the Obligor upon this bond in which the Plaintiff shall be successful, there shall be assessed therein against the Obligor herein, in favor of the Plaintiff therein, reasonable counsel fees, which the Obligor hereby expressly agrees to pay as part of the cost and expense of such suit.

IN WITNESS WHEREOF THE PRINCIPAL AND THE SURETY HAVE EXECUTED THESE

Presents this _____ day of _____, 20_____

WHEN THE PRINCIPAL IS AN INDIVIDUAL:

Signed, sealed and delivered in the presence of: _____

Printed Name of Individual

_____

_____ _____

Two Witnesses Signature of Individual

WHEN THE PRINCIPAL IS SOLE PROPRIETORSHIP OR OPERATES UNDER TRADE NAME:

Signed, sealed and delivered in the presence of: _____

Name of Firm

_____ _____

Signature of Individual

_____ _____

Two Witnesses Printed Name of Individual

WHEN THE PRINCIPAL IS A PARTNERSHIP:

Signed, sealed and delivered in the presence of: _____

Name of Firm -- A Partnership

_____ _____

Printed Name of One Partner

_____ _____

Two Witnesses Signature of One Partner

WHEN PRINCIPAL IS A CORPORATION:

_____

_____ _____

Secretary Correct Name of Corporation

(Affix Corporate Seal) By: _____

President or Vice-President

Attest:

_____ _____

Corporate Surety

_____

Countersigned: Business Address

_____ By: _____

Florida Resident Agent Corporate Seal

CORPORATE PRINCIPAL CERTIFICATION

I _____, certify that I am the Secretary of the Corporation named as principal in the within bond; that _____, who signed the said bond on behalf of the principal, was then _____ of said corporation; that I know his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed and attested foe and in behalf of said corporation by authority of its governing body.

Corporate Seal

STATE OF FLORIDA)
SS
COUNTY OF DADE)

Before me, a Notary Public, duly commissioned, qualified and acting, personally appeared: _____ _____ to me well known, who being by me first duly sworn upon oath says that he/she is the Attorney-in-fact for the _____ and that he/she has been authorized by ____ _____ to execute the foregoing bond on behalf of the Contractor named therein in favor of Miami-Dade County, Florida.

Subscribed and sworn to before me this _____ day of _____ A.D. 20 _____.

_____

Notary Public, State of _____ at Large

My commission expires _____

ATTACHMENT L

SPECIFICATIONS FOR EXTENDED USE SMARTCARDS

1. INTRODUCTION

This specification defines the characteristics for the standard use Proximity Integrated Circuit Cards (PICC). The cards shall conform to this specification and the external standards required by this document.

2. PURPOSE AND SCOPE

This specification is for PICC cards for automated processing in automated fare collection (AFC) equipment, e.g., vending machines, bulk encoders and validation devices

a) Referenced Documents

i. Identification cards—Test Methods, ISO/IEC 10373-1:1998(E)
ii. Identification cards—Physical Characteristics, ISO/IEC 7810:2003(E)
iii. Standard Test Method for Static and Kinetic Coefficients of Friction of Plastic Film and Sheeting, ASTM D1894

b) Applicable Documents

i. ISO 3274, Geometrical Product Specifications—Surface texture: Profile method—Nominal characteristics of contact (stylus) instruments
ii. ISO 4287, Geometrical Product Specifications —Surface texture: Profile method—Terms, definitions and surface texture parameters
iii. ISO 9773, Plastics—Determination of burning behavior of thin flexible vertical specimens in contact with a small-flame ignition source
iv. ASTM D1894-95, Standard

3. FIXED ROUTE EASY CARD REQUIREMENTS:

a. PHILLIPS MIFARE DESFire EV1
b. Processor: NXP Semiconductors IC
c. Unique Identification: 7 Byte
d. EEPROM Memory: 4 Kbyte with fast programming
e. Frequency: 13.56 MHz.
f. Data Retention: Minimum of 10 years
g. Operating distance: Up to 100 millimeters
h. Card Body: HOT LAMINATED WHITE PVC/PET
i. Standards Compliance: ISO/IEC 14443 -1,2,3,4 TYPE A
j. ISO 7810 TYPE ID-1
k. Surface Printing: FINE MATTE OR GLOSSY, (IF GLOSSY, THIN TRANSPARENT PROTECTIVE LAYER TO ONLY ON THE FRONT).
l. Support Secure, high-speed command set
m. High data rates up to 848 Kbit/s in compliance with ISO / IEC 14443-4.
n. Flexible file system
o. Bit-wise Anti-collision
p. Privacy protection
q. Data integrity: CRC and bit counting on physical layer

4. Usage Requirements

The cards shall meet the read/write and normal use performance requirements of this specification while exposed to the conditions shown in Table 0-1 for a minimum duration of 1 hour using any temperature and humidity control environmental chamber.

Table 0-1. Usage Environment

Environment	Condition
Temperature	–4 °F to +140 °F (–20 °C to +60 °C)
Relative Humidity (RH)	15% to 95% (noncondensing)

a. NORMAL USE—means normal usage of the card in the environment of public transport with storage, distribution, validation, and reloading of cards, excluding IMPROPER USE.

b. IMPROPER USE—means any usage for which the card has not been designed for, including excessive handling or mechanical stresses—mishandling, and wilful damage to the PICC.

c. IMPROPER USE is: Any following occurrence:

i. Excessive physical stress such as:

I) Bending the PICC beyond conditions described in this document.

II) Folding the PICC.

III) Punching holes, or cutting the PICC.

IV) Any other physical damage to the PICC, for example, scraping, or delaminating attempt, etc.

a. Excessive electrical stresses:

I) Write/erase cycles beyond those described in the chip specification and this document.

II) Excessive current, voltage or radio wave discharged exposure beyond those described in the chip specification.

III) Any storage or use in conditions beyond those described in this document.

5. Storage Requirements

The cards shall be suitable for storage for up to 3 years under the conditions shown in Table 0-2.

Table 0-2. Storage Environment

Environment	Condition
Temperature	32 °F to 140 °F (0 °C to 60 °C)
Relative Humidity (RH)	30% to 65% (noncondensing)

6. Post Printing Requirements

The cards shall be suitable for post printing processes that subject the cards to conditions shown in Table 0-3.

Table 1-1. Post Printing Environment

Environment	Condition	Duration
Temperature	338°F (170°C)	3 seconds

7. Physical and Electrical Characteristics

a. Card Requirements: The cards shall meet all the requirements stated in this specification, when conditioned for 24 hours at 74 °F ±4 °F (23 °C ±2 °C) and 50 percent ±5 percent RH.

b. **Dimensions:** The physical dimensions of the cards shall be in accordance with reference [2] for ID-1 cards.

c. **Thickness:** The thickness of the cards shall be in accordance with reference [2] for ID-1 cards.

d. **Quality: The card corners and edges shall be in accordance with reference [2] for ID-1 cards. In addition, the cards shall be free of all defects that impair the in-service use, printing performance or general appearance of the cards.** The Contractor shall provide samples of all types of cards for approval prior to commencing the production run.

e. **Material**

i. **Card Material:** The material for all cards shall perform to the standards as noted in this specification. Card laminate material shall be 60 percent polyvinyl chloride (PVC) and 40 percent polyethylene terephthalate (PET).

ii. **Antenna Material: Materials used for the construction of the antenna must be consistent with the required electrical and physical stress specifications of this document; these materials in addition must meet the minimum matching electrical specification of the integrated circuit to which it is** connected. Suggested antenna materials:

- Silver
- Aluminum
- Aluminum-alloy
- Conductive composites
- Copper-alloy

f. **Bending Stiffness**: The bending stiffness of the cards shall be in accordance with reference [2].

g. **Flammability**: The cards shall be of a flame class rating of UL94 V-0 or better.

h. **Toxicity**: The toxicity of the cards shall be in accordance with reference [2]. In addition, the outer surfaces of the card shall contain no material with a Hazardous Material Identification System (HMIS) value greater than shown in 0-4.

Table 1-4. Toxicity

HMIS Symbol	Level of Hazard
Health	0
Flammability	1
Physical Hazards	0
Personal Protection	N/A

i. **Static Electricity**: The cards shall have no adverse effects when exposed to static electricity in accordance with reference [1]. Upon completion of this test, the cards shall meet all requirements of this specification.

j. Exposure to X-Ray Radiation: The cards shall continue to operate as intended after exposure of either face to medium X-radiation, with energy in the range of 70 keV to 140 keV, of a cumulative dose of 0.1 Gy per year.

k. Exposure to Irradiation: The cards shall continue to operate as intended after testing in accordance with the application test methods described in reference [1], when first exposed to an irradiation beam with one of the dosage exposures selected from **Table 1-5.**

Table 1-5. Irradiation

Exposure Class	Irradiated Dosage	Exposure(s)	Card Packaging Visual Impact
Class 1	56kGy	1.0	No visual packaging distortion or printing discoloration shall occur.
Class 2	56kGy	2.0	No visual packaging distortion or printing discoloration shall occur.

l. **Durability**: The cards shall have no more than five cracks total when viewed at 5X magnification and no more than three cracks greater than .002 inches wide by .010 inches long after having been exposed to the usage environment specified in Usage Requirements (#4 above) for a minimum duration of 1 hour and having undergone the following bending and torsion tests.

m. **Bending:** The bending durability of the cards shall be in accordance with reference [1]. The total number of bending cycles shall be 5000. Curvature of the width of the card along axis B is defined by a H_W value o_f 1.00 inch (25.4 millimeter). Curvature of the height of the card along axis A is defined by a H_W value o_f .375 inches (9.5 millimeter).

n. **Torsion:** The torsion durability of the cards shall be in accordance with reference [1], the total number of torsion cycles shall be 5000.

o. Opacity: The card opacity shall be in accordance with reference [2] for ID-1 cards.

p. **Delamination:** The delamination characteristics of the cards shall be in accordance with reference [2] and tested in accordance with reference [1]. In addition, the card shall not delaminate while exposed to specified usage and storage environments or during any specified testing.

q. Card Dimensional Stability and Warpage with Temperature and Humidity: The card dimensional stability and warpage with temperature and humidity shall be in accordance with reference [2].

r. **Ultraviolet light:** The cards and their preprinted graphics shall have no adverse effects when exposed to ultraviolet light in accordance with reference [1]. Upon completion of this test, the cards shall meet all requirements of this specification. Some yellowing is permissible.

s. **Curl:** The curl of the card shall not exceed the values shown in Table 1-6.

Table 1-6. Card Curl Requirements

Media Curl	Value
Parallel to long dimension (overall flatness)	The maximum perpendicular distance, measured from any point on the concave surface to the plane defined by any three corners, shall be 0.039 inch (1.00 mm).
Parallel to short dimension (transverse curl)	The maximum perpendicular distance, measured from any point on either of the concave short edges to a line defined by the two adjacent corners, shall be 0.020 inch (0.5 mm).

t. **Adhesion:** The adhesion characteristics of the cards shall be in accordance with reference [2]. In addition, Ten cards, complete with graphics and serial numbers, shall not adhere to each other when stacked on a flat surface for 24 hours at 140 °F (60 °C) and 90 percent to 95 percent (noncondensing) RH with an applied normal pressure on the card of 1 lb/in^2 (70.5 g/°m^2). It may be necessary to apply anti-blocking coatings to the card in order to meet this requirement.

u. Coefficient of Friction: The cards shall be measured for friction in accordance with ASTM D1894, reference [3]. The cards shall be measured in the direction of the long axis and oriented in the same way, such that edges are coincident. The measured value for the inter-card static coefficient of friction shall fall within the specified range of 0.12 to 0.28.

8. Printing: The following requirements for the printing of the cards apply:

a. The cards shall be delivered with printed graphics as provided by the County.

b. The colors and graphics of the cards shall conform to the artwork provided by the County.

c. The ink shall not be conductive, abrasive, or magnetic.

d. Printing shall not smear or transfer during normal handling or processing through an encoding transport.

e. The encoding transport consists of pinch rollers and drive belts that are in contact with the cards.

f. Color-matching color spectrometer calibrated to CIE-LAB specification.

g. Graphics compared to County-approved artwork.

9. Location of Integrated Circuit Chip:

The IC chip placement will be per ANSI 410-2005. The intent of defining these zones is to position the card electronic components in such manner as to avoid the transport rollers and feeder separators in the County's Automated Fare Collection System.

10. Card Pre-Encoding:

Where applicable (e.g. memory logic cards), the cards shall be encoded with transport keys prior to delivery unless otherwise specified. Any encoding used to check the integrity of the card during the manufacturing process should be erased prior to delivery.

11. **Read/Write Performance:** The following requirements for read/write (R/W) performance shall apply:

a. Read/write distance of 0–50 millimeters as specified by the contract requirements

12. **Packaging, Labeling, and Delivery:** The cards shall be packaged in such a manner as to inhibit pilferage, prevent damage during shipment, and facilitate storage in order to be acceptable to the purchaser. The cards shall be packaged in the quantities specified on the specification control drawing.

a. **Packaging:** In general, precut cards shall be packed as follows:

i. The cards shall be packed in boxes.

ii. There shall be a maximum total of 400 cards per box.

iii. The boxes shall be packed in cartons.

iv. There shall be nine boxes of cards per carton.

v. Cartons shall be of sufficient strength to permit stacking six cartons high, without damage to the cards or the cartons, for a storage period of 3 years.

vi. The cards shall be oriented in such manner as to assure that 400 cards can be stacked without leaning or tipping; the TOP card in a stack of 400 cards shall not have a pitch or roll of more than 6 degrees from the horizontal plane. (The cards are packaged sufficiently tight to prevent card-to-card movement that may damage the printed surfaces.)

b. **Labeling:** The outside of the cartons shall be labeled with the name of the manufacturer, the purchase order number, and the production run number, and will be clearly marked to indicate storage requirements are 50 °F to 85 °F, 25 to 50 percent RH noncondensing. The label format shall be as shown in .

Figure 1-1. Label Format

Manufacturer: XXXXX
Part Number:XXXXX
Purchase Order: GXXXXX
XXX Production number: XXXX
Storage Requirements: 50 ^{o}F to 85 ^{o}F
25% to 50% RH noncondensing

c. **Delivery Address:** All production cards shall be delivered as specified by the County.

Memorandum

To: Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners

From: Charles Scurr, Executive Director

Date: October 24, 2012

Re: **CITT AGENDA ITEM 7A:**
RESOLUTION BY THE CITIZENS' INDEPENDENT TRANSPORTATION TRUST (CITT) RECOMMENDING THAT THE BOARD OF COUNTY COMMISSIONERS (BCC), AUTHORIZE EXECUTION OF AN AGREEMENT IN THE AMOUNT OF $208,343,635.00 FOR FIVE YEARS, OR $416,687,280.00 IF THE ONE FIVE-YEAR OPTION-TO-RENEW IS EXERCISED, WITH PARATRANSIT SPECIAL TRANSPORTATION SERVICES TO SUPER NICE STS, INC. D/B/A TRANSPIRATION AMERICA TO OBTAIN SPECIAL TRANSPORTATION SERVICES (STS) TO MIAMI-DADE TRANSIT, THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE AN AGREEMENT FOR AND ON BEHALF OF MIAMI-DADE COUNTY AND TO EXERCISE ANY CANCELLATION AND RENEWAL PROVISIONS, AND TO EXERCISE ALL OTHER RIGHTS CONTAINED THEREIN, AND AUTHORIZING THE USE OF CHARTER COUNTY TRANSPORTATION SURTAX FUNDS. CONTRACT NO. REP800 **(MDT)**

On October 24, 2012, the CITT voted (10-0) to forward a favorable recommendation to the Board of County Commissioners (BCC) for the approval of the above referenced item, CITT Resolution No. 12-093. The vote was as follows:

Hon. Linda Zilber, Chairperson – Aye
Paul J. Schwiep, Esq., 1st Vice Chairperson – Aye
Hon. Anna E. Ward, Ph.D., 2nd Vice Chairperson – Aye

Christopher Benjamin, Esq. – Absent
Glenn J. Downing, CFP® – Aye
Alfred J. Holzman – Aye
Miles E. Moss, P.E. – Aye
Marilyn Smith – Absent

Joseph Curbelo – Aye
Peter L. Forrest – Aye
Prakash Kumar – Aye
Hon. James A. Reeder – Aye

cc: Alina Hudak, Deputy Mayor/County Manager
Bruce Libhaber, Assistant County Attorney
Alexander Bokor, Assistant County Attorney