

# Memorandum



**Date:** June 6, 2017

Agenda Item No. 8(N)(14)

**To:** Honorable Chairman Esteban L. Bovo, Jr.  
and Members, Board of County Commissioners

**From:** Carlos A. Gimenez  
Mayor

**Subject:** Recommendation for Approval to Access City of Miami Contract (Limousines of South Florida / Contract No.18483) for the Provision of Transit Services in Miami-Dade County

**During the May 4, 2017 Chairman's Policy Council meeting, this item was identified as having a Scrivener's Error in the Fiscal Impact section which referenced "six (6) existing bus routes". The section has been updated to reflect the approved correction to "14 existing bus routes."**

## **RECOMMENDATION**

It is recommended that the Board of County Commissioners (Board) authorize accessing a competitively established City of Miami (City) Contract (Limousines of South Florida / Contract No.18483) for the provision of public transit services for the Miami-Dade County (County) Department of Transportation and Public Works (DTPW). The Contract was awarded to Limousines of South Florida, Inc. ("LSF" or "LSF Shuttle") on February 27, 2012, and provides Municipal Trolley operation services for the City of Miami. DTPW will assign the Contract's lower capacity buses to 14 existing low-ridership routes (see attached), and will continue to explore the option of assigning buses to additional circulator and connector routes.

In order to identify service efficiencies in the existing bus network, DTPW presented an overall plan for route modifications to the Chairman Policy Council on February 9, 2017. The proposed modifications include an analysis of current ridership data and maximum passenger load per vehicle. In particular, the 14 routes contemplated in this item are part of a service adjustment item being presented concurrently for Board approval. The recommendations focused on service improvements to increase the efficiency, reliability, and consistency of bus service, while simultaneously seeking to identify savings through restructuring lower productivity routes, eliminating duplication of service, straightening of main corridor bus routes, and adjusting service to match ridership demand.

The provision of public transportation services through a private contractor does not have adverse Title VI or Environment Justice impacts on protected populations, as the proposed plan would not be impacting service, rather changing the manner in which it is delivered.

## **SCOPE**

The impact of this item is countywide in nature. With approval of this item, the contractor will provide service for the following existing transit routes: 1, 29, 46, 82, 101, 202, 211, 212, 246, 254, 267, 272, 286, and 344. The County retains the option to contract out more routes at a later date as additional adjustments to service are identified by DTPW. Additionally, in an effort to encourage ridership, DTPW may propose a reduced fare on routes that are assigned to this contract.

## **FISCAL IMPACT**

There is no additional fiscal impact associated with accessing the Contract. DTPW will save an estimated \$6,455,000.00 annually in DTPW transit operations, as compared to the current operating cost, by providing transit service on the 14 existing bus routes.

## **TRACK RECORD/MONITOR**

The project manager is Carlos Cruz-Casas, P.E., Assistant Director, DTPW.



**DELEGATED AUTHORITY**

If this item is approved, the County Mayor or County Mayor's designee will have the authority to exercise all provisions of the contract, including any extensions or renewals, pursuant to Section 2-8.1 of the County Code and Implementing Order 3-38.

**VENDOR RECOMMENDED FOR AWARD**

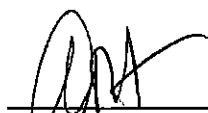
Awardee	Principal Address	Address of Branch Offices or Headquarters in Miami-Dade	Number of Employee Residents	Principal
			Miami-Dade	
			Non Miami-Dade	
			Percentage	
Limousines of South Florida, Inc.	3300 SW 11 Avenue, Fort Lauderdale, FL 33142	2766 NW 62 Street Miami FL	1,215	Ray Gonzalez
			353	
			77%	

**DUE DILIGENCE**

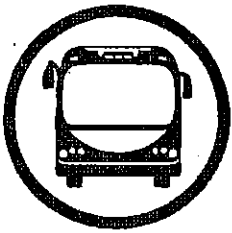
Pursuant to Resolution No. R-187-12, due diligence was conducted in accordance with the Internal Services Department's Procurement Guidelines to determine contractor responsibility, including verifying corporate status and review of performance or compliance issues. The lists referenced include convicted vendors, debarred vendors, delinquent contractors, suspended vendors, and federal excluded parties. There were no adverse findings relating to contractor responsibility.

**APPLICABLE ORDINANCES AND CONTRACT MEASURES**

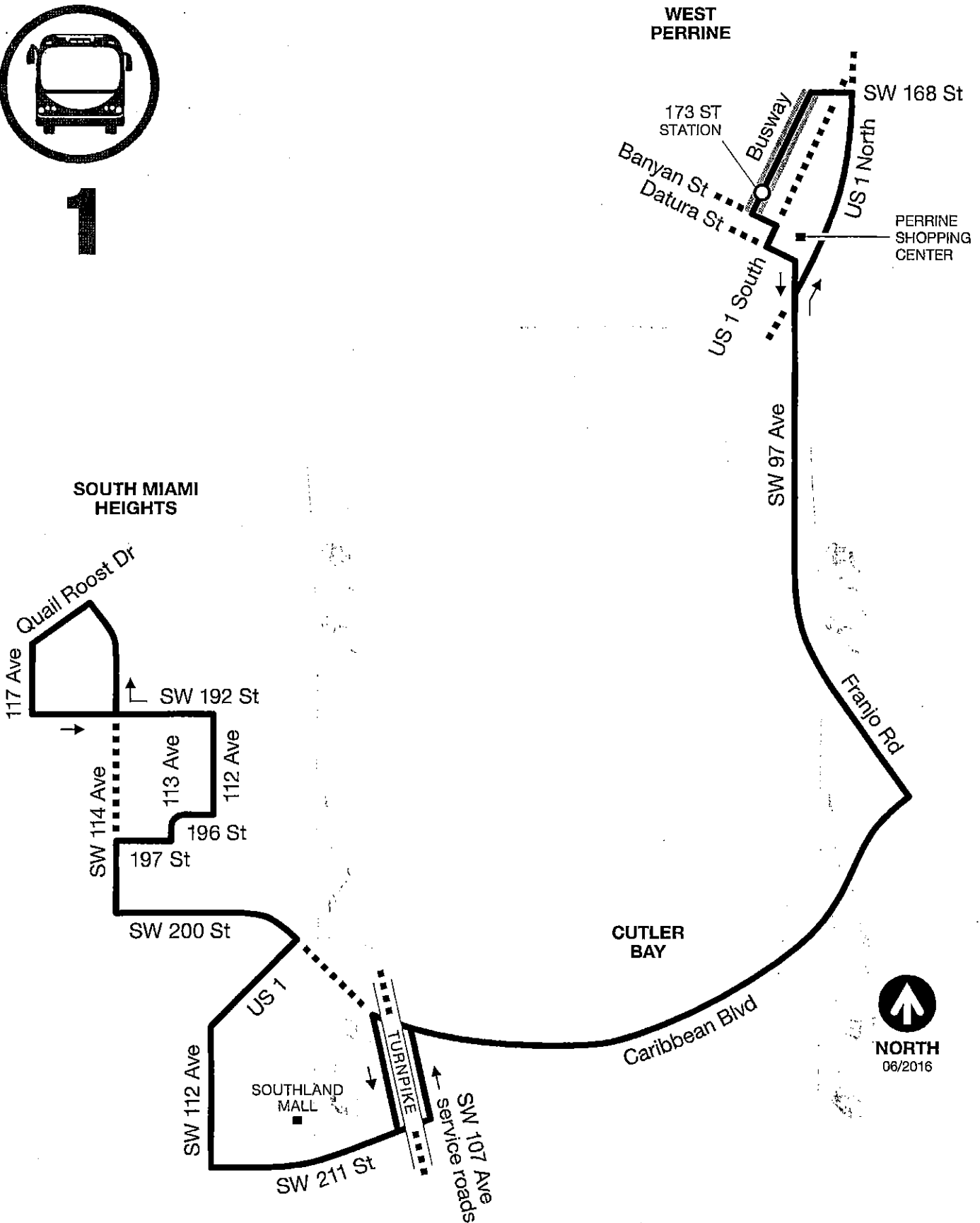
- The two (2) percent User Access Program provision does not apply due to accessing an awarded contract.
- The Small Business Enterprise Bid Preference and Local Preference Ordinances do not apply due to accessing an awarded contract.

  
\_\_\_\_\_  
Alina T. Hudak  
Deputy Mayor





1



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311 (305.468.5900) TDD: 305.468.5402

MiamiDadeTransit

@IRideMDT

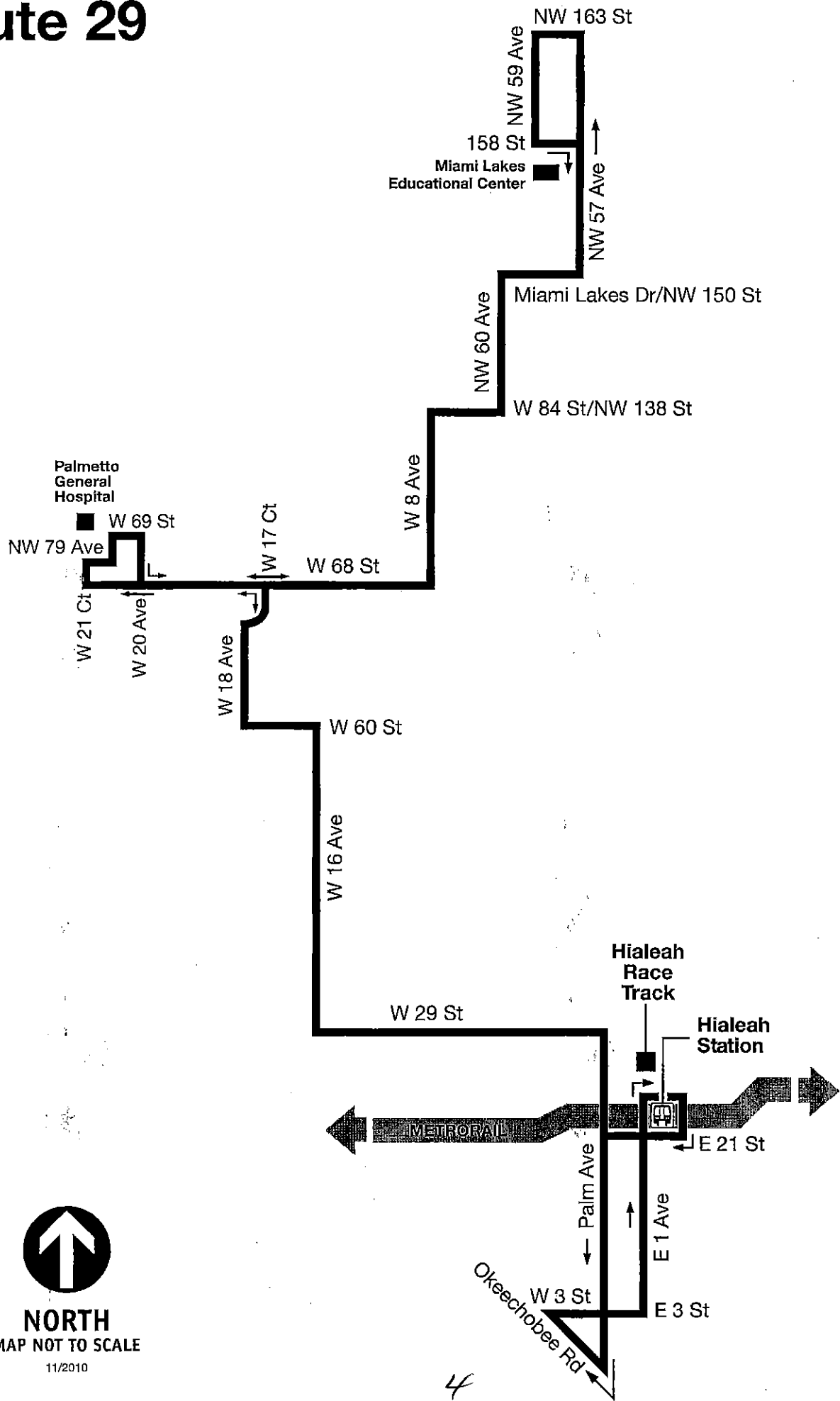
@IRideMDT

MDT TRACKER / MDT TRANSIT WATCH





# Route 29

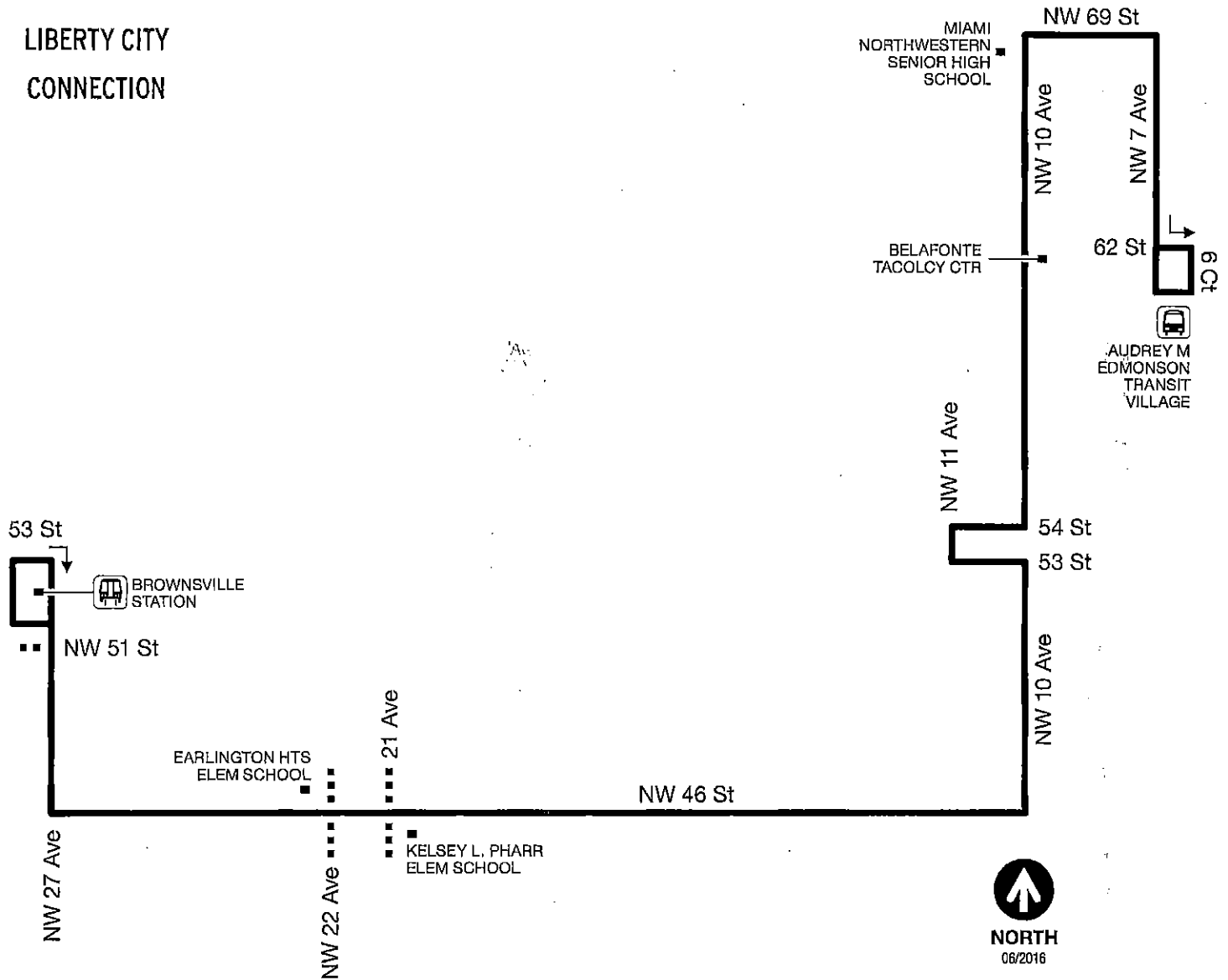






# 46

LIBERTY CITY  
CONNECTION



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DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS

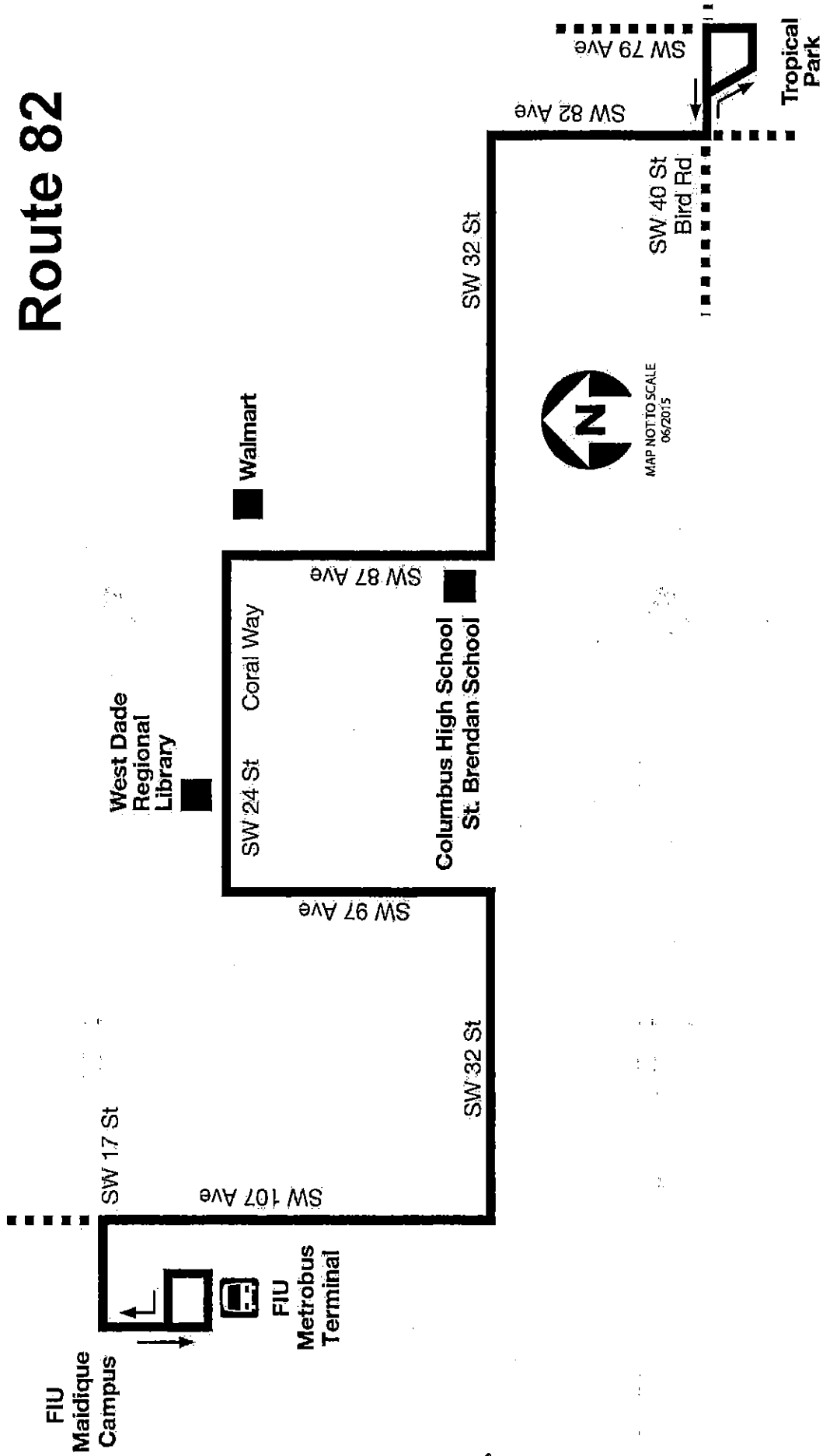
5



# WESTCHESTER

## *Circulator*

### Route 82

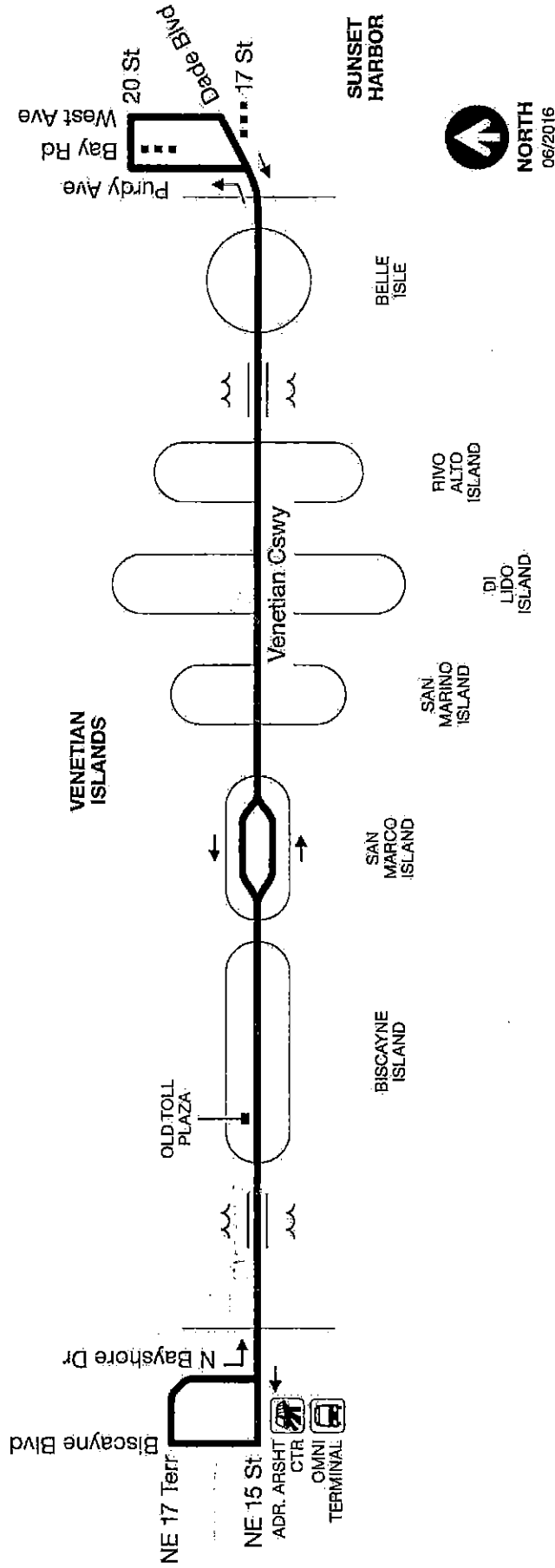






# Route 101

# A



[www.miamidade.gov/transit](http://www.miamidade.gov/transit) **311** (305.468.5900) TDD: 305.468.5402

MiamiDadeTransit @IRideMDT @IRideMDT MDT TRACKER / MDT TRANSIT WATCH

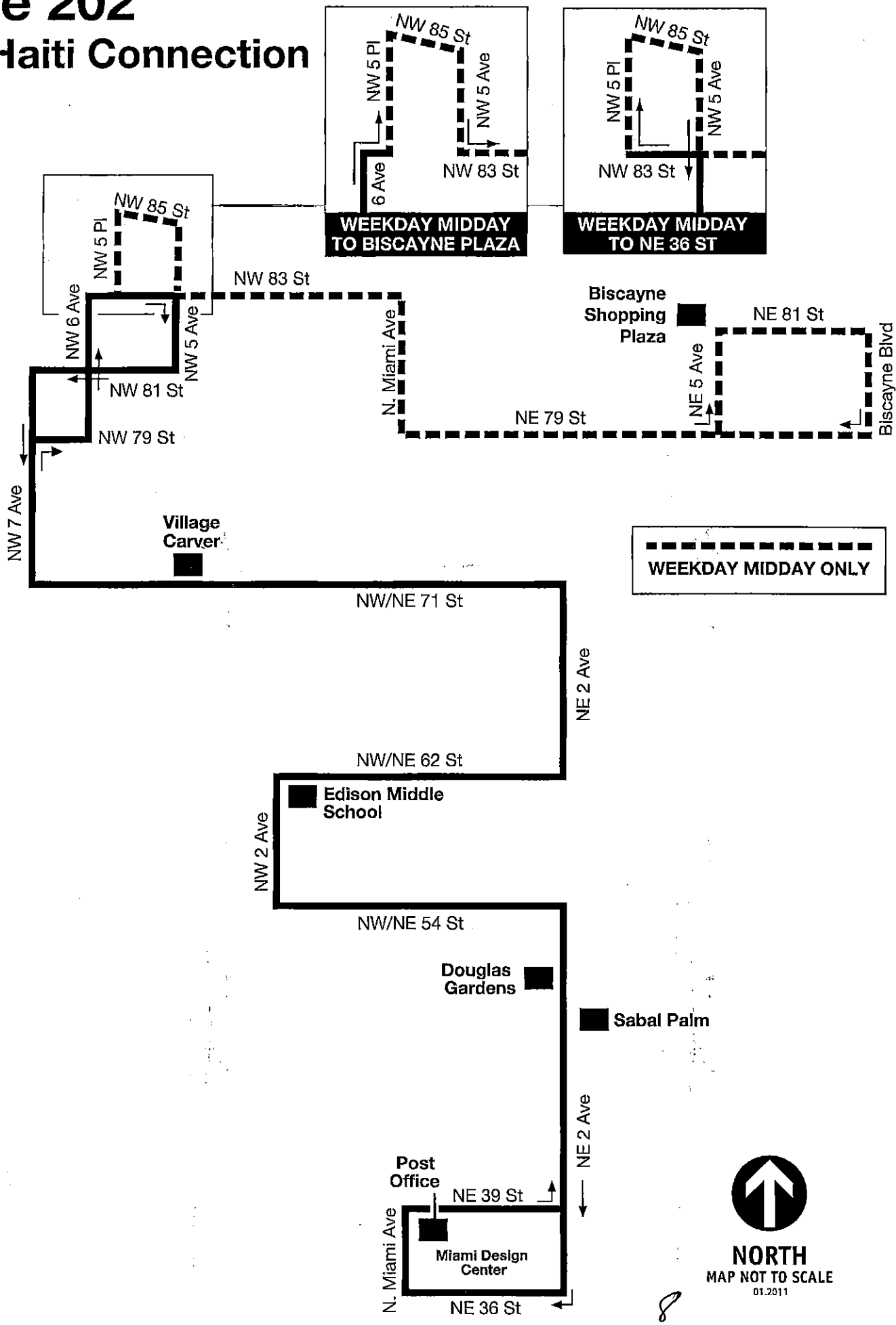


DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS



# Route 202

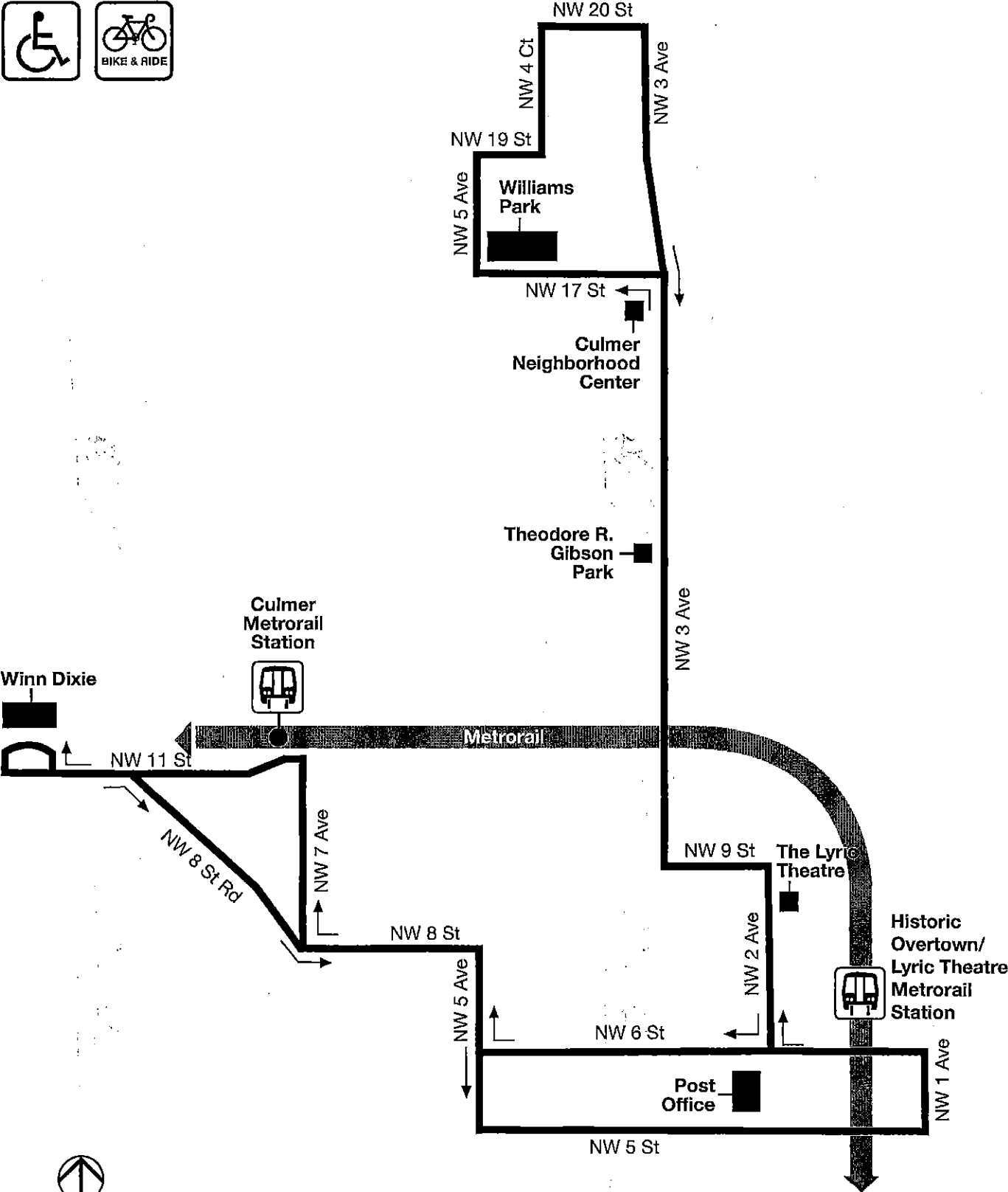
## Little Haiti Connection





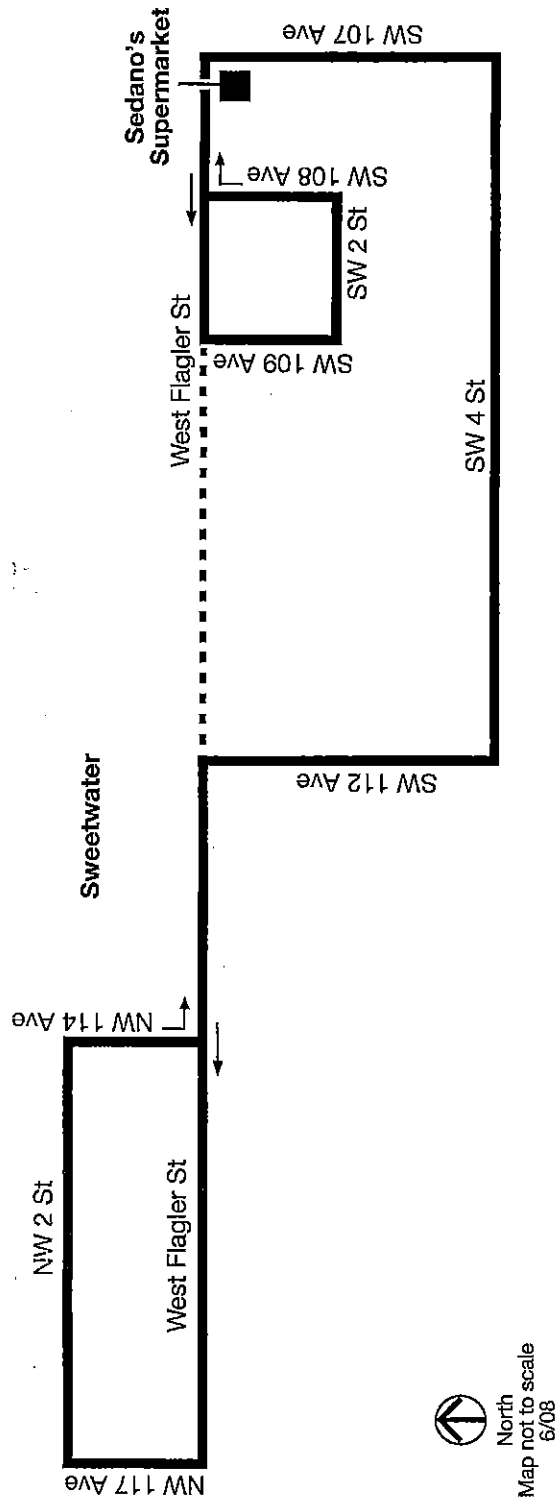
# Route 211

## Overtown Circulator

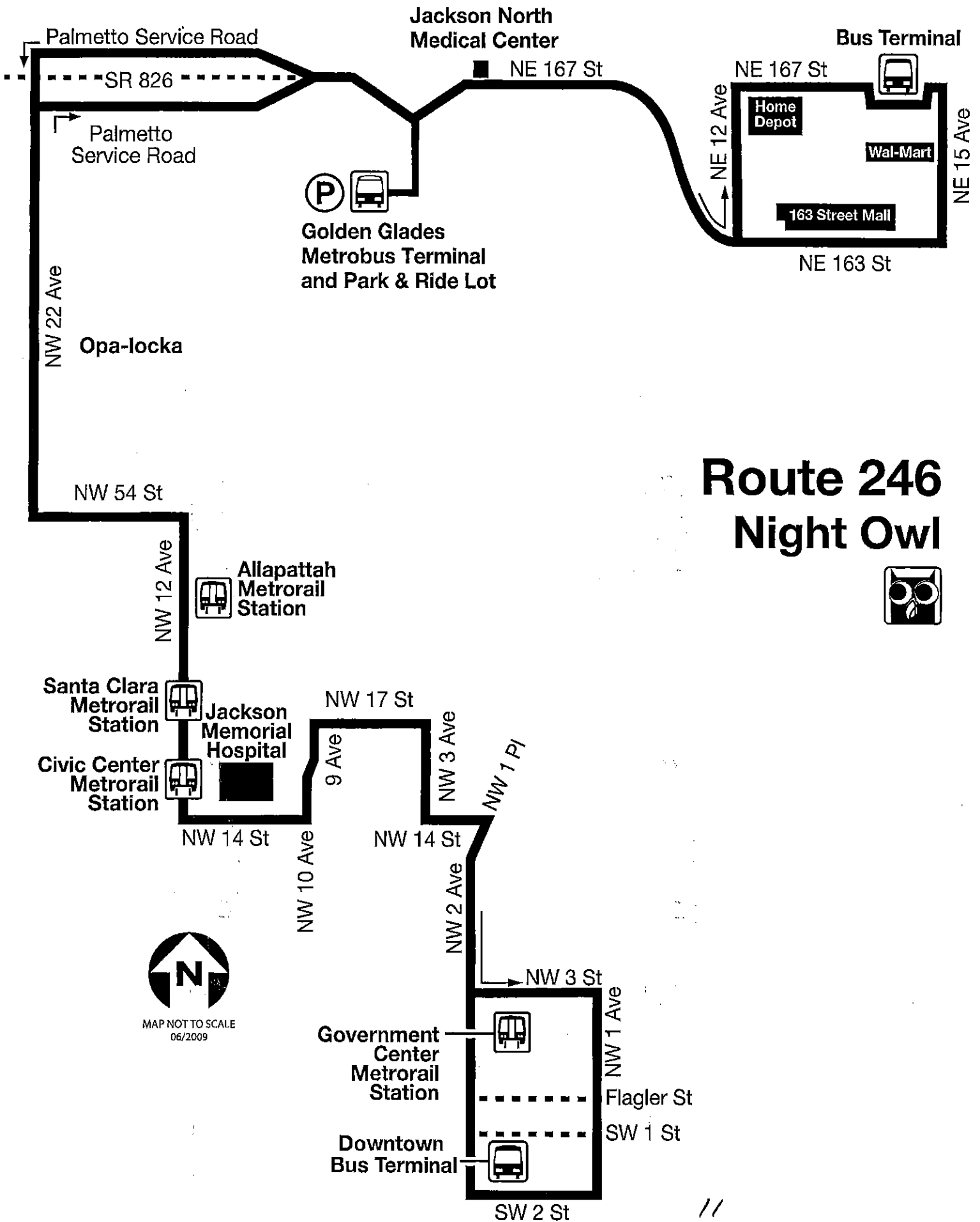




# Route 212 Sweetwater Circulator







# Route 246 Night Owl





# Route 254



**Select Thursday  
trips only  
(see schedule)**



# NORTH

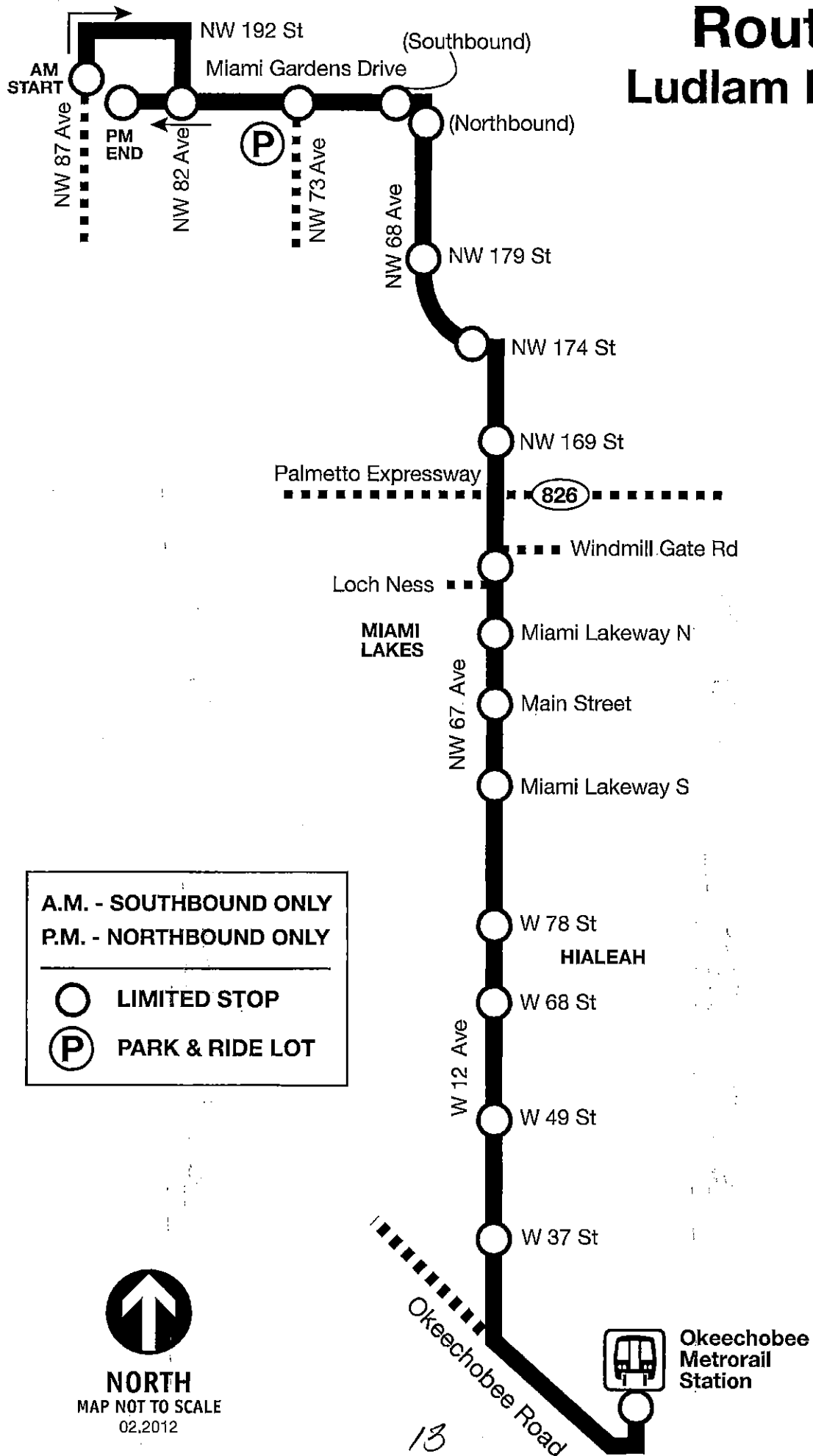
**MAP NOT TO SCALE**

01/11

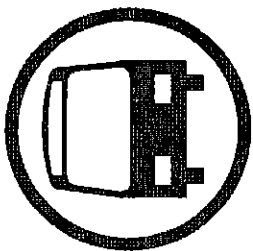


# Route 267

## Ludlam Limited

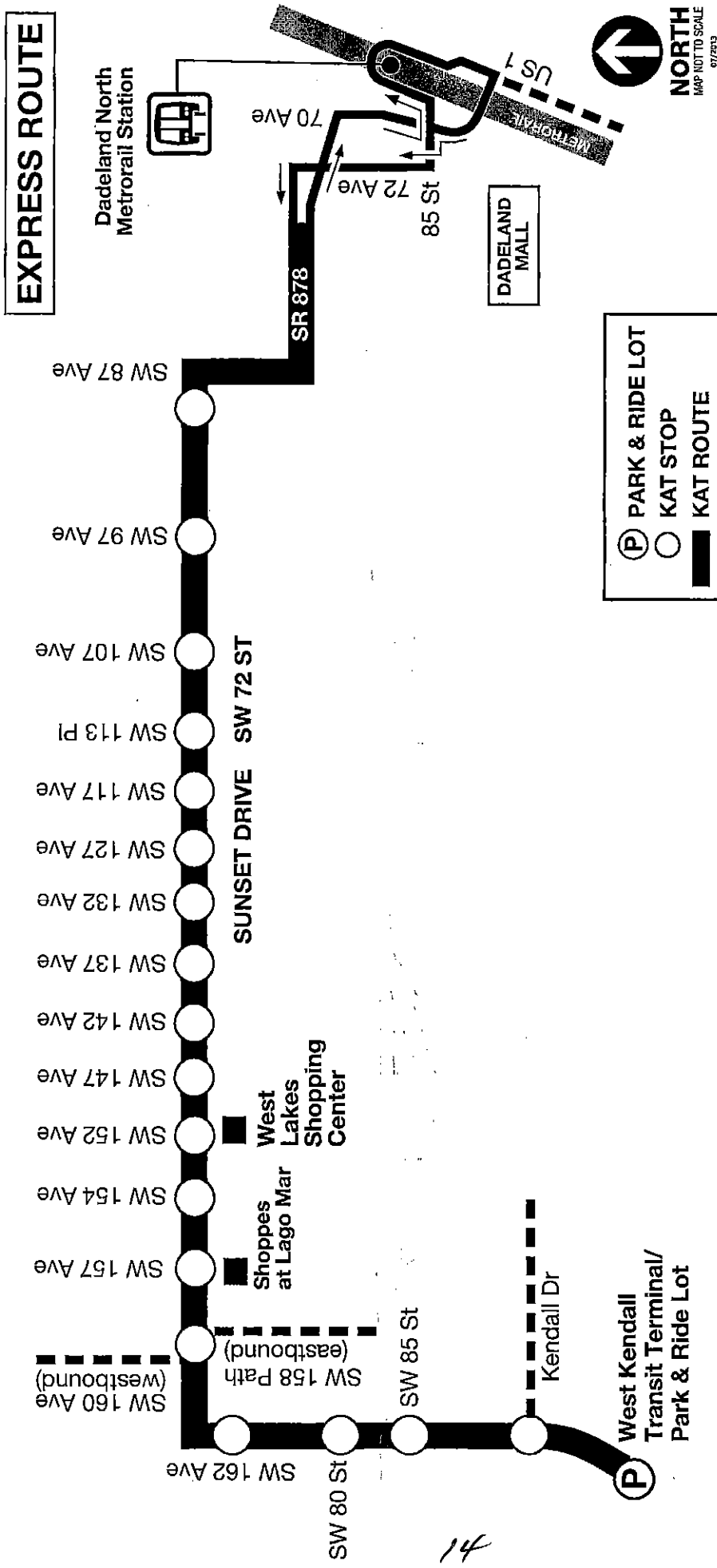






# 272

SUNSET KAT



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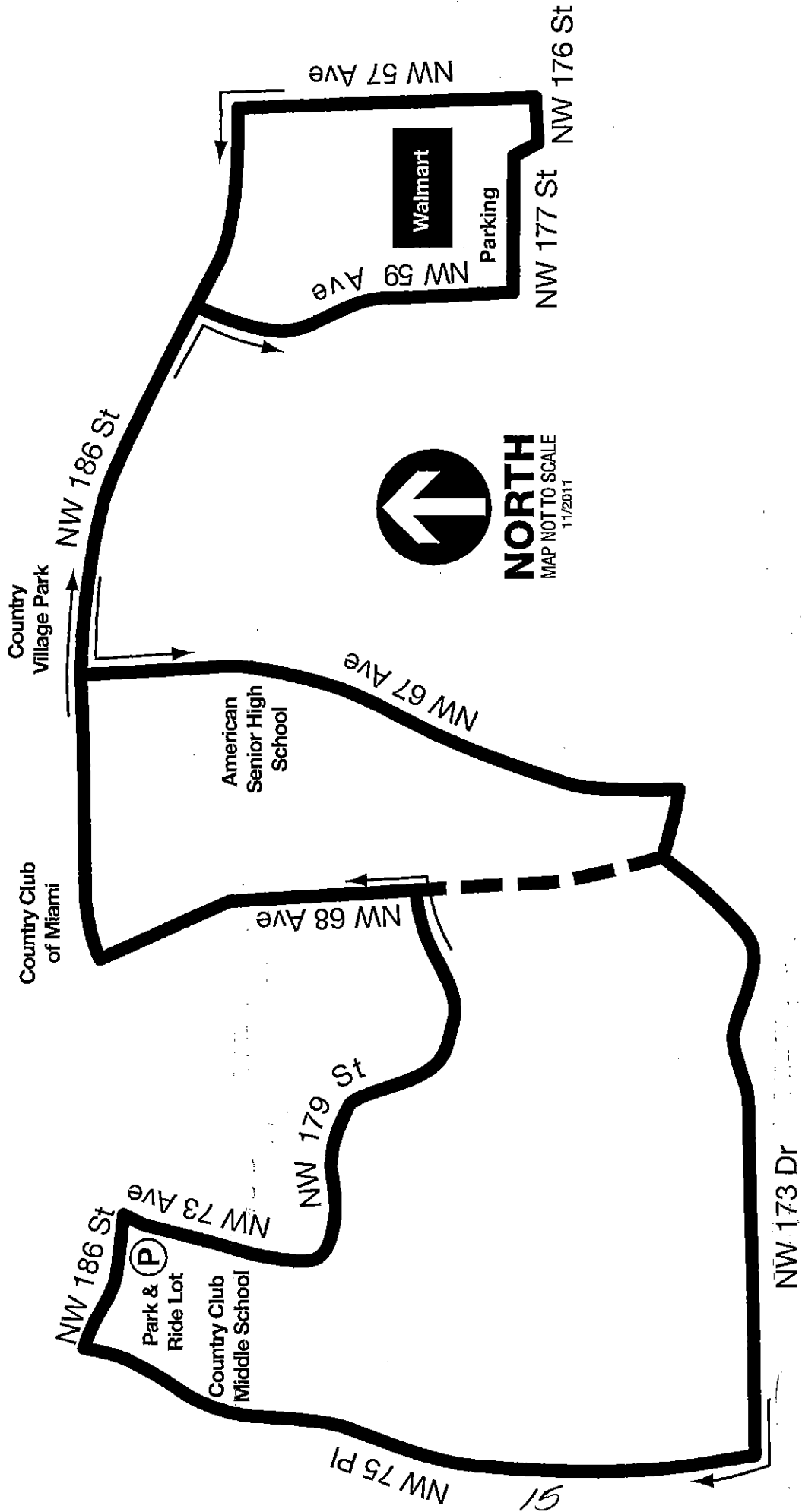
INFORMATION : INFORMACION : ENFOMASYON  
 311 (305.468.5900) TDD: 305.468.5402





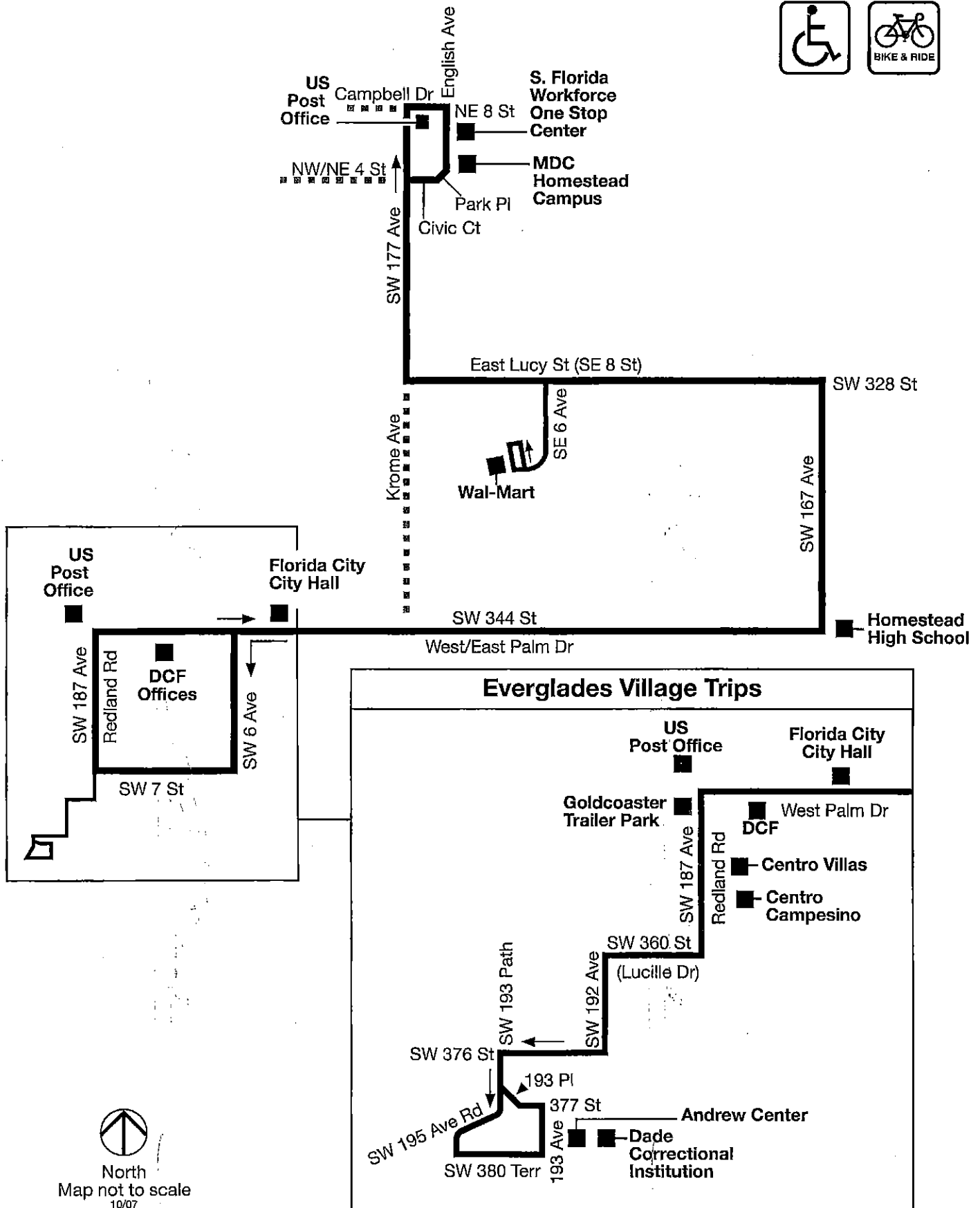
# Route 286

## North Pointe Circulator





# Route 344







# MEMORANDUM

(Revised)

**TO:** Honorable Chairman Esteban L. Bovo, Jr.  
and Members, Board of County Commissioners

**DATE:** June 6, 2017

**FROM:** Abigail Price-Williams  
County Attorney

**SUBJECT:** Agenda Item No. 8(N)(14)

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
- ☐ Statement of social equity required
- ☐ Ordinance creating a new board requires detailed County Mayor'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(N)(14)  
6-6-17

RESOLUTION NO. \_\_\_\_\_

RESOLUTION AUTHORIZING ACCESS OF CITY OF MIAMI CONTRACT, LIMOUSINES OF SOUTH FLORIDA / CONTRACT NO.18483, FOR THE PROVISION OF TRANSIT SERVICES IN MIAMI-DADE COUNTY AT THE RATE OF \$45.09 PER BUS REVENUE HOUR; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE DOCUMENTS NECESSARY TO ACCESS SAME AND EXERCISE ALL PROVISIONS OF THE CONTRACT INCLUDING OPTIONS, EXTENSIONS, AND RENEWALS PURSUANT TO SECTION 2-8.1 OF THE CODE OF MIAMI-DADE COUNTY, FLORIDA AND IMPLEMENTING ORDER 3-38

**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 access of City of Miami Contract, Limousines of South Florida / Contract No.18483, for the provision of transit services in Miami-Dade County at the rate of \$45.09 per bus revenue hour; and authorizing the County Mayor or County Mayor's designee to execute documents necessary to access same and exercise all provisions of the contract including options, extensions, and renewals pursuant to Section 2-8.1 of the Code of Miami-Dade County, Florida and Implementing Order 3-38. A copy of the contract is on file with and available upon request from the Internal Services Department, Procurement Management Services Division.



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:

Esteban L. Bovo, Jr., Chairman	
Audrey M. Edmonson, Vice Chairwoman	
Bruno A. Barreiro	Daniella Levine Cava
Jose "Pepe" Diaz	Sally A. Heyman
Barbara J. Jordan	Joe A. Martinez
Jean Monestime	Dennis C. Moss
Rebeca Sosa	Sen. Javier D. Souto
Xavier L. Suarez	

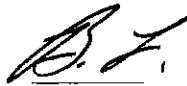
The Chairperson thereupon declared the resolution duly passed and adopted this 6<sup>th</sup> day of June, 2017. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this Resolution and the filing of this approval with the Clerk of the 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





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**INTERNAL SERVICES DEPARTMENT**

111 NW 1st Street • Suite 1300

Miami, Florida 33128 • 1974

T (305)375-5289 F (305)375-4407 (305)372-6128

March 30, 2017

Ray Gonzalez  
Transportation America  
2766 NW 62nd Street  
Miami, FL 33147

Re: Professional Services Agreement for Municipal Trolley Operations Services, Contract No. 256244.

Dear Mr. Gonzalez:

Contingent upon approval by the Board of County Commissioners, Miami-Dade County has elected to access the above referenced contract, as amended, for the purpose of purchasing mini bus transportation services for the Department of Transportation and Public Works. Prior to requesting approval, we need to confirm your firm's compliance with the County requirements listed in the attached pages.

Please review the attached documents, complete the Acknowledgement of Miami-Dade County Requirements and return the form to my attention. Please do not hesitate to contact me at [fil@miamidade.gov](mailto:fil@miamidade.gov) or at 305-375-4264, if you have any questions or need assistance with this matter.

Respectfully,

*Jesus Lee*  
Procurement Officer  
Internal Services Department  
Procurement Management Services Division  
111 NW 1 Street, Suite 1300  
Miami, FL 33128

MIAMI-DADE



The following is a summary of requirements applicable to the referenced contract:

1. **Independent Private Sector Inspector General (IG) Requirements**

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. 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 3-38; (m) federal, state and local government-funded grants; and (n) interlocal agreements. **Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter (1/4) of one percent in any exempted contract at the time of award.**

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 shall have the power 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.

2. **Governing Law**

All Matters relating to any purchase completed under this contract shall be governed by, and construed in accordance with, the laws of the State of Florida. Venue shall be Miami-Dade County.

3. **First Source Hiring Referral Program (FSHRP)**

Pursuant to Section 2-2113 of the Code of Miami-Dade County, for all contracts for goods and services, the successful Bidder, prior to hiring to fill each vacancy arising under a County contract shall (1) first notify the South Florida Workforce Investment Board ("SFWIB"), the designated Referral Agency, of the vacancy and list the vacancy with SFWIB according to the Code, and (2) make good faith efforts as determined by the County to fill a minimum of fifty percent (50%) of its employment needs under the County contract through the SFWIB. If no suitable candidates can be employed after a Referral Period of three to five days, the successful Bidder is free to fill its vacancies from other sources. Successful Bidders will be required to provide quarterly reports to the SFWIB indicating the name and number of employees hired in the previous quarter, or why referred candidates were rejected. Sanctions for non-compliance shall include, but not be limited to: (i) suspension of contract until Contractor performs obligations, if appropriate; (ii) default and/or termination; and (iii) payment of \$1,500/employee, or the value of the wages that would have been earned given the noncompliance, whichever is less. Registration procedures and additional information regarding the FSHRP are available at <https://iapps.southfloridaworkforce.com/firstsource/>.

4. **Payment Terms**

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. All firms, including Small Business Enterprises, providing goods and services to the County, shall receive payment to maintain sufficient cash flow. 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. Billings from prime Contractors under services and goods contracts with the County or Public Health Trust, that are Small Business Enterprise contract set-aside, bid preference or contain a subcontractor goal, shall be promptly reviewed and payment made by the County or Trust on those amounts not under dispute within fourteen (14) calendar days of receipt of such billing by the County or the Trust pursuant to Sections 2-8.1.1.1.1 and 2-8.1.1.1.2 of the Miami-Dade County Code. 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.

In accordance with Miami-Dade County Implementing Order 3-9, Accounts Receivable Adjustments, if money is owed by the Contractor to the County, whether under this Contract or for any other purpose, the County reserves the right to retain such amount from payment due by County to the Contractor under this Contract. Such retained amount shall be applied to the amount owed by the Contractor to the County. The Contractor shall have no further claim to such retained amounts (if properly retained) which shall be deemed full accord and satisfaction of the amount due by the County to the Contractor for the applicable payment due herein.

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

Miami-Dade County  
Department of Transportation and Public Works  
Attention: Alice N. Bravo, P.E.



701 NW 1<sup>st</sup> Court, Suite 1700  
Miami, FL 33136

The County may at any time designate a different address and/or contact person by giving written notice to the other party.

Our firm acknowledges and accepts the following Miami-Dade County requirements:

- Independent Private Sector Inspector General (IG), including the cost of mandatory random audit. All invoices submitted under this, and any subsequent option to renew period of this contract will be reduced by ¼ of 1% of the invoiced amount pursuant to the Miami-Dade County Code Section 2-1076.
- Governing Law
- First Source Hiring Referral Program (FSHRP)

**5. 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 Internal Services Department, Procurement Management Division, 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. General Liability Insurance on a comprehensive basis in an amount not less than \$300,000 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.
3. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Services, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.
4. Professional Liability Insurance in an amount not less than \$1,000,000 per claim.

The company must be rated no less than "A-" as to management, and no less than "Class VII" 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.

The mailing address of Miami-Dade County as the certificate holder must appear on the certificate of Insurance as follows:

Miami-Dade County  
111 N.W. 1st Street  
Suite 1300  
Miami, Florida 33128-1974

**6. Public Records and Contracts for Goods and Services Performed on behalf of a Public Agency**

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 shall comply with the state of FL Public Records Law, s. 119.0701, F.S., specifically to: (1) keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service; (2) provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law; (3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (4) meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency. If the Contractor does not comply with a public records request, the public agency shall enforce contract provisions in accordance with the contract.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (305) 375-5773, ISD-VSS@MIAMIDADE.GOV, 111 NW 1 STREET, SUITE 1300, MIAMI, FLORIDA 33128**

**7. Additional Terms and Conditions**

7.1. The Contractor shall pay their employees, covered under this contract, not less than the living wage rate in effect for the fiscal year in which the work is performed. The Living Wage rate is 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. In the event that the Living Wage applied to Miami-Dade County exceeds the wage stipulated in the contract, the County shall pay the difference.

The Living Wage rate and Notice can be obtained from the Department of Small Business Development at 305-375-3111 or on the web at [www.miamidade.gov/sbad/living\\_wage\\_poster.asp](http://www.miamidade.gov/sbad/living_wage_poster.asp).

7.2. In the event the Contractor is asked to provide Minibuses, the Contractor agrees to provide suitable Minibuses in good mechanical condition and safe operating condition, in conformity with all applicable local, state, and federal safety regulations. Minibuses shall have a seating capacity of no less than eight passengers. Vehicle size shall be determined in coordination with, and be placed in operation upon satisfaction of DTPW. Vehicle seating capacity could range from eight to 25 passengers.

Vehicles dedicated to DTPW routes must be used solely for the provision of DTPW services.

7.3. The County shall provide the Contractor all diesel necessary. Diesel fuel shall be provided from one of the County's



transit facilities.

7.4. The County retains the right to amend route alignments, stop locations, or hours of in-service operations from time to time at the Discretion of the Director of Department of Transportation and Public Works.

7.5. The County may charge a fare for the services provided at its discretion and, in such instances, the Contractor shall be responsible for collecting the fare and adhering to a fare collection system prescribed by the County. The County shall provide a fare collection system. The Contractor shall be responsible for fare collection equipment training. The Contractor shall be responsible for safely transferring fare box collections to personnel authorized by the County at a schedule determined by the County. Security of the fare collection system is the responsibility of the Contractor until they are delivered to the County. All costs related to fare collection training, fare collection, and transfer of fare box shall be assumed by the Contractor.

7.6. The County retains the option to expand the services provided at a later date. Contractor agrees to provide services and personnel to such service expansion according to the terms outlined in this Agreement.

7.7. The County may provide GPS tracking and communications devices for each vehicle for full compatibility with the County's existing system. The Contractor shall provide remote and on-site access to such devices at all times.

7.8. The Contractor shall provide buses which meet or exceed the manufacturers' safety and mechanical standards. Each bus must comply with all safety, mechanical and vehicular requirements mandated by applicable County, State or Federal regulations, including but not limited to Florida Department of Transportation Rule 14-90.007 - Vehicle Equipment Standards and Procurement Criteria, Chapter 31, Article III of the Code of Miami Dade County, applicable Federal Motor Vehicle Safety Standards (FMVSS), and the Americans with Disabilities Act (ADA). All buses provided shall meet or exceed the requirements listed below:

- i. Have uniform paint/color schemes on all vehicles.
- ii. Have a rear-view mirror and side-view mirrors mounted on both sides of the vehicle.
- iii. Have a functioning interior light within the passenger compartment.
- iv. Have a functioning speedometer indicating speed in miles per hours and a functioning odometer correctly indicating distance in tenths of a mile.
- v. Have an operable Heating, Ventilation, and Air Conditioning (HVAC) system capable of maintaining the bus interior temperatures between 68 and 72° F. Note: If the air conditioning system becomes inoperable during the day, vehicle shall be replaced at the end of the round trip. The vehicle shall not be used for further service until the air conditioning system has been repaired.
- vi. Have exterior free of grime, rust, oil or other substances and free from cracks, breaks, dents and damaged paint that noticeably detract from the overall appearance of the vehicle.
- vii. Be clean in the interior and free from trash, torn floor coverings, damaged or broken seats, and protruding sharp edges at all times.
- viii. Have unobstructed vision on at least three (3) sides of the vehicle.
- ix. Free of leaks of any kind.
- x. Be equipped with a functioning horn.
- xi. Meet all ADA requirements such as but not limited to wheelchair accessible and vehicle kneeling system, two wheelchair positions with approved tie downs, a public address system (PA system), destination sign with front side and rear displays.

7.9. Buses may be leased or owned by the Contractor. Full size buses shall be new or used but in good condition. Used vehicles are subject to acceptability determination by the County. Any used vehicles providing services to Miami-Dade County must not exceed twelve (12) model years of age during the life of the contract.

7.10. Maintenance of the minibuses shall be provided by the Contractor at no additional cost to the County. In the event that the County provides the vehicles, the Contractor shall provide preventive maintenance and repairs up to \$500. Specific mechanical or electrical or grouping of problems in excess of \$500 will be sent to the County for repairs, or upon written payment authorization from the County, the Contractor shall perform the repairs.



7.11. The Contractor shall set aside space in the interior and on exterior of the bus to display approved County postings when the buses are being used to provide services for the County. Prior to the commencement of service, the Contractor shall provide and install permanent route indicators and destination signs in the manner prescribed by the County. All destination sign must comply with ADA requirements. All signs need to be preapproved by MDT prior to installation.

**8. Scope of Work**

8.1. This contract is for purchase of bus transportation services for Miami-Dade's Department of Transportation and Public Works (DTPW). The contractor shall provide service for the following existing Miami-Dade's bus routes: 82, 202, 211, 212, 246, and 344. The County retains the option to contract out more routes at a later date as additional adjustments to service are identified by DTPW.

8.2. The Contractor agrees to initiate the proposed service within 60 days of Notice to Proceed.

8.3. The type of service to be rendered is characterized by vehicle trips that follow a specified geographic route, a time schedule, having daily start and end time, and operating on specified days of the week (see exhibit A for routes' alignments and schedules). Designated fixed route schedules may be revised or eliminated at the discretion of the County.

8.4. The Contractor shall furnish all items required to provide the services including labor, route vehicles (minibuses), spare vehicles (minibuses), uniforms, and equipment (except GPS, communications and fare collection systems, to be installed by DTPW).

8.5. Contractor shall comply with minimum DTPW standards including but not limited to:

- Technical vehicle specifications
- Driver requirement, training and supervisor
- Communication System
- Complaint Handling and Notification of Delays

Ray Gonzalez  
Print Name

CEO + Pres  
Title

[Signature]  
Signature

3/30/17  
Date

Attachment: Vendor Affidavits, Routes Information