

Memorandum



Date: October 5, 2021

To: Honorable Chairman Jose “Pepe” Diaz
and Members, Board of County Commissioners

Agenda Item No. 8(N)(16)

From: Daniella Levine Cava
Mayor

Subject: Resolution Waiving Competitive Bidding and Ratifying a Confirmation Purchase for the Provision of Overnight On-Demand Transportation Services at the Hourly Rate of \$57.10 for a Total Contract Amount not to Exceed \$687,983.63 with Limousines of South Florida, Inc.

Recommendation

It is recommended that the Board of County Commissioners (Board) waive competitive bidding, and ratify a confirmation purchase for the provision of overnight on-demand transportation services at the hourly rate of \$57.10 for a total contract amount not to exceed \$687,983.63 with Limousines of South Florida, Inc. (LSF) for a retroactive term from August 1, 2021, through December 31, 2021, ending at midnight.

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 termination, but excluding extensions or renewals, pursuant to section 2-1.1 of the Code of Miami-Dade County, Florida and pursuant to Implementing Order 3-38.

Scope

As explained in further detail below, LSF has and will continue providing overnight on-demand service from August 1, 2021, through December 31, 2021 at the hourly rate of \$57.10 and under the same conditions of the prior agreements with this contractor. The County has the option to terminate this agreement prior to December 31, 2021 by providing LSF with a 10-day notice.

With approval of this item, the contractor will continue to provide service to users of the overnight bus routes until the November 2021 County Bus Line-up becomes effective and the Department of Transportation and Public Works (DTPW) can resume operation of the overnight bus service with County equipment and personnel.

Overnight bus routes: 3, 11, 27, 38, 77, 112, 119, 246 and 500.

Fiscal Impact/Funding Source

The total estimated costs associated with the services described above is \$687,983.63 for service from August 1, 2021, through December 31, 2021 budgeted in the Department of Transportation and Public Works (DTPW) Operating Fund. Not authorizing this bid waiver may result in loss of service for patrons without smartphones and patrons with mobility devices in need of transit services between the hours of 12:00 AM and 5:00 AM. Currently, DTPW does not have sufficient staff to re-establish the overnight transit routes listed above.

Track Record/Monitor

The Project Manager is Joel Perez, General Superintendent, Bus Operations, DTPW. DTPW Bus Operations staff monitor performance utilizing the vehicle locator system (GPS) and reports to verify daily departures from facilities and random trips throughout the routes.

DTPW Bus Operations Staff and the Contractor hold three conference calls during the week to review complaints from the previous day and to address any concerns that may potentially impact service.

Background

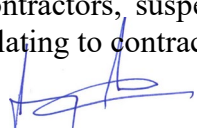
On March 12, 2020, the Miami-Dade County (County) established a Declaration of Emergency as result of the COVID-19 pandemic. DTPW was vigilantly working to combat the spread of the virus while continuing to provide transportation services for essential travel, despite a continued decline in ridership. On April 8, 2020, DTPW launched the “GO Nightly Program,” an on-demand overnight transportation service to replace the overnight (midnight thru 5:00am) bus service that was being suspended as of April 10, 2020 on nine (9) routes in order to re-allocate resources to properly address social distancing needs on high-demand routes. The County entered into agreements with both Transportation Network Entities (TNE) Uber and Lyft, and partnered with DTPW’s STS operator (paratransit service provider) Transportation America (TA), also known as Limousines of South Florida, Inc. to provide on-demand service on the suspended overnight bus routes ensuring that patrons who utilize the County’s transit system, particularly to get to-and-from work during overnight hours, were able to continue to rely on the County’s transit system to get where they needed to go safely. Limousines of South Florida, Inc. has provided on-demand overnight service for patrons without smartphones and patrons with mobility devices that are otherwise unable to utilize one of the other contractors through the GO Nightly program.

Since the commencement of the GO Nightly program, LSF’s on-demand overnight service monthly trips have ranged between 3,000 and 4,900, except during summer months (June-August) where trips ranged between 1,500 and 2,000.

Although COVID-19 restrictions were eased and the State of Emergency was rescinded by the State of Florida, DTPW did not have sufficient staff to resume operation of all transit routes as part of the June 27, 2021 Bus Line-up. Therefore, a bid waiver with LSF for overnight on-demand services in the amount of \$195,930.00 from June 27, 2021 through July 31, 2021 was approved; however, there continues to be a need for this service.

Due Diligence

Pursuant to Resolution No. R-187-12, due diligence prior to contract award 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.



Jimmy Morales
Chief Operations Officer



MEMORANDUM
(Revised)

TO: Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners

DATE: October 5, 2021

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(N)(16)

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 present , 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____) 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)(16)
10-5-21

RESOLUTION NO. _____

RESOLUTION WAIVING COMPETITIVE BIDDING PROCEDURES PURSUANT TO SECTION 5.03(D) OF THE HOME RULE CHARTER AND SECTION 2-8.1 OF THE COUNTY CODE BY A TWO-THIRDS (2/3) VOTE OF THE BOARD MEMBERS PRESENT, AND RATIFYING A CONFIRMATION PURCHASE FOR THE PROVISION OF OVERNIGHT ON-DEMAND TRANSPORTATION SERVICES AT THE HOURLY RATE OF \$57.10 FOR A TOTAL CONTRACT AMOUNT NOT TO EXCEED \$687,983.63 WITH LIMOUSINES OF SOUTH FLORIDA, INC.; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE AGREEMENT FOR SUCH SERVICES AND TO EFFECTUATE THE SAME AND EXERCISE ALL PROVISIONS CONTAINED THEREIN

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

WHEREAS, the Board finds it in the best interest of the County to waive competitive bidding requirements of Section 2-8.1(b)(1) of the Code of Miami-Dade County, Florida, and section 5.03(D) of the County Charter by a two-thirds vote of the Board members present,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board:

Section 1. Finds it in the best interest of the County to waive competitive bidding requirements of section 2-8.1(b)(1) of the Code of Miami-Dade County, Florida, and section 5.03(D) of the County Charter by a two-thirds vote of the Board members present and ratifies a confirmation purchase for the provision of overnight on-demand transportation services at the

hourly rate of \$57.10 for a total contract amount not to exceed \$687,983.63 with Limousines of South Florida, Inc.

Section 2. Authorizes the County Mayor or County Mayor’s designee to execute the agreement in substantially the form attached and to effectuate the same and exercise all provisions contained therein.

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:

Jose “Pepe” Diaz, Chairman	
Oliver G. Gilbert, III, Vice-Chairman	
Sen. René García	Keon Hardemon
Sally A. Heyman	Danielle Cohen Higgins
Eileen Higgins	Joe A. Martinez
Kionne L. McGhee	Jean Monestime
Raquel A. Regalado	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared this resolution duly passed and adopted this 5th day of October, 2021. 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.



Annery Pulgar Alfonso

AGREEMENT TO PROVIDE ON-DEMAND NIGHTLY SERVICES

THIS AGREEMENT (the “Contract” or “Agreement”) is made and entered into this 1st day of August, 2021 (the “Effective Date”), by and between Miami-Dade County, FLORIDA, a political subdivision of the State of Florida, through the Miami-Dade Department of Transportation and Public Works, a Department of the County (“DTPW”) (Miami-Dade County is hereinafter referred to as “County” or “DTPW”), and Limousines of South Florida (LSF). (“Contractor”), with a location at 3737 NW 43rd Street, Miami, FL 33142. County and Contractor are sometimes individually referred to herein as a “Party” and collectively as the “Parties.”

TERMS AND CONDITIONS

1. **TERM AND TERMINATION.** This Agreement shall commence on the Effective Date and shall automatically terminate on December 31, 2021. The County may terminate this Agreement at any time and for any reason by giving ten (10) days’ prior written notice to Contractor.
2. **SCOPE OF WORK, REQUIREMENTS, AND SPECIFICATIONS.** Contractor shall provide fifteen (15) wheelchair accessible vehicles that meet all ADA requirements and all portions of **Appendix A**, which is incorporated fully herein by reference and made part hereof for all purposes.

At any time during the Term of this Agreement, and at DTPW’s sole discretion, DTPW may decrease or increase number of vehicles or hours of operations provided by the Contractor.

- 2.1. **Fixed Bus Route Nightly Services.** Contractor shall comply with schedules provided by DTPW.

The service schedule times are as follows:

Time for Provision of Services. Contractor shall perform the Services specified herein from Monday through Sunday, Midnight (12:00 a.m.) to 5:00 a.m., including holidays.

- 2.2. The Contractor shall answer call center calls between the hours of Midnight and 5:00 a.m. and schedule pick ups from DTPW Bus Stops along nine Fixed Nightly routes.
- 2.3. The Contractor will provide service on the corridors where overnight service was provided by DTPW. Service will be provided from bus stop to bus stop.

- 2.4. **Labor, Materials, and Equipment.** Contractor shall furnish all labor, staff, chauffeurs, vehicles, equipment, transportation and all other work and incidentals required to provide the services under this Agreement. The Contractor is responsible for storing and securing all vehicles utilized in the provision of services under this Agreement. Contractor is responsible for conducting all vehicle inspections and repairs in accordance to manufacture specifications and all County, state and federal regulations.
- 2.5. **Safety & Safety Supplies.** Contractor shall be responsible for providing Contractor's agents, staff, employees, and independent contractors who will perform Services on behalf of Contractor under this Agreement (hereinafter "Contractor's Staff") with all personal protective equipment such as, hats gloves, masks, face shields, safety vest etc. that Contractor deems necessary for the safety of Contractor's Staff.
3. **FEES AND PAYMENT.** County shall pay the Contractor a fixed amount of **\$57.10** per revenue hour in accordance with the provided schedules. Should the actual hours vary (increase) from the hours specified in the schedules for any reason including traffic, the county's compensation will be limited to the hours in the provided schedules. The contractor should invoice weekly and to be paid within 30 days following the invoice date. This price provided herein shall remain fixed for the term of this Agreement.
4. **INDEMNIFICATION AND INSURANCE.** 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. 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. 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.

The Contractor shall furnish to the Department of Transportation and Public Works with a location at 701 NW 1st Court, Miami, FL 33136, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements under Contract 9791-1/24 Fixed Bus Routes between the Contractor and the County.

The company must be rated no less than "A-" as to management, and no less than "Class VII" as to financial strength, by Best's Insurance Guide, published 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.

**NOTE: CERTIFICATE HOLDER MUST READ: MIAMI-DADE COUNTY
111 NW 1st STREET
SUITE 2340
MIAMI, FL 33128**

- A. Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440.
- B. Commercial 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.**
- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.

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 "A-" as to management, and no less than "Class VII" as to financial strength, by Best's Insurance Guide, published 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.

**NOTE: CERTIFICATE HOLDER MUST READ: MIAMI-DADE COUNTY
111 NW 1st STREET
SUITE 2340
MIAMI, FL 33128**

5. **NOTICES.** All notices, demands, requests, consents, approvals and other instruments required or permitted to be given pursuant to this Agreement shall be in writing, signed by the notifying Party, or officer, agent or attorney of the notifying Party, and shall be deemed to have been effective upon delivery if served personally, including but not limited to delivery by messenger, overnight courier service or by overnight express mail, or on the third (3rd) business day after posting if sent by registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

To County:

**Miami-Dade County
Department of Transportation and Public Works
701 N.W. 1st Court, Suite 1500
Miami, Florida 33136-3922
Attn: Director**

To Contractor:

Limousines of South Florida (LSF)

6. MISCELLANEOUS PROVISIONS.

- 6.1. **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 Contract 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 Contract. The terms of this Article shall not impose any liability on the County by the Contractor or any third party.

- 6.2. **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. According to Section 2-1076 of the Code, 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 of one percent (0.25%) 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 of one percent (0.25%) 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 Board; (j) professional service agreements under \$1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Implementing Order No. 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 of one percent (0.25%) in any exempted contract at the time of award.

- 6.3. Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all County contracts. 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.

- 6.4. **Independent Contractor.** County and Contractor are and shall remain independent contractors. Neither Party is the representative or agent of the other and neither Party shall have any power to assume any obligations on behalf of the other. Contractor's Staff shall not be deemed to be agents or employees of the County.

- 6.5. **Assignment.** Contractor may not assign this Agreement without the express written consent of the County.
- 6.6. **Severability.** If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- 6.7. **Venue and Choice of Law.** This Agreement shall be subject to and governed by the laws of the State of Florida, without regard to its conflict of laws principles. The Parties agree that any action or proceeding arising out of or related in any way to this Agreement shall be brought solely in a court of competent jurisdiction in Miami-Dade County, Florida, and each Party hereto submits to the jurisdiction of such courts and waives any objection to the venue and jurisdiction of such courts.
- 6.8. **Entire Agreement.** This Agreement contains the entire agreement between the Parties hereto and shall not be modified or amended in any manner except by an instrument in writing agreed to and executed by the Parties hereto. All prior understandings and agreements heretofore had between the Parties with respect to this Agreement are merged into this Agreement, which alone fully and completely expresses the understandings of the Parties.
- 6.9. **Counterparts.** This Agreement may be executed simultaneously or in counterparts, each of which together shall constitute one and the same agreement. For purposes of this Agreement, a facsimile or PDF copy shall be deemed to be an original.

6.10 **LIVING WAGE** – See Attachment A - Living Wages Supplemental General Conditions.

Contractor is advised that the provisions of Section 2-8.9 of the Code of Miami-Dade County, Florida (Code) as amended, will apply to this Contract. By executing this contract, Contractor is hereby agreeing to comply with the provisions of Section 2-8.9 of the Code, and to acknowledge awareness of the penalties for non-compliance. A copy of this Code section may be obtained online at www.miamidade.gov.

6.11 **COUNTY USER ACCESS PROGRAM (UAP)**

Pursuant to Section 2-8.10 of the Code of Miami-Dade County, this Contract is subject to a user access fee under the County User Access Program (UAP) in the amount of two percent (2%). All sales resulting from this Contract, or any contract resulting from the solicitation referenced on the first page of this Contract, and the utilization of the County Contract price and the terms and conditions identified herein, are subject to the two percent (2%) UAP. This fee applies to all Contract usage whether by County Departments or by any other governmental, quasigovernmental or not-for-profit entity.

The Consultant providing goods or services under this Contract shall invoice the Contract price and shall accept as payment thereof the Contract price less the 2% UAP as full and complete payment for the goods and/or services specified on the invoice. The County shall retain the 2% UAP for use by the County to help defray the cost of the procurement program. Consultant participation in this invoice reduction portion of the UAP is mandatory.

6.12 **E-VERIFY**

Obligation for State-funded Contracts:

In accordance with Executive Order 11-116, Miami-Dade County requires all vendors doing business with the County who are awarded state-funded contracts to verify employee eligibility using the E-verify system. It is the responsibility of the awarded vendor to ensure compliance with E-verify requirements (as applicable). To enroll in E-Verify, employers should visit the E-Verify website

(<http://www.uscis.gov/e-verify>) and follow the instructions. The employer must, as usual, retain the I-9 Forms for inspection. Refer to Section 1, General Terms and Conditions, Article 1.2.B which includes vendor registration requirement as a condition of award.

6.13 **VEHICLE STANDARDS**

1. Vehicles may be leased or owned by the Contractor.
 - 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 fifteen (15) 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 fully charged, certified and non-expired fire extinguishers per applicable code.
- xvii. 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.

- xviii. 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.
- xix. Comply with accessibility requirements of DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49CFR Part 37, and Joint Transportation Vehicles," 36CFR Part 1192 and 49 CFR Part 38.

- 2. Vehicle Inspections- Each vehicle to be used in service shall comply with all the requirements contained in Chapters 30 and 31 of the Miami-Dade County Code, any applicable state and federal laws and all requirements from DTPW, Passenger Transportation Regulatory Division. All vehicles utilized to provide transportation services must, at all times, display a valid County inspection, and operation permit approved by the DTPW, Passenger Transportation Regulatory Division. Proof of compliance with this section must be supplied to the County upon request. All vehicles shall be made available for inspection by the County. Any bus found not in conformity with the above standard specified requirements must be removed from service until it passes subsequent inspections. Any bus removed from service shall not return until the County verifies and approves any and all corrections of deficiencies. The County further reserves the right to order the immediate removal from service of any vehicle not in compliance with any vehicle standards referenced herein.
- 3. Daily Pre-operational Inspections – Daily and pre-operational inspections shall be conducted by the Contractor in accordance with all FDOT regulations including but not limited to 14-90. All defects and deficiencies likely to affect safe operations or cause mechanical malfunctions shall be documented in daily inspection report and the corrective actions taken as a result of the deficiencies. The Contractor shall store and provide the reports to the County upon request. The re-operational inspection shall include, but not be limited to, the following as a minimum to include all items under rule 14-90:
 - i. Service brakes
 - ii. Parking brakes

- iii. Tires and wheels
- iv. Steering
- v. Horn
- vi. Lighting devices
- vii. Windshield wipers
- viii. Rear vision mirrors
- ix. Passenger doors
- x. Exhaust system
- xi. Equipment for transporting wheelchairs
- xii. Safety, security, and emergency equipment
- xiii. HVAC (air conditioning)

6.14 Display of County Symbol on Vehicles

The Contractor shall set aside space on the exterior of the vehicle to display approved County postings when the vehicles are being used to provide services for the County. Graphics and other specifications will be provided by the County.

A. Advertising on Vehicles

- 1) The Contractor may place advertisements in the interior and exterior of the vehicle with no restrictions or prior approval.
 - a) Advertising Content: All advertising materials, advertisement content and manner of presentation shall be subject to approval by DTPW prior to installation, which may disapprove any such items at its sole discretion. DTPW is authorized to deny the placement of any advertisement, which in its opinion is detrimental to the aims, purposes, goals, or reputation of Miami-Dade County and/or DTPW.

The Contractor shall adhere to generally accepted principles of advertising in relation to good taste and truth in advertising. Whenever a question arises as to the propriety of any advertisement, the Contractor is required to submit the advertisement to DTPW for review and approval prior to installation.

Tobacco advertising and/or political or political campaign advertising shall not be allowed. Advertising of alcoholic beverages shall be permitted with the following restrictions:

1. To avoid overexposure, this category shall be limited to no more than 25 percent (25%) of the bus.
2. DTPW must pre-approve all ads for alcoholic beverages.
3. All advertising of alcoholic beverages must include the disclaimer below as mandated by the Alcohol Beverage Labeling Act (ABLA) of 1988. Government warning disclaimer must be equal to at least 10% of the size of the ad:

GOVERNMENT WARNING: (1) According to the Surgeon General, women should not drink alcoholic beverages during pregnancy because of the risk of birth defects. (2) Consumption of alcoholic beverages impairs your ability to drive a car or operate machinery and may cause health problems.

- 2) Advertising Removal: The Contractor shall remove from the bus, at its sole cost and expense, within three (3) calendar days upon receipt of written demand, any advertising material that is disapproved, damaged, or becomes unsightly. Any advertising material previously approved, which may subsequently be considered objectionable by DTPW shall likewise be removed. If DTPW requires the removal of previously approved advertisements, Contractor shall be entitled to reasonable production costs incurred. Contractor shall provide written documentation verifying production costs and production expenditures.

In the event that such disapproved material is not removed within three (3) calendar days upon receipt of written notice, DTPW may cause said material to be removed, and the Contractor shall pay all related costs and expenses. The County shall not be liable for any damages in connection therewith. Refusal by the Contractor to remove said material shall be considered a default of this contract, which shall be considered as waived by the corrective action on the part of the County and reimbursement of all costs and expenses by the Contractor.

- 3) Advertising Revenues: The Contractor shall pay the County 50% of Gross Revenue for all moneys paid or payable to the Contractor for the placement of advertisements on vehicles

utilized under this contract. The Contractor shall pay the County on a monthly basis, on or before the 1st calendar day of each month. The monthly revenue payment shall be payable to the County via electronic payment (ACH/Wire) and a report/documentation shall be provided to the DTPW Project Manager including corroborating details of:

- a. All applicable contracts in effect between the Contractor and its advertiser(s).
- b. Gross Billings for the month
- c. Gross Revenues earned for the month

NOTE: Once awarded, ACH/Wire instructions will be provided by the County to the Contractor.

Failure to submit all monthly payments due to the County by the due date, as required to be paid under the provisions of this contract, shall result in a monthly accrued interest rate of 18% against all delinquent payment(s) from the original due date until the County receives payment (inclusive of accrued interest).

6.15 **Driver Requirements, Training and Supervisors**

6.15.1 The Contractor shall ensure that its drivers adhere to all applicable standards contained in FDOT rule chapter 14-90 and the following provisions:

- A. Personal Appearance - Cleanliness and neatness are required at all times. Driver's uniform is required and shall consist of a collared shirt of solid color with a logo identifying the Contractor's name, and a solid color pant. Uniforms must be clean and in good condition at all times.
- B. Personal Habits - The following acts are not permissible by drivers when providing services for the County:
 - i. Use of intoxicating liquors, narcotics or controlled substances of any kind while on duty or reporting for duty in uniform (excluding doctors' prescriptions which do not adversely affect the driver's ability to perform his or her duties).

- ii. Gambling in any form while on duty or providing services under this Contract.
- iii. Smoking and all other uses of tobacco including but not limited to electronic cigarettes while on duty except in places or at times designated for that purpose.
- iv. Carrying of pistols, firearms or concealed weapons while on duty.
- v. Resorting to physical violence to settle a dispute with a fellow employee or the general public while on duty. In self-defense an employee may use no more force than is reasonably necessary to defend him or herself.
- vi. Spitting or any other unsanitary practices are prohibited while on duty or providing services under this Contract.
- vii. Use of loud, indecent or profane language and/or making threatening or obscene gestures toward passengers or other employees.

C. Driver's Responsibility - Drivers must perform safe, smooth and efficient operation of vehicles and avoid discomfort or inconvenience to the passengers. The driver of the vehicle shall be responsible for but not limited to:

- i. Adherence to route, schedules and time points
- ii. Knowledge and observance of traffic laws and safety regulations
- iii. Safety of boarding and alighting passengers
- iv. Proper display of all required signs and identifications
- v. Adjustment of lighting, heating, ventilation and cooling for the comfort of passengers
- vi. Distribution of transit informational publications on vehicles as directed by DTPW
- vii. Performance of such other duties as may from time to time be prescribed by the County

D. Driver History - Prior to placing a driver in service, the Contractor shall conduct a thorough driver's license check for a minimum of seven (7) years in the past to ensure that all drivers providing services under the resultant contract have no history within the last seven (7) years of Driving Under the Influence (DUI), Driving While Driving While Intoxicated (DWI), reckless driving convictions, leaving the scene of an accident, or any other serious offenses.

The Awarded Bidder shall ensure that all drivers providing services under this Contract shall have no more than:

1. No more than three (3) points in the past three (3) years.
2. No more than two (2) moving violations in the past three (3) years.
3. No more than one (1) at-fault accident in the past three (3) years.
4. No reckless driving within the past seven (7) years.
5. No reckless driving causing injury.
6. No driving under the influence within the last seven (7) years.
7. Two (2) DUI convictions in a lifetime is an automatic disqualification.
8. No driving under the influence causing injury.
9. No suspensions within the past three (3) years (exception PIP/financial).
10. No manslaughter resulting from the operation of a motor vehicle.
11. No hit-run or hit-run property damage.
12. No combination of any violations that indicate a pattern of irresponsibility or poor judgement.

Driver license check information is available at the following internet address: <http://www.flhsmv.gov/ddl/abstract.html>

Prior to placing a driver 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 criminal history which might impair the service to customers, including convictions for crimes involving assault, battery and moral turpitude in any state to ensure that all drivers providing services under the resultant contract will have no history of such offenses within the last seven (7) years. The NCIS check will be processed by the County at a cost to the Contractor of \$45 per person (current rate, subject to change). The Contractor shall pay the County by check made to the Board of County Commissioners. In accordance with administrative Order No. 4-86, all checks shall be drawn only on United States banks in United States' currency with the drawer's name and addresses imprinted on the check. The County will notify the Contractor of the approval or denial of the driver applicant.

The Contractor shall review the driver history biannually (twice a year) for all drivers and perform NCIC background checks annually. If the Contractor becomes aware of any driver not in compliance with the requirements stated herein, the Contractor shall immediately remove the driver from service.

- E. Driver Registration - Drivers shall have and maintain a current, valid State Commercial Driver's License (CDL) at the County's discretion based on vehicle type. CDL Driver licenses must have passenger endorsement and any other endorsements required by State.

Drivers shall notify the Contractor immediately of any citation, arrest, or suspension or revocation of driver's license in accordance with all FDOT 1490 regulation and operating procedures. The Contractor shall notify the County of any driver who has his/her Driver's License suspended or revoked by close of business the next business day after such notification by the driver. The Contractor shall also immediately notify the County of all driver resignations or terminations. The County retains the right to monitor all drivers' licenses for eligibility and to immediately remove any driver from services for non-compliance.

- F. Driver Training Program - The Contractor shall certify that the drivers and other personnel providing transportation under this Contract have completed initial and yearly refresher training. This written training program must be submitted to the County and is subject to review and approval by the County. All instructors are to be certified by the National Safety Council, Smith System or equivalent as approved by the County. Records of the drivers' attendance must be kept on file by the Contractor and made available to the County for review upon request. The training program should consist of, but not be limited to, the following:

- i. Defensive and safe driver training according to National Safety Council, Smith System or equivalent
- ii. Passenger courtesy and comfort
- iii. Policy clarification as it relates to drivers requesting and or receive gratuity (tips)
- iv. Technical training in the proper use of vehicle equipment, where applicable
- v. ADA policies and guidelines

- vi. Sexual Harassment policy training in accordance with County guidelines
- vii. All applicable standards contained in FDOT Rule Chapter 14-90

G. Driver Physical - Drivers shall have physical examinations as required by Florida Department of Transportation Rule 14-90. The Contractor shall keep copies of the physical examinations.

H. Drug-free Workplace and Testing- The Contractor shall comply with all applicable requirements of the United States Department of Transportation (USDOT), regulations (49 CFR Part 40, 49 CFR Part 655) for drug and alcohol testing for all persons holding safety-sensitive positions, as defined by USDOT related to transit operation.

6.15.2 Supervisors

The Contractor shall provide supervisors on an as needed basis at the direction of the County. Supervisors shall monitor on-time performance, adherence to route schedules, safety, and other issues to assure excellent delivery of service.

6.16 Communication System

The Contractor's Communication System shall consist of the specifications and requirement below.

A. Telephone System - The Contractor shall provide a dedicated telephone line and staff to ensure communication between fixed route customers and the Contractor's facility for the purposes of scheduling on-demand trips between the hours of Midnight and 5:00 a.m., Monday through Sunday seven (7) days a week including all holidays.

6.17 Office Facility and Resources

The Contractor shall provide an office staffed by competent representative(s) authorized to discuss matters pertaining to these services, who can provide vehicle information, and are cognizant of the

routes being serviced. The Contractor's office shall be equipped with modern office equipment, especially a dedicated phone, and e-mail address. All resources must be available during hours of operations as specified in Section 2.2 and seven (7) days a week (including holidays) to provide immediate support and response.

6.18 Complaints Handling and Notification of Delays

The Contractor shall refer complainants to DTPW's Information and Customer Service number (305) 891-3131, TDD (305) 499-8971. The Contractor will be informed of all complaints received by the County and shall acknowledge receipt of the complaint by phone, facsimile or electronic mail within twenty-four (24) hours of receipt. Contractor shall investigate and provide resolution in written form to the County within three (3) working days after receipt of the complaint unless the County requests an immediate response due to the urgency of the complaint. In the event a resolution to a complaint is unattainable within the three days, the Contractor shall provide an explanation detailing why the complaint has not been resolved, and the number of days the Contractor requires to resolve the complaint.

6.19 Service Interruptions

The Contractor shall notify Bus Traffic Control (BTC) via phone 7 days a week, during operational hours and the project manager via email 7 days a week, 24 hours a day of any irregularity which will include, but not be limited to:

- A. Accidents, passengers being transported to medical facility, fatality, incidents within fifteen (15) minutes of the occurrence,

6.20 Audit and Inspections

The Contractor shall maintain all project records as requested by the County. All project records prepared by the Contractor shall be owned by the County and shall be made available to the County at no additional charge. Such records include but are not limited to training, ridership, on time performance, mean distance between failures (mdbf), financials, statistics, passenger miles, and all requests hereunder. The

Contractor is required to send staff to National Transportation Database (NTD) trainings and provide proof of attendance. Data required for NTD reporting will be provided to the county on a monthly basis or as deemed necessary by DTPW. All other requests, records, or reports shall be provided upon DTPW's request.

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 Contract for a period of three (3) years from the expiration date of this Contract and any extension thereof.

The County, or its duly authorized representatives or governmental agencies, shall until the expiration of three (3) years after the expiration of this Contract 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 Contract.

The County may perform Quality Assurance (QA) Audits of the Contractor, or any Subcontractor, activities at any time during the term of this Contract. These QA Audits will help to ensure that the services and products delivered to Miami-Dade County conform to the requirements this agreement. The QA Auditing activities of the County shall in any way lessen, negate, or replace the quality assurance responsibilities of the Contractor.

The Contractor will be audited on an annual basis by DTPW's Office of Safety and Security for compliance with all FDOT Rule 14-90 requirements to ensure that Contractor service has a current System Safety Program Plan, Security Program Plan and a certification on file with DTPW. The Contractor must be in compliance with FDOT Rule 14-90 and DTPW Safety Standards, including DTPW's Bus System Safety Program Plan.

[Signatures appear on following page.]

[The remainder of this page is intentionally left blank]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

MIAMI-DADE COUNTY, a political subdivision of the State of Florida

By: _____
(signature)
For: County Mayor

Date Executed: _____

Approved by the County Attorney's
Office as to form and legal sufficiency

Annery P. Alfonso

CONTRACTOR:

Limousines of South Florida, a Florida corporation

By: _____

Name: RAY GONZALEZ

Title: Pres / CEO

Date executed: 8/9/21

STATE OF FLORIDA)
) SS:
COUNTY OF _____)

BEFORE ME, the undersigned authority, personally appeared RAY GONZALEZ as Pres / CEO of **LIMOSINES OF SOUTH FLORIDA**, a Florida corporation, who acknowledged before me that s/he executed the foregoing instrument on behalf of the corporation.

WITNESS my hand and official seal this 9 day of August, 2021.

(Signature)

NOTARY PUBLIC

My Commission Expires:



APPENDIX A

SCOPE OF WORK, REQUIREMENTS AND SPECIFICATIONS

The purpose of this **ON-DEMAND NIGHTLY SERVICES CONTRACT** (the "Contract") is to establish a contract for Miami-Dade County (County) on behalf of the Department of Transportation and Public Works (DTPW) for Nightly Fixed Bus Routes Transportation Services for DTPW Bus Operations from Midnight through 5:00 a.m. Monday through Sunday. This Contract will provide patrons transportation services throughout Miami-Dade County, to wheelchair accessible vehicles. The County retains the option to reduce or increase required amount of vehicles or hours of operations as additional service needs are identified by DTPW. The Contractor must meet all ADA requirements and all portions of the contract with the exceptions of the sections labeled at the county discretion.

The Contractor will be responsible for providing chauffeurs (drivers) and air conditioned, wheelchair accessible vehicles in conformity with 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, Articles III and V of the Code of Miami Dade County, applicable Federal Motor Vehicle Safety Standards (FMVSS), and the Americans with Disabilities Act (ADA).

The Contractor is required to provide and refill as needed hand sanitizer on board the vehicles utilized on this contract for passengers to use in revenue service. The Contractor is required to clean vehicles daily before departure. The Contractor is required to use materials that meet the Environmental Protection Agency (EPA) List guidelines for COVID-19.

This type of service is characterized by on-demand services, and services having start and end time, and operating seven (7) days a week including all holidays. Designated number of vehicles and hours of operations may be revised or eliminated at the discretion of the County. The Contractor shall furnish all items required to provide the services including labor, material, vehicles (vehicles), uniforms, and equipment including but not limited to radio (Communication System Approved by the DTPW) and GPS as per the requirements of the County.

The Go Nightly program details are as follows:

Uber and Lyft:

- Rides will be available between the hours of midnight and 5 a.m., nightly

- Riders can request a ride via the Lyft or Uber app or by calling a dedicated number
- Rides can only originate along select late night service routes
- Rides are to/from destinations within ¼ mile buffer from the select route alignment
- Riders are limited to two trips per night per user
- Ride will closely follow the same path as the late-night route and cannot be used for trips longer than the specific route

Go Nightly Program with LSF:

- If a rider does not have a smartphone, he/she can call 786-469-5555 to request a ride
- Rides can only originate along select late night service routes
- Riders requiring wheelchair accessible vehicles should contact 305-871-1111
- Service will be provided on the corridors where overnight service was provided by DTPW. Service will be provided from bus stop to bus stop.

**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, lease, or other Service Contract agreement by Miami-Dade County Aviation Department. By submitting a bid or executing a contract pursuant to these specifications, a bidder/service contractor 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; Sanctions; Withholding
4. Payrolls, Records and Reporting
5. Subcontracts
6. Complaints and Hearings; Contract Termination and Debarment

1. DEFINITIONS

- A. Administrative hearing officer means a person designated by the County Manager to hold administrative hearings on complaints of practices prohibited by this Administrative Order.
- 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 Code, implementing Administrative Order. No. 3-20 and these Supplemental General Conditions.
- D. Compliance officer means the Director of the Department of Small Business Development (SBD) 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 Code 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 County 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 the Code , 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.
- J. Covered services are any 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 at Miami-Dade County Aviation facilities: Any service that is provided by a Service Contractor at 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 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 benefits in effect for the fiscal year I which the work is performed.

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, reviewing certifications submitted by covered employers to the County to include, reviewing complaints filed by employees and making recommendations to

the Applicable Department, County Mayor and the County Commission regarding same.

- 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.
- O. 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 one (1) or more of the County's general fund, capital projects funds, special revenue funds, or any other funds either directly or indirectly, 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;
 - (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 at Miami International Airport pursuant to a permit, lease agreement or otherwise.

2. MINIMUM WAGES, HEALTH BENEFIT PLANS AND POSTING OF INFORMATION

- A. 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/sba/living_wage_poster.asp.

All covered employees providing covered services shall be paid not less than the living wage rate in effect for the fiscal year in which the work is performed. 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 compliance officer 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, then the service contractor may comply with the Living Wage requirements by paying the covered employee 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 complying with the living wage 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.

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:

1. 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, if the Covered Employer has taken the necessary steps to effectuate coverage for such employee.
 2. 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. 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. .
- 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 (except as such payroll deductions as are directed or permitted by law or by a collective bargaining agreement). 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 a copy of the Living Wage rate notice issued by the County in a visible place on the site where such contract work is being performed and shall be supplied to the employee within a reasonable time after a request to do so. Covered employers are also required to print the following statements on the front of the covered employee's first 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.
- F. Covered employers must refrain from terminating, reducing the compensation, or otherwise discriminating against an employee performing work on the contract even though a complaint of practices has been made by the employee or other investigative or enforcement action is being taken regarding such service contractor.

3. LIABILITY FOR UNPAID WAGES; SANCTIONS; WITHHOLDING

- A. Liability for Unpaid Wages: Covered employers found to be in violation of the Living Wage requirements shall be required to pay wage restitution to the affected employee(s) within thirty (30) days of the finding of non-compliance. Request for appeals of violations must be filed in writing with the compliance officer within thirty (30) days of receipt of the violation.
- B. Sanctions: In addition to payment of wage restitution to affected employee(s), the Compliance Officer may also sanction the service contractor for violations in at least one (1) of the following additional ways:
 - 1. Penalties payable to the County in an amount equal to 10% of the amount of the underpayment of wages and/or benefits for the first instance of underpayment; 20% for the second instance; and for the third and successive instances 30% of the amount of underpayment. A fourth violation shall constitute a default of the contract where the underpayment occurred 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 to defray costs of administering the Living Wage provisions.
 - 2. The sum of up to five hundred dollars (\$500.00) for each week for each covered employee found to have not been paid in accordance with this Chapter;
 - 3. Suspend payment or terminate payment under the contract or terminate the contract with the service contractor;
 - 4. If a service contractor fails to cure a Notice of Violation or pay any sanctions that are assessed by the County, such service contractor and all officers,

principals, directors, shareholders owning or controlling ten (10) percent or more of the stock, partners, qualifiers, divisions or other organizational elements of the non-complying service contractor may be declared by the County to be ineligible for bidding on or otherwise participating in Living Wage contracts and permits until all required payments have been paid in full and regardless of whether such payment has been made may also be declared ineligible for bidding or otherwise participating in Living Wage contracts for a period of up to three (3) years. In addition all covered employers shall be ineligible for Living Wage contracts and permits under this section where any officers, principals, directors, shareholders owning or controlling ten (10) percent or more of the stock, partners, qualifiers, divisions or other organizational elements of the covered employer were officers, principals, directors, shareholders owning or controlling ten (10) percent or more of the stock, partners, qualifiers, divisions or other organizational elements of a covered employer who has been declared ineligible under this Chapter;

5. In addition to any other sanctions provided for herein, for violations other than underpayment of wages and/or benefits, damages payable to the County in the amount of five hundred dollars (\$500.00) per week for each week in which the violation remains outstanding.
6. A service contractor who fails to timely and adequately respond in the manner and within the timeframe set forth in a written request from the County to a notice of noncompliance, or fails to attend a Compliance Meeting, or who does not timely request an administrative hearing from an adverse compliance determination made by the County 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 noncompliance and, in the case of underpayment of the Living Wage required, an amount sufficient to pay any underpayment shall be withheld from contract proceeds to include any deposits, and/or bonds and remitted to the employee and the Service Contractor may be fined the applicable penalty for such underpayment as defined herein.
7. All such sanctions recommended or imposed shall be a matter of public record.
8. All unpaid sanctions imposed pursuant to the authority of this Chapter shall bear interest at the same rate as the State of Florida statutory rate for judgments provided by Florida Statutes §55.03.
9. A service contractor found to have retaliated or discriminated against a covered employee shall be ordered to pay restitution and reinstate the discharged employee with back pay to the date of the violation and may be imposed a sanction as specified in this section.

C. Withholding

The County may withhold from the covered employer accrued payments as may be considered necessary to pay employees of the covered employer or any subcontractor for the performance of the contract work, the difference between the hourly living wage rate plus, if applicable, health benefits required to be paid

by the covered employer to the employees on the contract and the amounts received by such employee and an amount equal to the employers contribution for applicable payroll taxes. Where violations have been found and upheld, the covered employer or their agents shall not be entitled to refunds of the amounts withheld in the event the covered employer has failed to properly reimburse employees, and these funds may be remitted to the employees by the County with amounts for federal withholding and other taxes remitted to the appropriate agencies as required by federal law.

4. PAYROLL; RECORDS; REPORTING

- A.** Covered employers are required to keep, produce upon request, and allow access to, for a period of three (3) years from the expiration, suspension or termination date of the contract subject to this Administrative Order, accurate written records signed under oath as true and correct showing:
 - a. the name, address, social security number, job title, and classification of each covered employee performing covered services on a contract;
 - b. the number of hours worked each day by each covered employee;
 - c. For each covered employee, the gross wages earned and deductions made; annual wages paid; a copy of the social security returns and evidence of payment thereof; a record of health benefit payments, including contributions to approved plans; and,
 - d. any other data or information the Living Wage Commission or the County should require.
- B.** The covered employer shall submit to the applicable department, every six (6) months, a complete payroll showing the employer's payroll records for each covered employee working on the contract for covered services for one payroll period.
- C.** 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 sanctions as outlined in Section III. 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. The prime service contractor will be responsible for compliance by all subcontractors. In the event of non-payment or underpayment of the required wages, the prime service contractor shall be liable to the underpaid employees of the subcontractor for the amount of each underpayment.

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. Upon completion of the administrative hearing, the Administrative Hearing Officer shall submit written findings and recommendations together with a transcript and exhibits of the administrative hearing, to the County Manager or his/her designee within thirty (30) days of the receipt of the transcript.
- G. If the County Manager or his/her designee determines a covered employer failed to comply with the provisions of the Code the non-complying covered employer and the principal owners and/or qualifying agent thereof may, in addition to any sanctions imposed pursuant to the Code and included in Section III of the Supplemental General Conditions, be prohibited from bidding on or otherwise participating in County contracts for a specified period of time pursuant to Section 10-38 of the Code of Miami-Dade County.

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.