

# Memorandum



**Date:** June 14, 2022

Agenda Item No. 8(N)(1)

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

**From:** Daniella Levine Cava *Daniella Levine Cava*  
Mayor

**Subject:** Resolution Waiving Competitive Bidding and Ratifying a Confirmation Purchase for the Provision of Transportation Services with Limousines of South Florida, Inc.

## **Executive Summary**

The purpose of this item is for the Board of County Commissioners (Board) to approve waiving competitive bidding and ratifying a confirmation purchase with Limousines of South Florida, Inc. (LSF) in an amount of up to \$9,131,772 for the continued provision of transportation and disinfecting services for a retroactive term of February 28, 2022 through February 27, 2023 for the Department of Transportation and Public Works (DTPW).

## **Recommendation**

It is recommended that the Board approve the attached resolution (1) 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 vote of the Board members present and (2) ratifying a confirmation purchase with LSF for the provision of transportation and disinfecting services for a total contract amount not to exceed \$9,131,772 for a retroactive term commencing February 28, 2022 through February 27, 2023.

This item is placed for Board review pursuant to County Code Section 29-124(f)(ii). Since this is a transit-related procurement, with a value of more than \$1 million, even though no Charter County Transportation Surtax Funds will be used to pay the costs, the Board may only consider the item if the Citizens’ Independent Transportation Trust (CITT) has forwarded a recommendation to the Board. If CITT has not forwarded a recommendation and 45 days have not elapsed since the issuance of this recommendation, a withdrawal of the item will be requested.

## **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, pursuant to Section 2-1.1 of the County Code and Implementing Order No. 3-38.

## **Scope**

The impact of this item is countywide in nature as the contract promotes connectivity to the entire transit system.

## **Fiscal Impact/Funding Source**

The total estimated cost associated with the transportation and disinfectant services shall not exceed \$9,131,772 for the one-year term and is covered under DTPW’s Operating Fund. The

cost breakdown is as follows: transportation services at the hourly rate of \$55.98 and disinfecting services at a fixed amount of \$9.00 per vehicle. Fuel does not factor into the cost as it is paid for, directly, by DTPW.

### **Track Record/Monitor**

The Project Manager is Joel Perez, DTPW General Superintendent, Bus Operations.

### **Background**

On June 6, 2017, the Board approved Resolution No. R-611-17, authorizing accessing this City of Miami contract with LSF for the provision of public transit services for Miami-Dade County. The Board expressly required that any future option to renew be brought before it for approval. Subsequently, the Board approved five options to renew with the last one terminating on February 27, 2022. Accordingly, this confirmation purchase affords DTPW an additional year for continuity of service while facilitating the transition to a new contract with a new vendor.

With approval of this item, LSF continues to service fixed bus routes 1, 29, 46, 56, 71, 72, 82, 101(A), 115, 202, 210, 211, 212, 217, 246, 248, 254, 267, 272, 286, 344 and the Biscayne Gardens Circulator (Route 155). The following Lifeline Routes will also continue to be serviced: Green Hills, Kings Creek, Sierra Lakes, Robert Sharp, Ahepa, and Federation Gardens.


Except for three material changes, effective February 28, 2022, the same contract terms and conditions apply to the one-year extension.

- (1) The underlined language was added to Section XVII, Termination: *The Contractor is determined by the City to be in breach of any of the material terms and conditions of the agreement or any other agreement the Contractor has with a Florida public agency. Prior to issuing any Notice of Termination, the City (County) shall issue a written Notice to Cure and provide 30 days to remedy the alleged violation.*
- (2) This language was deleted from Section XVII, Termination: *The City Manager has determined that such termination will be in the best interest of the City to terminate the Agreement for its own convenience.*
- (3) This language was added to Section 7, Additional Terms and Conditions: *Contractor shall provide Bus Disinfecting and Sanitizing Services for all buses assigned to Contract No. 18483 (RFP No. 256244) (Contracted Routes) daily at a fixed amount of \$9.00 per vehicle cleaned and disinfected, and on up to seven (7) days per week at their facilities.*

DTPW discontinued COVID-19 disinfecting and sanitizing services, effective March 13, 2022, due to the continued significant decline in reported COVID cases in Miami-Dade County. Such disinfecting and sanitizing services are estimated to cost \$13,500 monthly. Discontinuing the services results in an estimated annual savings of \$162,000. The contract permits the services to be reinstated as needed.

Honorable Chairman Jose “Pepe” Diaz  
and Members, Board of County Commissioners  
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Under the contract, vehicle capacity may range from eight to 25 passengers. However, LSF has surpassed this by providing larger vehicles to accommodate passenger demand at no additional cost to the County. Per the contract, all vehicles are compliant with the Americans with Disabilities Act. Moreover, prior to being placed in service, all newly added vehicles are inspected by DTPW’s bus operations staff for compliance with all contract requirements.



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Jimmy Morales  
Chief Operations Officer



**MEMORANDUM**  
(Revised)

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

**DATE:** June 14, 2022

**FROM:**   
Gen Bonzon-Keenan  
County Attorney

**SUBJECT:** Agenda Item No. 8(N)(1)

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)(1)  
6-14-22

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 VOTE OF THE BOARD MEMBERS PRESENT AND RATIFYING A CONFIRMATION PURCHASE FOR THE PROVISION OF TRANSPORTATION SERVICES FROM FEBRUARY 28, 2022 TO FEBRUARY 27, 2023 AT THE HOURLY RATE OF \$55.98 AND DISINFECTING SERVICES AT A FIXED AMOUNT OF \$9.00 PER VEHICLE FOR A TOTAL CONTRACT AMOUNT NOT TO EXCEED \$9,131,772.00 WITH LIMOUSINES OF SOUTH FLORIDA, INC.; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE AGREEMENT 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 transportation services from February 28, 2022 to February 27, 2023 at the hourly rate of \$55.98 and disinfecting services at a fixed amount of \$9.00 per vehicle for a total contract amount not to exceed \$9,131,772.00 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. A copy of the original contract is on file with and available upon request from the Department of Transportation and Public Works.

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 14<sup>th</sup> day of June, 2022. 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  
Bruce Libhaber



February 11, 2022  
Mr. Ray Gonzalez  
Limousines of South Florida, Inc., DBA Transportation America  
2766 NW 62nd Street  
Miami, FL 33147

Re: One-Year Extension of the 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 extend the above referenced contract, as amended herein, for the provision of transit services at a rate of \$55.98 per revenue hour for a one-year period from February 28, 2022 through February 27, 2023. You are to proceed with the work described in the attached Letter of Agreement (LOA) between Miami-Dade County (County) and Limousines of South Florida, Inc. (LSF), DBA Transportation America accessing the Professional Services Agreement for Municipal Trolley Operations Services, Contract No. 18483 (RFP No. 256244) including prior amendments listed below and as further amended herein, for the provision of transportation services on Miami-Dade County Bus Routes: 1, 29, 46, 56, 71, 72, 82, 101A, 115, 155, 202, 210, 211, 212, 217, 246, 248, 254, 267, 272, 286, 344, and six (6) Life Lines.

Prior amendments to Contract No. 18483 (RFP No. 256244):

1. Letter dated October 30, 2017, "RE: Fueling pursuant to Professional Services Agreement for Municipal Trolley Operations Services, Contract No. 256244."
2. Amendment No. 1 including sections 7.12 and 7.13
3. Letter of Understanding dated November 23, 2020, "Re: Professional Services Agreement for Municipal Trolley Operations Services, Contract No. 256244, Section 7.3 Diesel Fuel."
4. Amendment No. 2 including section 7.14

It is mutually understood and agreed by and between the undersigned contracting parties to amend the previously executed contract effective February 28, 2022 as follows:

A. Amendments to Section XVII. Termination, of the Professional Services Agreement for Municipal Trolley Operations Services:

a) Amend language in Subsection 17.1 to include (bold and underlined):

The Contractor is determined by the City to be in breach of any of the **material** terms and conditions of the agreement or any other agreement the Contractor has with a Florida public agency. **Prior to issuing any Notice of Termination, the City (County) shall issue a written Notice to Cure and provide 30 days to remedy the alleged violation.**

- b) Subsection 17.2, of Section XVII. Termination, which provides as follows is hereby deleted in its entirety:

“The City Manager has determined that such termination will be in the best interest of the City to terminate the Agreement for its own convenience.”

- B. Add the following to Section 7. Additional Terms and Conditions:

7.15 Bus Disinfecting and Sanitizing. Contractor shall provide Bus Disinfecting and Sanitizing Services for all buses assigned to Contract No. 18483 (RFP No. 256244) (Contracted Routes) daily at a fixed amount of \$9.00 per vehicle cleaned and disinfected, and on up to seven (7) days per week, at their facilities as follows:

- a. Contractor is required to disinfect and sanitize the bus after the morning service when the vehicle returns to the garage and at night before morning departure. If Contractor’s bus does not return to the garage after morning peak Contractor is required to sanitize the bus after every other run at the end of the line. Contractor is required to use materials that meet the Environmental Protection Agency (EPA) List N guidelines for COVID-19.
- b. The Contractor will disinfect interior at commonly touched surfaces of the bus. This will include but may not be limited to driver’s compartment area, bus seats, poles, door handles, handrails, fare collection (if not covered) equipment, doors, windows, window sills, passenger pull chord and grab rails which shall be sprayed and/or wiped down or disinfected by any other approved method.
- c. **Time for Provision of Services.** Contractor shall perform the Services specified herein from Monday through Sunday, including holidays prior to buses being dispatched into service.
- d. **Labor, Materials, and Equipment.** Contractor shall furnish all labor, materials, equipment, transportation and all other work and incidentals required to provide Services under this Agreement. The Contractor shall also be responsible for storing and securing all the pre-approved cleaning supplies and equipment (disinfecting wipes, garbage bags, disinfecting sprays, etc.) that Contractor utilizes in the provision of Services under this Agreement.
- e. **Safety & Safety Supplies.** Contractor shall be responsible for providing Contractor’s Staff with all personal protective equipment such as, hats gloves, masks, face shields etc. that Contractor deems necessary for the safety of Contractor’s Staff.
- f. DTPW may decrease or increase the quantity on the frequency or number of buses to be cleaned and disinfected at any time during the term of this Agreement.



Except as otherwise modified herein, all terms, covenants and conditions for the original Agreement shall remain in full force and effect.

**Limousines of South Florida, Inc.:**

By: \_\_\_\_\_  
Name: Ray Gonzalez  
Title: Pres + CEO  
Date: 2/14/22

**Miami-Dade County:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Approved as to form and legal sufficiency:**

\_\_\_\_\_  
Assistant County Attorney



Memorandum



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

From: Javier A. Betancourt, Executive Director

Date: May 27, 2022

Re: **CITT AGENDA ITEM 7A:**  
RESOLUTION BY THE CITIZENS’ INDEPENDENT TRANSPORTATION TRUST (CITT) RECOMMENDING THE BOARD OF COUNTY COMMISSIONERS WAIVE 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 VOTE OF THE BOARD MEMBERS PRESENT AND RATIFYING A CONFIRMATION PURCHASE FOR THE PROVISION OF TRANSPORTATION SERVICES FROM FEBRUARY 28, 2022 TO FEBRUARY 27, 2023 AT THE HOURLY RATE OF \$55.98 AND DISINFECTING SERVICES AT A FIXED AMOUNT OF \$9.00 PER VEHICLE FOR A TOTAL CONTRACT AMOUNT NOT TO EXCEED \$9,131,772.00 WITH LIMOUSINES OF SOUTH FLORIDA, INC.; AND AUTHORIZE THE COUNTY MAYOR OR COUNTY MAYOR’S DESIGNEE TO EXECUTE THE AGREEMENT AND TO EFFECTUATE THE SAME AND EXERCISE ALL PROVISIONS CONTAINED THEREIN (**DTPW – BCC LEGISLATIVE FILE NO. 220639**) **NOSURTAX FUNDS REQUESTED**

On May 26, 2022, the CITT voted (7-1) to forward a favorable recommendation to the Board of County Commissioners (BCC) for the approval of the above referenced item, CITT Resolution No. 22-008. The vote was as follows:

Oscar J. Braynon, Chairperson – Aye  
Alfred J. Holzman, 1<sup>st</sup> Vice-Chairperson – Aye  
Robert Wolfarth, 2<sup>nd</sup> Vice-Chairperson – Absent

Hon. Peggy Bell – Aye  
Meg Daly – Absent  
Paul J. Schwiep, Esq. – Aye  
Mary Street, Esq. – Nay

Joseph Curbelo – Absent  
Qjuezari Harvey – Aye  
L. Elijah Stiers, Esq. – Aye  
Ernest Thomas – Aye

c: Jimmy Morales, Chief Operations Officer  
Bruce Libhaber, Assistant County Attorney