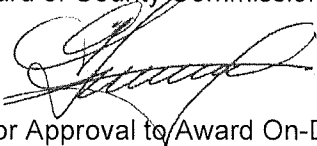


Date: July 16, 2020
To: Honorable Chairwoman Audrey M. Edmonson
and Members, Board of County Commissioners
From: Carlos A. Gimenez 
Mayor
Subject: Recommendation for Approval to Award On-Demand Transit Services

Agenda Item No. 8(F)(2)

Resolution No. R-726-20

Recommendation

It is recommended that the Board of County Commissioners (Board) approve a competitive contract award, *Contract No. RFP-01083, On-Demand Transit Services* for the Department of Transportation and Public Works (DTPW). There is no existing or previous County contract for these services.

This item is placed for Board review pursuant to Miami-Dade County Code Section 29-124(f)(ii). Because 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 cover the costs, the Board may only consider this item if the Citizens' Independent Transportation Trust (CITT) has forwarded a recommendation to the Board prior to the date scheduled for Board consideration or 45 days have elapsed since the issuance of this recommendation. If CITT has not forwarded a recommendation and 45 days have not elapsed since the issuance of this recommendation, a withdrawal of this item will be requested.

Background

This contract will provide for the development, deployment, marketing and customer service of a dynamically routed, on-demand, mobile app-based transit service to provide nearby door-to-door rides to and from the Metrorail, the South Dade Transitway and other Transit facilities. This service will provide real-time operations technology and the "right-sizing" of vehicles based on real-time trip demand, meaning that the route to a destination may change based on real-time demand without affecting customer's travel time (in-vehicle time) and wait time (pick-up time). The technology will enable a fully automated scheduling, dispatching, trip booking and real-time ride matching and routing system. The intent of this contract is to support and prioritize transit, promote the use of shared-use mobility services for chain-linked trips that include public transportation, alleviate traffic congestion, reduce greenhouse gas emissions and improve transit access and customer experience.

On-demand transit services will be provided in four transit-related regional areas: Dadeland, Civic Center, Palmetto Bay and Cutler Bay. At the County's discretion, locations may be added or deleted throughout the contract term. This contract will provide trips under three miles to and from transit facilities ensuring faster customer trips and shorter wait times, except for trips within Palmetto Bay and Cutler Bay where the trip length may be over three miles. Customers will be able to use a smartphone or mobile device app to book and for trips to and from the identified areas. A call center will also be provided by the vendor for users that do not have access to a smartphone or a mobile device. Payment options will include credit cards, debit cards and integration into the EASY Card.

The services provided under this contract will be part of the Miami-Dade County Transit system, with fare payment and EASY Card system integration for passenger fare collection. The County will work with the Contractor to provide free rides for the first three months as an introductory service, whereby DTPW will pay for the revenue hours, and customers will be able to use the service at no cost. Thereafter, customers will be charged in accordance with the Miami-Dade Transit Passenger Fare Structure. Service in the Palmetto Bay and Cutler Bay Municipal areas will be free of charge to customers for the life of this contract. However, the cities of Palmetto Bay and Cutler Bay will reimburse the County 100 percent of the actual net operating annual cost of the service.

On March 22, 2019, a Request for Proposals was advertised and seven responses were received, including five proposals and two "No Bids." Following the technical evaluation of the five proposals, price

proposals were reviewed for the two proposers remaining in consideration: River North Transit, LLC (a wholly owned subsidiary of Via Transportation, Inc.) and RideCo, Inc. The Competitive Selection Committee completed the evaluation of the proposals following the guidelines published in the solicitation and recommended that the County enter into negotiations with the highest ranked proposer, River North Transit, LLC. River North Transit, LLC demonstrated its ability to meet all aspects of the project requirements and to provide On-Demand Transit Services that best supports the needs of the County.

Scope

The scope of this item is countywide in nature.

Fiscal Impact/Funding Source

The fiscal impact for the three-year term is \$4,663,500. Should the County choose to exercise, at its sole discretion, the one, three-year option to renew term, the estimated cumulative value will be \$9,284,250.

Department	Allocation	Funding Source	Contract Manager
Transportation and Public Works	\$4,663,500	FDOT/Federal Funds	Jarice Rodriguez
Total:	\$4,663,500		

Track Record/Monitor

Vanessa Stroman of the Internal Services Department is the Procurement Contracting Manager.

Delegated Authority

If this item is approved, the County Mayor or County Mayor’s designee will have the authority to exercise all provisions of the contract, including any cancellation or extension provisions, pursuant to Section 2-8.1 of the County Code and Implementing Order 3-38. The one, three-year option to renew term will be presented to the Board for approval as a separate agenda item.

Vendor Recommended for Award

A Request for Proposals was issued under full and open competition, whereby 12,314 vendors were notified, of which 190 viewed the solicitation, 44 downloaded the solicitation documents and seven responded to the solicitation, including two “No Bids.”

Pursuant to Resolution No. R-477-18, the highest-ranked proposer is recommended in accordance with the method of award per the solicitation and is non-local.

Vendor	Principal Address	Local Address*	Number of Employee Residents	Principal
			1) Miami-Dade 2) Percentage*	
River North Transit, LLC (a wholly owned subsidiary of Via Transportation, Inc.)	160 Varick Street Floor 4 New York, New York	None	0	Daniel Ramot
			0%	

*Provided pursuant to Resolution No. R-1011-15. Percentage of employee residents is the percentage of vendor’s employees who reside in Miami-Dade County as compared to the vendor’s total workforce.

Vendors Not Recommended for Award

Vendor	Local Address	Reason for Not Recommending
Beefree, LLC dba Freebee	Yes	Evaluation Scores/Ranking
Dashboard Story, Inc. dba Duet	No	
Downtowner Holdings, LLC	No	
RideCo, Inc.	No	
American Safety Utility Corp.	No	No Bid*
W.W. Grainger, Inc.	Yes	

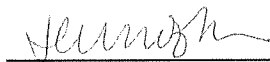
*A "No Bid" means the vendor responded indicating that it will not be providing an offer.

Due Diligence

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

Applicable Ordinances and Contract Measures

- The two percent User Access Program provision does not apply.
- The Small Business Enterprise Selection Factor and Local Preference do not apply.
- The Living Wage applies.
- Aspirational Disadvantaged Business Enterprise goal of 10.65%.



 Jennifer Moon
 Deputy Mayor



MEMORANDUM
(Revised)

TO: Honorable Chairwoman Audrey M. Edmonson
and Members, Board of County Commissioners

DATE: September 1, 2020

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Agenda Item No.

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(F)(2)
7-21-20

RESOLUTION NO. _____ R-726-20

RESOLUTION APPROVING AWARD OF CONTRACT NO. RFP-01083 TO RIVER NORTH TRANSIT, LLC. FOR PURCHASE OF ON-DEMAND TRANSIT SERVICES FOR THE DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS WITH AN ESTIMATED FISCAL IMPACT TO THE COUNTY IN AN AMOUNT OF UP TO \$4,663,500.00 FOR THE INITIAL THREE-YEAR TERM; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE SAME FOR AND ON BEHALF OF MIAMI-DADE COUNTY AND TO EXERCISE ALL PROVISIONS OF THE CONTRACT, INCLUDING ANY CANCELLATION OR EXTENSION PROVISIONS, PURSUANT TO SECTION 2-8.1 OF THE CODE OF MIAMI-DADE COUNTY, FLORIDA AND IMPLEMENTING ORDER 3-38

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

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

Section 1. This Board approves award of Contract No. RFP-01083 to River North Transit, LLC. for the purchase of on-demand transit services for the Department of Transportation and Public Works, in substantially the form attached and made a part hereof, for the three-year term, with an estimated fiscal impact to the County in an amount of up to \$4,663,500.00.

Section 2. This Board authorizes the County Mayor or County Mayor's designee to execute same for and on behalf of Miami-Dade County and to exercise all provisions of the contract, including any cancellation or extension provisions, pursuant to 2-8.1 of the Code of Miami-Dade County and Implementing Order 3-38.

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

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

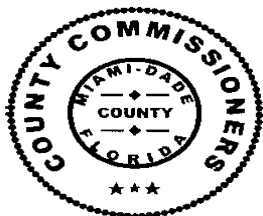
The Chairperson thereupon declared this resolution duly passed and adopted this 21st day of July, 2020. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override 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

Melissa Adames

By: _____
Deputy Clerk



Approved by County Attorney as to form and legal sufficiency.

Bruce Libhaber

On-Demand Transit Services

Contract No. RFP-01083

THIS AGREEMENT made and entered into as of this 3 day of June by and between River North Transit, LLC (a wholly-owned subsidiary of Via Transportation, Inc.), a corporation organized and existing under the laws of the State of New York, having its principal office at 160 Varick Street, 4th Floor, New York, NY 10013 (hereinafter referred to as the "Contractor"), and Miami-Dade County, a political subdivision of the State of Florida, having its principal office at 111 N.W. 1st Street, Miami, Florida 33128 (hereinafter referred to as the "County"),

WITNESSETH:

WHEREAS, the Contractor has offered to provide On-Demand Transit Services, on a non-exclusive basis, that shall conform to the Scope of Services (Appendix A); Miami-Dade County's Request for Proposals (RFP) No. 01083 and all associated addenda and attachments, incorporated herein by reference; and the requirements of this Agreement; and,

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

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

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

ARTICLE 1. DEFINITIONS

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

- a) The words "Contract" or "Agreement" to mean collectively these terms and conditions, the Scope of Services (Appendix A), all other appendices and attachments hereto, all amendments issued hereto, RFP No. 01083 and all associated addenda, and the Contractor's Proposal.
- b) The words "Contract Date" to mean the date on which this Agreement is effective.
- c) The words "Contract Manager" to mean Miami-Dade County's Director, Internal Services Department, or the duly authorized representative designated to manage the Contract.

- d) The word "Contractor" to mean River North Transit, LLC and its permitted successors.
- e) The word "Days" to mean Calendar Days.
- f) The word "Deliverables" to mean all documentation and any items of any nature submitted by the Contractor to the County's Project Manager for review and approval pursuant to the terms of this Agreement.
- g) The words "directed", "required", "permitted", "ordered", "designated", "selected", "prescribed" or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the County's Project Manager; and similarly the words "approved", "acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the County's Project Manager.
- h) The words "Extra Work" or "Additional Work" to mean additions or deletions or modifications to the amount, type or value of the Work and Services as required in this Contract, as directed and/or approved by the County.
- i) The words "Project Manager" to mean the County Mayor or the duly authorized representative designated to manage the Project.
- j) The words "Scope of Services" to mean the document appended hereto as Appendix A, which details the work to be performed by the Contractor.
- k) The word "subcontractor" or "subconsultant" to mean any person, entity, firm or corporation, other than the employees of the Contractor, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf and/or under the direction of the Contractor and whether or not in privity of Contract with the Contractor
- l) The words "Work", "Services" "Program", or "Project" to mean all matters and things required to be done by the Contractor in accordance with the provisions of this Contract.

ARTICLE 2. ORDER OF PRECEDENCE

If there is a conflict between or among the provisions of this Agreement, the order of precedence is as follows: 1) these terms and conditions, 2) the Scope of Services (Appendix A), 3) the Miami-Dade County's RFP No. 01083 and any associated addenda and attachments thereof, and 4) the Contractor's Proposal.

ARTICLE 3. RULES OF INTERPRETATION

- a) References to a specified Article, section or schedule shall be construed as reference to that specified Article, or section of, or schedule to this Agreement unless otherwise indicated.
- b) Reference to any agreement or other instrument shall be deemed to include such agreement or other instrument as such agreement or other instrument may, from time to time, be modified, amended, supplemented, or restated in accordance with its terms.
- c) The terms "hereof", "herein", "hereinafter", "hereby", "herewith", "hereto", and "hereunder" shall be deemed to refer to this Agreement.

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

ARTICLE 4. NATURE OF THE AGREEMENT

- a) This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered or amended only by a written amendment duly executed by both parties hereto or their authorized representatives.
- b) The Contractor shall provide the services set forth in the Scope of Services, and render full and prompt cooperation with the County in all aspects of the Services performed hereunder.
- c) The Contractor acknowledges that this Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work and Services under this Contract. All things not expressly mentioned in this Agreement but necessary to carrying out its intent are required by this Agreement, and the Contractor shall perform the same as though they were specifically mentioned, described and delineated.
- d) The Contractor shall furnish all labor, materials, tools, supplies, and other items required to perform the Work and Services that are necessary for the completion of this Contract. All Work and Services shall be accomplished at the direction of and to the satisfaction of the County's Project Manager.
- e) The Contractor acknowledges that the County shall be responsible for making all policy decisions regarding the Scope of Services. The Contractor agrees to provide input on policy issues in the form of recommendations. The Contractor agrees to implement any and all changes in providing Services hereunder as a result of a policy change implemented by the County. The Contractor agrees to act in an expeditious and fiscally sound manner in providing the County with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.

ARTICLE 5. CONTRACT TERM

The Contract shall become effective on the date indicated on the first page and shall continue through the last day of the 36th month. The County, at its sole discretion, reserves the right to exercise the option to renew this Contract for one (1) additional three-year period. The County reserves the right to exercise its option to extend this Contract for up to one hundred-eighty (180) calendar days beyond the current Contract period and will notify the Contractor in writing of the extension. This Contract may be extended beyond the initial one hundred-eighty (180) calendar day extension period by mutual agreement between the County and the Contractor, upon approval by the Board of County Commissioners.

ARTICLE 6. NOTICE REQUIREMENTS

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

(1) To the County

- a) to the Project Manager:

Miami-Dade County
Department of Transportation and Public Works
Attention: Jarice Rodriguez
701 N.W. 1st Court, Suite 1700
Miami, FL 33136
Phone: (786) 469-5270
E-mail: Jarice.Rodriguez@miamidade.gov

and,

- b) to the Contract Manager:

Miami-Dade County
Internal Services Department, Strategic Procurement Division
Attention: Chief Procurement Officer
111 N.W. 1st Street, Suite 1375
Miami, FL 33128-1974
Phone: (305) 375-4900
E-mail: namita.uppal@miamidade.gov

(2) To the Contractor

River North Transit, LLC
160 Varick Street, 4th Floor
New York, NY 10013
Attention: General Counsel
Phone: 847-219-8987
E-mail: legal@ridewithvia.com

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

ARTICLE 7. PAYMENT FOR SERVICES/AMOUNT OBLIGATED

The Contractor warrants that it has reviewed the County's requirements and has asked such questions and conducted such other inquiries as the Contractor deemed necessary in order to determine the price the Contractor will charge to provide the Work and Services to be performed under this Contract. The compensation for all Work and Services performed under this Contract, including all costs associated with such Work and Services, shall be in the total amount of **Four Million Six Hundred Sixty-Three Thousand Five Hundred Dollars (\$4,663,500)**. The County shall have no obligation to pay the Contractor any additional sum in excess of this amount, except for a change and/or modification to the Contract, which is approved and executed in writing by

the County and the Contractor.

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

With respect to any travel costs and travel-related expenses, the Contractor agrees to adhere to Section 112.061 of the Florida Statutes as they pertain to out-of-pocket expenses, including employee lodging, transportation, per diem, and all miscellaneous cost and fees. The County shall not be liable for any such expenses that have not been approved in advance, in writing, by the County.

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

ARTICLE 8. PRICING

Prices shall remain firm and fixed for the term of the Contract, including any option or extension periods; however, the Contractor may offer incentive discounts to the County at any time during the Contract term, including any renewal or extension thereof. Should changes in applicable federal, state or local law result in a significant change in Contractor's costs, Contractor or County can opt to renegotiate the ongoing invoicing fees.

ARTICLE 9. METHOD AND TIMES OF PAYMENT

The Contractor agrees that under the provisions of this Agreement, as reimbursement for those actual, reasonable and necessary costs incurred by the Contractor, which are directly attributable or properly allocable to the Services, the Contractor may bill the County periodically, but not more than once per month, upon invoices certified by the Contractor pursuant to **Attachment A – Price Schedule**. All invoices shall be taken from the books of account kept by the Contractor, shall be supported by copies of payroll distribution, receipt bills or other documents reasonably required by the County, shall show the County's contract number, and shall have a unique invoice number assigned by the Contractor. It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and that interest payments be made on late payments. All firms, including Small Business Enterprises, providing goods and services to the County, shall receive payment to maintain sufficient cash flow. In accordance with Section 218.74 of the Florida Statutes, and Section 2-8.1.4 of the Code of Miami-Dade County, the time at which payment shall be due from the County or the Public Health Trust shall be forty-five (45) days from receipt of a proper invoice. Billings from prime Contractors under services and goods contracts with the County or Public Health Trust, that are Small Business Enterprise contract set-aside, bid preference or contain a subcontractor goal, shall be promptly reviewed and payment made by the County or Trust on those amounts not under dispute within fourteen (14) calendar days of receipt of such billing by the County or the Trust pursuant to Sections 2-8.1.1.1.1 and 2-8.1.1.1.2 of the Code of Miami-Dade. All payments due from the County or the Public Health Trust, and not made within the time specified by this section shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Mayor, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or the Public Health Trust.

In accordance with Miami-Dade County Implementing Order 3-9, Accounts Receivable Adjustments, if money is owed by the Contractor to the County, whether under this Contract or for any other purpose, the County reserves the right to retain such amount from payment due by

County to the Contractor under this Contract. Such retained amount shall be applied to the amount owed by the Contractor to the County. The Contractor shall have no further claim to such retained amounts which shall be deemed full accord and satisfaction of the amount due by the County to the Contractor for the applicable payment due herein.

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

Miami-Dade County, Finance Department
C/O Miami Dade Department of Transportation and Public Works
111 NW 1st Street, 26th Floor
Miami, FL 33128
Attention: Shared Services

OR

the virtual portal for invoice submission at invsubp@miamidade.gov

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

ARTICLE 10. INDEMNIFICATION AND INSURANCE

The Contractor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the negligent performance of this Agreement by the Contractor or its employees, agents, servants, partners principals or subcontractors. The Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided. Contractor's duty to indemnify the County shall be capped at \$2 million per occurrence or incident. Nothing in this Article shall constitute a waiver of the County's rights as a sovereign governmental entity nor shall it in any way be construed as waiving or altering the statutory cap limitations contained in Florida Statutes Section 768.28.

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

1. Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440.
2. Commercial General Liability Insurance in an amount not less than \$1,000,000 per occurrence. Coverage must include Advertising Liability. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**

ON-DEMAND TRANSIT SERVICES

RFP No. 01083

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

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.

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

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

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

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

The Contractor shall assure that the Certificates of Insurance required in conjunction with this Section remain in full force for the term of the Contract, including any renewal or extension periods that may be exercised by the County. If the Certificate(s) of Insurance is scheduled to expire during the term of the Contract, the Contractor shall submit new or renewed Certificate(s) of Insurance to the County a minimum of ten (10) calendar days before such expiration. In the event that expired Certificates of Insurance are not replaced or renewed to cover the Contract period, the County may suspend the Contract until the new or renewed certificates are received by the County in the manner prescribed herein. If such suspension exceeds thirty (30) calendar days, the County may, at its sole discretion, terminate the Contract for cause and the Contractor shall be responsible for all direct and indirect costs associated with such termination.

ARTICLE 11. MANNER OF PERFORMANCE

- a) The Contractor shall provide the Services described herein in a competent and professional manner satisfactory to the County in accordance with the terms and conditions of this Agreement. The County shall be entitled to a satisfactory performance of all Services described herein and to full and prompt cooperation by the Contractor in all aspects of the Services. At the request of the County, the Contractor shall promptly remove from the project any Contractor's employee, subcontractor, or any other person performing Services hereunder. The Contractor agrees that such removal of any of its employees does not require the termination or demotion of any employee by the Contractor.
- b) The Contractor agrees to defend, hold harmless and indemnify the County and shall be liable and responsible for any and all claims, suits, actions, damages and costs (including attorney's fees and court costs) made against the County, occurring on account of, arising from or in connection with the removal and replacement of any Contractor's personnel performing services hereunder at the behest of the County due to alleged negligence or willful misconduct of such individuals. Removal and replacement of any Contractor's personnel as used in this Article shall not require the termination and or demotion of such Contractor's personnel.
- c) The Contractor agrees that at all times it will employ, maintain and assign to the performance of the Services a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. The Contractor agrees to adjust its personnel staffing levels or to replace any its personnel if so directed upon reasonable request from the County, should the County make a determination, in its sole discretion, that said personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a position.
- d) The Contractor warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses as necessary to perform the Services described herein, in a competent and professional manner.
- e) The Contractor shall at all times cooperate with the County and coordinate its respective work efforts to most effectively and efficiently maintain the progress in performing the Services.
- f) The Contractor shall comply with all provisions of all federal, state and local laws, statutes, ordinances, and regulations that are applicable to the performance of this Agreement.

ARTICLE 12. EMPLOYEES OF THE CONTRACTOR

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

ARTICLE 13. INDEPENDENT CONTRACTOR RELATIONSHIP

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

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

ARTICLE 14. AUTHORITY OF THE COUNTY'S PROJECT MANAGER

- a) The Contractor hereby acknowledges that the County's Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Contractor's Proposal; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.
- b) The Contractor shall be bound by all determinations or orders and shall promptly comply with every order of the Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Contractor agrees with the Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.
- c) The Contractor must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Contractor and the Project Manager are unable to resolve their difference, the Contractor may initiate a dispute in accordance with the procedures set forth in this Article. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.
- d) In the event of such dispute, the parties to this Agreement authorize the County Mayor or designee, who may not be the Project Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the County Mayor's purview as set forth above shall be conclusive, final and binding on parties. Any such dispute shall be brought, if at all, before the County Mayor within 10 days of the occurrence, event or act out of which the dispute arises.
- e) The County Mayor may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether Contractor's performance or any Deliverable meets the requirements of this Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the County

Mayor participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Contractor to the County Mayor for a decision, together with all evidence and other pertinent information in regard to such questions, in order that a fair and impartial decision may be made. Whenever the County Mayor is entitled to exercise discretion or judgement or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be fair and impartial when exercised or taken. The County Mayor, as appropriate, shall render a decision in writing and deliver a copy of the same to the Contractor. Except as such remedies may be limited or waived elsewhere in the Agreement, Contractor reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.

ARTICLE 15. MUTUAL OBLIGATIONS

- a) This Agreement, including attachments and appendices to the Agreement, shall constitute the entire Agreement between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by the duly authorized representatives of both parties.
- b) Nothing in this Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.
- c) In those situations where this Agreement imposes an indemnity obligation on the Contractor, the County may, at its expense, elect to participate in the defense if the County should so choose. Furthermore, the County may at its own expense defend or settle any such claims if the Contractor fails to diligently defend such claims, and thereafter seek indemnity for costs from the Contractor.

ARTICLE 16. QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING

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

ARTICLE 17. AUDITS

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

Pursuant to Section 2-481 of the Code of Miami-Dade County, the Contractor will grant access to the Commission Auditor to all financial and performance related records, property, and equipment purchased in whole or in part with government funds. The Contractor agrees to maintain an accounting system that provides accounting records that are supported with adequate documentation, and adequate procedures for determining the allowability and allocability of costs.

ARTICLE 18. SUBSTITUTION OF PERSONNEL

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

ARTICLE 19. CONSENT OF THE COUNTY REQUIRED FOR ASSIGNMENT

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

ARTICLE 20. SUBCONTRACTUAL RELATIONS

- a) If the Contractor will cause any part of this Agreement to be performed by a Subcontractor, the provisions of this Contract will apply to such Subcontractor and its officers, agents and employees in all respects as if it and they were employees of the Contractor; and the Contractor will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and negligence of the Subcontractor, its officers, agents, and employees, as if they were employees of the Contractor. The services performed by the Subcontractor will be subject to the provisions hereof as if performed directly by the Contractor.
- b) The Contractor, before making any subcontract for any portion of the services, will state in writing to the County the name of the proposed Subcontractor, the portion of the Services which the Subcontractor is to do, the place of business of such Subcontractor, and such other information as the County may require. The County will have the right to require the Contractor not to award any subcontract to a person, firm or corporation disapproved by the County. Notwithstanding the foregoing, Contractor will not be required to notify the County prior to engaging with individual independent contractor driver partners, but will instead provide the County with a list of all active driver partners on a monthly basis.
- c) Before entering into any subcontract hereunder, the Contractor will inform the Subcontractor fully and completely of all provisions and requirements of this Agreement relating either directly or indirectly to the Services to be performed. Such Services performed by such Subcontractor will strictly comply with the requirements of this Contract. Notwithstanding the foregoing, independent contractor driver partners will not be deemed Subcontractors for the purposes of this section.
- d) In order to qualify as a Subcontractor satisfactory to the County, in addition to the other requirements herein provided, the Subcontractor must be prepared to prove to the satisfaction of the County that it has the necessary facilities, skill and experience, and ample financial resources to perform the Services in a satisfactory manner. To be considered skilled and experienced, the Subcontractor must show to the satisfaction of the County that it has satisfactorily performed services of the same general type which is required to be performed under this Agreement.
- e) The County shall have the right to withdraw its consent to a subcontract if it appears to the County that the subcontract will delay, prevent, or otherwise impair the performance of the Contractor's obligations under this Agreement. All Subcontractors are required to protect the confidentiality of the County's and County's proprietary and confidential information. Contractor shall furnish to the County copies of all subcontracts between Contractor and Subcontractors and suppliers hereunder. Within each such subcontract,

there shall be a clause for the benefit of the County in the event the County finds the Contractor in breach of this Contract, permitting the County to request completion by the Subcontractor of its performance obligations under the subcontract. The clause shall include an option for the County to pay the Subcontractor directly for the performance by such Subcontractor. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the County to any subcontractor hereunder as more fully described herein.

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

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

ARTICLE 22. SEVERABILITY

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

ARTICLE 23. TERMINATION AND SUSPENSION OF WORK

- a) The County may terminate this Agreement if an individual or corporation or other entity attempts to meet its contractual obligation with the County through fraud, misrepresentation or material misstatement.
- b) The County may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or other entity has with the County and that such individual, corporation or other entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees.
- c) The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement may be debarred from County contracting for up to five (5) years in accordance with the County debarment procedures. The Contractor may be subject to debarment for failure to perform and all other reasons set forth in Section 10-38 of the Code of Miami-Dade County.
- d) In addition to cancellation or termination as otherwise provided in this Agreement, the County may at any time, in its sole discretion, without cause, terminate this Agreement by ninety (90) day's prior written notice to the Contractor.
- e) In the event that the County exercises its right to terminate this Agreement, the Contractor shall, upon receipt of such notice, unless otherwise directed by the County:

- i. stop work on the date specified in the notice ("the Effective Termination Date");
 - ii. take such action as may be necessary for the protection and preservation of the County's materials and property;
 - iii. cancel orders;
 - iv. assign to the County and deliver to any location designated by the County any non-cancelable orders for Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement and not incorporated in the Services;
 - v. take no action which will increase the amounts payable by the County under this Agreement; and
- f) In the event that the County exercises its right to terminate this Agreement, the Contractor will be compensated as stated in the payment Articles herein for the:
- i. portion of the Services completed in accordance with the Agreement up to the Effective Termination Date; and
 - ii. non-cancelable Expenses that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement, but not incorporated in the Services. Contractor shall provide, within thirty (30) calendar days of receipt of termination for convenience, documentation including, but not limited to, lease agreements, invoices, proof of payment, etc., to substantiate costs incurred.
- g) All compensation pursuant to this Article are subject to audit.

ARTICLE 24. EVENT OF DEFAULT

- a) An Event of Default shall mean a breach of this Agreement by the Contractor. Without limiting the generality of the foregoing, and in addition to those instances referred to herein as a breach, an Event of Default shall include the following:
- i. the Contractor has not delivered Deliverables on a timely basis;
 - ii. the Contractor has refused or failed to supply enough properly skilled staff personnel;
 - iii. the Contractor has failed to make prompt payment to subcontractors or suppliers for any Services;
 - iv. the Contractor has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;
 - v. the Contractor has failed to obtain the approval of the County where required by this Agreement;
 - vi. the Contractor has failed to provide "adequate assurances" as required under

subsection b below;

- vii. the Contractor has failed in the representation of any warranties stated herein.
- b) When, in the opinion of the County, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Services or any portion thereof, the County may request that the Contractor, within the timeframe set forth in the County's request, provide adequate assurances to the County, in writing, of the Contractor's ability to perform in accordance with the terms of this Agreement. Until the County receives such assurances, the County may request an adjustment to the compensation received by the Contractor for portions of the Services which the Contractor has not performed. In the event that the Contractor fails to provide to the County the requested assurances within the prescribed timeframe, the County may:
 - i. treat such failure as a repudiation of this Agreement; and
 - ii. resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Services or any part thereof either by itself or through others.
- c) In the event the County shall terminate this Agreement for default, the County or its designated representatives may immediately take possession of all applicable equipment, materials, products, documentation, reports and data.

ARTICLE 25. NOTICE OF DEFAULT - OPPORTUNITY TO CURE

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

ARTICLE 26. REMEDIES IN THE EVENT OF DEFAULT

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

- a) lost revenues;
- b) the difference between the cost associated with procuring Services hereunder and the amount actually expended by the County for re-procurement of Services, including procurement and administrative costs; and
- c) such other direct damages.

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

ARTICLE 27. PATENT AND COPYRIGHT INDEMNIFICATION

- a) The Contractor shall not infringe on any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third party proprietary rights in the performance of the Work.
- b) The Contractor warrants that all Deliverables furnished hereunder, including but not limited to: equipment, programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third party proprietary rights.
- c) The Contractor shall be liable and responsible for any and all claims made against the County for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the County's continued use of the Deliverables furnished hereunder. Accordingly, the Contractor at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the County and defend any action brought against the County with respect to any claim, demand, cause of action, debt, or liability.
- d) In the event any Deliverable or anything provided to the County hereunder, or portion thereof is held to constitute an infringement and its use is or may be enjoined, the Contractor shall have the obligation to, at the County's option to (i) modify, or require that the applicable subcontractor or supplier modify, the alleged infringing item(s) at its own expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the County, at the Contractor's expense, the rights provided under this Agreement to use the item(s).
- e) The Contractor shall be solely responsible for determining and informing the County whether a prospective supplier or subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any Deliverable hereunder. The Contractor shall enter into agreements with all suppliers and subcontractors at the Contractor's own risk. The County may reject any Deliverable that it believes to be the subject of any such litigation or injunction, or if, in the County's judgment, use thereof would delay the Work or be unlawful.

ARTICLE 28. CONFIDENTIALITY

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

hold harmless the County, and their officers and employees from the breach of any federal, state or local law in regard to the privacy of individuals.

- b) The Contractor shall advise each of its employees, agents, subcontractors and suppliers who may be exposed to such Confidential Information of their obligation to keep such information confidential and shall promptly advise the County in writing if it learns of any unauthorized use or disclosure of the Confidential Information by any of its employees or agents, or subcontractor's or supplier's employees, present or former. In addition, the Contractor agrees to cooperate fully and provide any assistance necessary to ensure the confidentiality of the Confidential Information.
- c) It is understood and agreed that in the event of a breach of this Article damages may not be an adequate remedy and the County shall be entitled to injunctive relief to restrain any such breach or threatened breach. Unless otherwise requested by the County, upon the completion of the Services performed hereunder, the Contractor shall immediately turn over to the County all such Confidential Information existing in tangible form, and no copies thereof shall be retained by the Contractor or its employees, agents, subcontractors or suppliers without the prior written consent of the County. A certificate evidencing compliance with this provision and signed by an officer of the Contractor shall accompany such materials.

ARTICLE 29. PROPRIETARY INFORMATION

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

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

During the term of the contract, the Contractor will not use directly or indirectly for itself or for others, or publish or disclose to any third party, or remove from the County's property, any computer programs, data compilations, or other software which the County has developed, has used or is using, is holding for use, or which are otherwise in the possession of the County (hereinafter "Computer Software"). All third-party license agreements must also be honored by the contractors and their employees, except as authorized by the County and, if the Computer Software has been leased or purchased by the County, all hired party license agreements must also be honored by the contractors' employees with the approval of the lessor or Contractors thereof. This includes mainframe, minis, telecommunications, personal computers and any and all information technology software.

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

ARTICLE 30. PROPRIETARY RIGHTS

- a) The Contractor hereby acknowledges and agrees that the County retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the County to the Contractor hereunder or furnished by the Contractor to the County and/or created by the Contractor for delivery to the County, even if unfinished or in process, as a result of the Services the Contractor performs in connection with this Agreement, including all copyright and other proprietary rights therein, which the Contractor as well as its employees, agents, subcontractors and suppliers may use only in connection with the performance of Services under this Agreement. The Contractor shall not, without the prior written consent of the County, use such documentation on any other project in which the Contractor or its employees, agents, subcontractors or suppliers are or may become engaged. Submission or distribution by the Contractor to meet official regulatory requirements or for other purposes in connection with the performance of Services under this Agreement shall not be construed as publication in derogation of the County's copyrights or other proprietary rights.
- b) All rights, title and interest in and to certain inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the Contractor and its subcontractors specifically for the County as documented in a writing signed by both parties in advance, hereinafter referred to as "Developed Works" shall become the property of the County.
- c) Accordingly, neither the Contractor nor its employees, agents, subcontractors or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced or distributed by or on behalf of the Contractor, or any employee, agent, subcontractor or supplier thereof, without the prior written consent of the County, except as required for the Contractor's performance hereunder.
- d) Except as otherwise provided in subsections a, b, and c above, or elsewhere herein, the Contractor and its subcontractors and suppliers hereunder shall retain all proprietary rights in and to all Licensed Software provided hereunder, that have not been customized to satisfy the performance criteria set forth in the Scope of Services.

ARTICLE 31. VENDOR REGISTRATION/CONFLICT OF INTEREST

a) Vendor Registration

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

1. **Miami-Dade County Ownership Disclosure Affidavit**
(Section 2-8.1 of the Code of Miami-Dade County)
2. **Miami-Dade County Employment Disclosure Affidavit**
(Section 2-8.1(d)(2) of the Code of Miami-Dade County)
3. **Miami-Dade County Employment Drug-free Workplace Certification**
(Section 2-8.1.2(b) of the Code of Miami-Dade County)
4. **Miami-Dade County Disability and Nondiscrimination Affidavit**
(Section 2-8.1.5 of the Code of Miami-Dade County)
5. **Miami-Dade County Debarment Disclosure Affidavit**
(Section 10.38 of the Code of Miami-Dade County)
6. **Miami-Dade County Vendor Obligation to County Affidavit**
(Section 2-8.1 of the Code of Miami-Dade County)
7. **Miami-Dade County Code of Business Ethics Affidavit**
(Sections 2-8.1(i), 2-11.1(b)(1) through (6) and (9), and 2-11.1(c) of the Code of Miami-Dade County)

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8. **Miami-Dade County Family Leave Affidavit**
(Article V of Chapter 11 of the Code of Miami-Dade County)
9. **Miami-Dade County Living Wage Affidavit**
(Section 2-8.9 of the Code of Miami-Dade County)
NOT APPLICABLE
10. **Miami-Dade County Domestic Leave and Reporting Affidavit** (Article VIII, Section 11A-60 - 11A-67 of the Code of Miami-Dade County)
11. **Miami-Dade County E-Verify Affidavit**
(Executive Order 11-116)
12. **Miami-Dade County Pay Parity Affidavit**
(Resolution R-1072-17)
13. **Miami-Dade County Suspected Workers' Compensation Fraud Affidavit**
(Resolution R-919-18)
14. **Subcontracting Practices**
(Section 2-8.8 of the Code of Miami-Dade County)
15. **Subcontractor/Supplier Listing**
(Section 2-8.1 of the Code of Miami-Dade County)
16. **Form W-9 and 147c Letter**
(as required by the Internal Revenue Service)
17. **FEIN Number or Social Security Number**
In order to establish a file, the Contractor's Federal Employer Identification Number (FEIN) must be provided. If no FEIN exists, the Social Security Number of the owner or individual must be provided. This number becomes Contractor's "County Vendor Number". To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that the County requests the Social Security Number for the following purposes:
- Identification of individual account records
 - To make payments to individual/Contractor for goods and services provided to Miami-Dade County
 - Tax reporting purposes
 - To provide a unique identifier in the vendor database that may be used for searching and sorting departmental records
18. **Office of the Inspector General**
(Section 2-1076 of the Code of Miami-Dade County)
19. **Small Business Enterprises**
The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.1.1.1.1, 2-8.1.1.1.2 and 2-8.2.2 of the Code of Miami-Dade County and Title 49 of the Code of Federal Regulations.
NOT APPLICABLE
20. **Antitrust Laws**
By acceptance of any contract, the Contractor agrees to comply with all antitrust laws of the United States and the State of Florida.

b) **Conflict of Interest and Code of Ethics**

Section 2-11.1(d) of the Code of Miami-Dade County requires that any County employee or any member of the employee's immediate family who has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County, competing or applying for a contract, must first request a conflict of interest opinion from the County's Ethics Commission prior to their or their immediate family member's entering into any contract or transacting any business through a firm, corporation, partnership or business entity in which the employee or any member of the employee's immediate family has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County. Any such contract or business engagement entered in violation of this subsection, as amended, shall be rendered voidable. All autonomous personnel, quasi-judicial personnel, advisory personnel, and employees wishing to do business with the County are hereby advised they must comply with the applicable provisions of Section 2-11.1 of the Code of Miami-Dade County relating to Conflict of Interest and Code of Ethics. In accordance with Section 2-11.1 (y), the Miami-Dade County Commission on Ethics and Public Trust (Ethics Commission) shall be empowered to review, interpret, render advisory opinions and letters of instruction and enforce the Conflict of Interest and Code of Ethics Ordinance.

ARTICLE 32. INSPECTOR GENERAL REVIEWS**Independent Private Sector Inspector General Reviews**

Pursuant to Miami-Dade County Administrative Order 3-20, the County has the right to retain the services of an Independent Private Sector Inspector General (hereinafter "IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the Contractor shall

make available to the IPSIG retained by the County, all requested records and documentation pertaining to this Agreement for inspection and reproduction. The County shall be responsible for the payment of these IPSIG services, and under no circumstance shall the Contractor's prices and any changes thereto approved by the County, be inclusive of any charges relating to these IPSIG services. The terms of this provision apply to the Contractor, its officers, agents, employees, subcontractors and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct an audit or investigate the operations, activities and performance of the Contractor in connection with this Agreement. The terms of this Article shall not impose any liability on the County by the Contractor or any third party.

Miami-Dade County Inspector General Review

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

Exception: The above application of one quarter (1/4) of one percent fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (i) contracts where an IPSIG is assigned at the time the contract is approved by the Commission; (j) professional service agreements under \$1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Implementing Order 3-38; **(m) federal, state and local government-funded grants;** and (n) interlocal agreements. ***Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter (1/4) of one percent in any exempted contract at the time of award.***

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

Upon written notice to the Contractor from the Inspector General or IPSIG retained by the Inspector General, the Contractor shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the Contractor's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements form and which successful and

unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

ARTICLE 33. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

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

- a) Equal Employment Opportunity (EEO), in compliance with Executive Order 11246 as amended and applicable to this Contract.
- b) Miami-Dade County Small Business Enterprises Development Participation Provisions, as applicable to this Contract.
- c) Environmental Protection Agency (EPA), as applicable to this Contract.
- d) Section 2-11.1 of the Code of Miami-Dade County, "Conflict of Interest and Code of Ethics."
- e) Section 10-38 of the Code of Miami-Dade County, "Debarment of Contractors from County Work."
- f) Section 11A-60 - 11A-67 of the Code of Miami-Dade County, "Domestic Leave."
- g) Section 21-255 of the Code of Miami-Dade County, prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County.
- h) The Equal Pay Act of 1963, as amended (29 U.S.C. 206(d)).
- i) Section 448.07 of the Florida Statutes "Wage Rate Discrimination Based on Sex Prohibited."
- j) Chapter 11A of the Code of Miami-Dade County (§ 11A-1 et seq.) "Discrimination."
- k) Chapter 22 of the Code of Miami-Dade County (§ 22-1 et seq.) "Wage Theft."
- l) Chapter 8A, Article XIX, of the Code of Miami-Dade County (§ 8A-400 et seq.) "Business Regulations."
- m) Any other laws prohibiting wage rate discrimination based on sex.

Pursuant to Resolution R-1072-17, by entering into this Contract, the Contractor is certifying that the Contractor is in compliance with, and will continue to comply with, the provisions of items "h" through "m" above.

The Contractor shall hold all licenses and/or certifications, obtain and pay for all permits and/or inspections, and comply with all laws, ordinances, regulations and building code requirements applicable to the work required herein. Damages, penalties, and/or fines imposed on the County or Contractor for failure to obtain and maintain required licenses, certifications, permits and/or

inspections shall be borne by the Contractor. The Project Manager shall verify the certification(s), license(s), permit(s), etc. for the Contractor prior to authorizing work and as needed.

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

ARTICLE 34. NONDISCRIMINATION

During the performance of this Contract, Contractor agrees to not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, gender identity or gender expression, status as victim of domestic violence, dating violence or stalking, or veteran status, and on housing related contracts the source of income, and will take affirmative action to ensure that employees and applicants are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training.

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

ARTICLE 35. CONFLICT OF INTEREST

The Contractor represents that:

- a) No officer, director, employee, agent, or other consultant of the County or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the award of this Agreement.
- b) There are no undisclosed persons or entities interested with the Contractor in this Agreement. This Agreement is entered into by the Contractor without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other consultant of the County, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or a member of the immediate family or household of any of the aforesaid:
 - i) is interested on behalf of or through the Contractor directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the services, supplies or work, to which this Agreement relates or in any portion of the revenues; or
 - ii) is an employee, agent, advisor, or consultant to the Contractor or to the best of the Contractor's knowledge any subcontractor or supplier to the Contractor.

- c) Neither the Contractor nor any officer, director, employee, agency, parent, subsidiary, or affiliate of the Contractor shall have an interest which is in conflict with the Contractor's faithful performance of its obligation under this Agreement; provided that the County, in its sole discretion, may consent in writing to such a relationship, provided the Contractor provides the County with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the County's best interest to consent to such relationship.
- d) The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.
- e) In the event Contractor has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Contractor shall promptly bring such information to the attention of the County's Project Manager. Contractor shall thereafter cooperate with the County's review and investigation of such information, and comply with the instructions Contractor receives from the Project Manager in regard to remedying the situation.

ARTICLE 36. PRESS RELEASE OR OTHER PUBLIC COMMUNICATION

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

- a) Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the County, or the Work being performed hereunder, unless the Contractor first obtains the written approval of the County. Such approval may be withheld if for any reason the County believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and
- b) Communicate in any way with any contractor, department, board, agency, commission or other organization or any person whether governmental or private in connection with the Services to be performed hereunder except upon prior written approval and instruction of the County; and
- c) Except as may be required by law, the Contractor and its employees, agents, subcontractors and suppliers will not represent, directly or indirectly, that any product or service provided by the Contractor or such parties has been approved or endorsed by the County.

ARTICLE 37. BANKRUPTCY

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

ARTICLE 38. GOVERNING LAW

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

ARTICLE 39. COUNTY USER ACCESS PROGRAM (UAP)

Not applicable.

ARTICLE 40. FIRST SOURCE HIRING REFERRAL PROGRAM

Not applicable.

ARTICLE 41. PUBLIC RECORDS AND CONTRACTS FOR SERVICES PERFORMED ON BEHALF OF MIAMI-DADE COUNTY

The Contractor shall comply with the Public Records Laws of the State of Florida, including by not limited to, (1) keeping and maintaining all public records that ordinarily and necessarily would be required by the County in order to perform the service; (2) providing the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law; (3) ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (4) meeting all requirements for retaining public records and transferring, at no cost, to the County all public records in possession of the Contractor upon termination of the contract and destroying any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements upon such transfer. In addition, all records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County. Failure to meet any of these provisions or to comply with Florida's Public Records Laws as applicable shall be a material breach of this Agreement and shall be enforced in accordance with the terms and conditions of the Agreement.

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

ARTICLE 42. SURVIVAL

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

ARTICLE 43. INDIVIDUALLY IDENTIFIABLE HEALTH INFORMATION and/or PROTECTED HEALTH INFORMATION

Not applicable.

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

River North Transit, LLC

Miami-Dade County

By: DocuSigned by:
Erin Abrams
F89EDB5062754FA...
 Name: Erin Abrams
 Title: Manager
 Date: 6/3/2020
 Attest: DocuSigned by:
Megan Manfred
 Corporate Secretary/Notary Public

By: _____
 Name: Carlos A. Gimenez
 Title: Mayor
 Date: _____
 Attest: _____
 Clerk of the Board

Notarized online using audio-visual communication.

DS
Corporate Seal/Notary Seal



Approved as to form and legal sufficiency

Assistant County Attorney

Appendix A

Scope of Services

2.1 BACKGROUND

New technology and service innovations are transforming transportation systems across the nation and changing the way we travel, providing more travel options and convenience. In its role as a mobility management agency, the Department of Transportation and Public Works (DTPW) seeks to deploy and test innovative service delivery models to improve first-and-last mile access to premium transit services and increase travel possibilities for commuters.

This contract is for the development, deployment, marketing and customer service of a dynamically routed, on-demand, mobile app-based transit service model to provide near door-to-door rides to-and-from Metrorail, South Miami Transitway and other transit facilities. The County envisions an easily scalable service model that integrates real-time dynamic operations technology and the "right-sizing" of vehicles based on real-time trip demand. The technology should enable a fully automated scheduling, dispatching, reservation, real-time ride matching and dynamic routing system for real-time demand responsive transportation service. The Contractor will make service available, at a minimum, on weekdays, and will provide all capital, operations, maintenance and marketing.

This contract is intended to support and prioritize transit, promote the use of shared-use mobility services for chain-linked trips that include public transportation, alleviate traffic congestion, reduce green-house gas emissions (GHG) from cars, and improve transit access and customer experience.

2.2 ADDITIONS/DELETIONS OF LOCATIONS/SERVICES

Although this contract identifies specific locations/services to be provided, it is hereby agreed and understood that any location/service may be added/deleted to/from this contract at the option of the County. When an additional location/service is required, the Contractor may be invited to submit price quotes for the new location(s)/service(s). The County reserves the right to solicit for these services through a separate solicitation under full and open competition.

2.3 SERVICE CONCEPT

The County's requirements under this contract include, but are not limited to, the activities below. The County will have full access to and ultimately retain ownership of all data associated with the contract.

- A. Real-time ride matching and dynamically routed service, meaning that the route to destination can change based on real-time demand, within the agreed upon detour parameters.
- B. Shared, on-demand, dynamically routed, virtual bus stops (VBS) (nearby pick-up/drop-off location) to-and-from transit facilities for customers connecting with rail or bus within designated service zones. The specific boundaries of service zones will be defined during service planning.
- C. Short trips under three (3) miles to-and-from transit facilities to allow for faster passenger trips and shorter wait times, except for specific areas, to be determined by the County, where the trip length to-and-from transit facilities may be over three (3) miles.
- D. Ability for customers to request a ride in real-time via their smartphone/mobile devices, website or phone call.
- E. Customers will be picked-up (rider's wait time from the time a ride is requested), on average, no more than 15 minutes, and will be dropped off at their destination, on average, no more than 15 minutes later (in-vehicle time). It might be necessary to adjust wait time and in-vehicle time targets as the service grows and feedback is received. If so, the Parties will work in good faith to agree on new targets.
- F. Assignment of vehicles to complete one or more trips at a time, aiming to maximize vehicle occupancy, and minimize vehicle miles traveled (VMT), while maintaining the desired level of service (LOS) (wait time of no more than an average of 15 minutes and in-vehicle time of no more than an average of 15 minutes). To

maintain the desired LOS, the number of deviations to pick-up/drop-off passengers will be limited. LOS parameters could change during service planning.

- G. Ability for service to be provided using smaller vehicles for shared rides, where the full fleet or portion of the fleet will be wheelchair accessible vehicles.
- H. Ability for customers to be able to request a wheelchair accessible vehicle.
- I. Provide customers who have indicated that they require a wheelchair accessible vehicle an equivalent service, approximating as much as possible the following parameters (same as those set forth above):
 - 1) Provide shared, on-demand, dynamically routed, near-door-to-door rides to-and-from transit facilities for customers connecting with rail or bus within designated service zones.
 - 2) Customers will request a ride in real-time via their smartphone/mobile devices, website or phone call.
 - 3) Serve short trips under three (3) miles to-and-from transit facilities to allow for faster passenger trips and short wait times, except for specific areas, to be determined by the County, where the trip length to-and-from transit facilities may be over three (3) miles.
 - 4) Customers will be picked-up (rider's wait time from the time a ride is requested), on average, no more than 15 minutes, and will be dropped off at their destination, on average, no more than 15 minutes later (in-vehicle time).
- J. Service hours, at a minimum, on weekdays from 6:30 am to 7:00 pm, with the exception of specific areas, to be indicated by the County, which may have different service hours.
- K. Customer service provided by the Contractor during all hours when the service is operating. Customer service hours will be defined during service planning.
- L. Providing all capital, operations, maintenance and marketing for this contract.
- M. Ongoing marketing of service will be conducted by the Contractor.
- N. Ability for Contractor to scale service based on trip demand.
- O. Ability for Contractor to expand service to other transit facilities in the County with mutual written agreement and acceptance by DPTW of any additional fees.

2.4 **SERVICE PLAN**

2.4.1 **Service Zones**

This service will provide first-and-last mile trips for commuters connecting to transit facilities. The first-and-last mile services will be provided in the four (4) transit-related regional areas listed below. The final locations and specific boundaries of service zones will be defined during service planning, and additional locations may be added as considered pertinent throughout the contract's implementation.

Dadeland area: Metrorail stations within the Dadeland service zone are South Miami, Dadeland North and Dadeland South. The ridership at these stations combined accounts for 24% of the total passengers boarding Metrorail. All three (3) stations have Park-and-Ride lots with up to 98% daily occupancy. There are over 2,000 parking passes registered within 3-miles of the Dadeland stations.

Civic Center area: The Civic Center station, located in the Health District, serves major employment, healthcare and education centers in the County. The station has an average of 6,000 weekday boardings and has no parking. Four major rehabilitation and training centers for people with disabilities are located within 1-mile of the station. The Special Transportation Services (STS) transport an average of 240 paratransit riders to and from these centers every day. Additionally, approximately 533 active STS riders live within 1-mile of the Civic Center station.

Palmetto Bay area: The segment of the Transitway located in the Palmetto Bay area has seven (7) Transitway stations, of which two (2) of the stations have Metrobus Park-and-Ride lots. The Park-and-Ride lots combined have 349 parking spaces with 100% daily occupancy. Parking is free at Metrobus Park-and-Ride lots. The Transitway stations within the Palmetto Bay area have a combined average of 2,865 weekday boardings. The Village of Palmetto Bay has a population of 45,222 residents, with the majority of the population residing within a 2-mile radius from the selected Transitway segment.

Cutler Bay area: The segment of the Transitway located within the Cutler Bay area has six (6) Transitway stations, with a Metrobus Municipal Park-and-Ride lot located at the SW 112 Avenue station. The Park-and-Ride lot has 450 parking spaces with up to 98% daily occupancy and parking is free. The Transitway stations within the Cutler Bay area have a combined average of 4,000 weekday boardings. The Town of Cutler Bay has a population of 45,373 residents with approximately 65% of the population residing within the municipal boundaries from the selected Transitway segment.

The map in Figure 1 below illustrates the service areas for the On-Demand Transit Services: Civic Center, Dadeland, Palmetto Bay and Cutler Bay. **Refer to Table 2.4.1 for detailed service zone boundaries.**

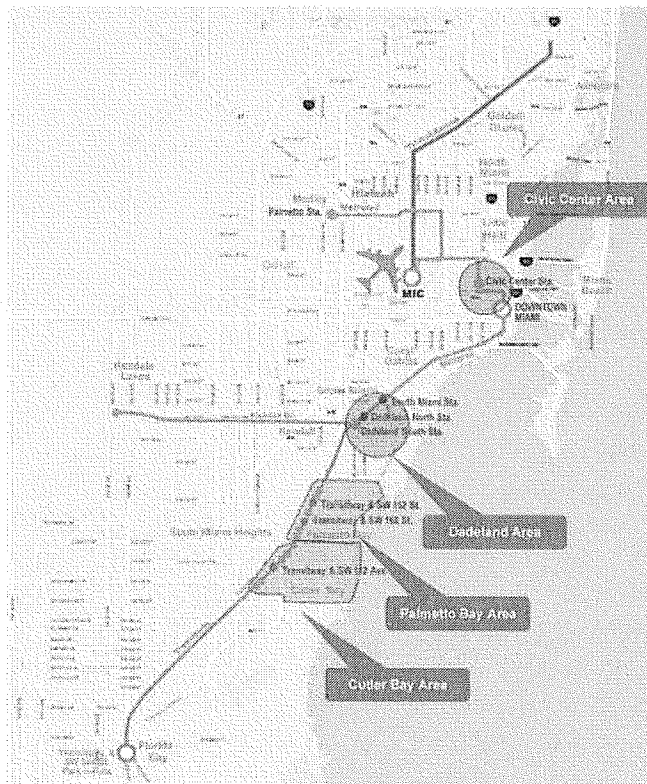


Figure 1: Service zones map for On-Demand Transit Services. Service zones are shown by blue areas. (The map is not drawn to scale.)

2.4.2 Hours and Days of Service

The service will be provided, at a minimum, on weekdays from 6:30 am to 7:00 pm. The specifics of the operating hours plan will be defined during service planning. The service in the Cutler Bay Municipal area will be provided, at a minimum, on weekdays from 5:30 am to 9:30 am and from 4:00pm to 8:00 pm.

2.4.3 Qualified Trips

Specific service zone boundaries will be defined during service planning. Priority of service shall be given to qualified first-and-last mile trips:

- A. **First mile trips:** All qualified first mile trips will have their origin within a service zone (geo-fenced area) and their destination at an associated transit facility.
- B. **Last mile trips:** All qualified last mile trips will have their origin at an associated transit facility and their destination within the service zone (geo-fenced area).

Other non-first- and last-mile trips shall be completely contained within each of the geo-fenced areas.

2.4.4 Trip Booking

Customers can request a ride in real-time via their smartphone/mobile devices, or phone call. The Contractor will provide a smartphone app (compatible with major versions for both iOS and Android), to be integrated and will explore the timeline and feasibility for integration with the GO Miami-Dade Transit app (formerly MDT Tracker app) or trip planning app in the future, as the main tool for customers to request rides under the contract. The Contractor will facilitate a deep link to be inserted in the GO Miami-Dade Transit app including up to 10 hours for professional services at no cost to the County. Refer to Attachment B - Integration Details. The Customer will input the desired origin-destination pair, and upon confirmation that the requested trip is indeed a qualified trip under this contract, the Customer will get a confirmation that the service is available and will be provided with the estimated time of arrival of the assigned vehicle before confirming their ride. After the ride is confirmed, the Customer will be provided a dynamically updated ETA and be able to track the ride in real-time.

The smartphone app should i) be available in multiple languages, including Spanish and Creole; ii) offer special functionalities for customers that are blind or low-vision; iii) offer an option to request a ride on a vehicle with bike storage (if feasible); and iv) offer a call center with multi-lingual trip booking services through live translation, as a second option to make trip requests.

When opening the Contractor's smartphone app, Rider App, passengers will see Miami-Dade County's logo. In addition, pop-ups and other features will ensure riders are informed it is a Miami-Dade County service.

Call Center: Contractor will provide a call center, staffed by its dedicated team, during all service operating hours to allow riders without a smartphone to use the service. To book a trip, passengers will call a toll free number and provide their trip details. Passengers with limited English proficiency will be able to use a live translation service in the call center. The Contractor's translation service will enable a seamless process for these riders to create an account and book a ride over the phone.

The Contractor will provide customer support, using the same dedicated team, whereby its dispatchers will proactively monitor any irregularities in the service, and respond to customer inquiries by phone and text, during all service hours. The dispatchers will use the Contractor's web-based tools to intervene when service anomalies occur, such as unexpected traffic, vehicle breakdowns, accidents or to book a ride for a customer without a smartphone.

2.4.5 Trip Routing and Dispatching Platform

The Contractor will deploy a centralized software platform to support fully automated scheduling, dispatch, and reservations, allowing Customers to book trips in real-time via mobile application, website, and phone call. The administrative interface will allow for real-time monitoring and assessment of demand, trip data and service performance and reliability, including but not limited to, Customer pick-up and in-vehicle times, vehicle and virtual drop-off/pick-up locations, and vehicle loads. It will be accessible via standard web browsers and from any commonly used internet enabled device, and will provide options to generate reports and extract operational data for analysis.

The centralized platform will complete, in real time, the following tasks in a fully automated manner without human intervention:

- A. Receiving all trip requests through the smartphone app and call center.
- B. Processing the origin-destination pair for each trip request to confirm whether the trip is indeed a qualified trip under this contract.
- C. Identifying whether the customer is requesting a regular service or wheelchair accessible vehicle service.
- D. Aggregating, based on real-time passenger demand, riders traveling from multiple origins to multiple destinations in an exceptionally efficient way that optimizes the balance between maximizing vehicle utilization across the fleet for multiple pickups per vehicle run, and maintaining excellent quality of customer experience.
- E. Assigning and dispatching a vehicle to complete a trip while ensuring that the agreed upon LOS for all customers in that vehicle will be met.
- F. Providing trip booking confirmation and accurate real-time estimations of pick-up and arrival time to the customers through the smartphone app.

Virtual Bus Stops: VBS will be selected to maximize the system's efficiency and limit detours. Using VBS adds significant complexity to the algorithm as it has to instantly decide not only what vehicle to assign the rider to, but also what corner the rider should be picked up on. The Contractor will only permit VBS in points that are both stoppable (e.g., not freeways or in the middle of a crosswalk) and walkable, meaning there are no rules or physical impediments that would prevent a customer from safely reaching the appointed location.

The Contractor and County may mutually agree to provide a curb-to-curb trip for all riders in certain situations, such as late at night or in certain areas where walking is less appealing.

Riders who require a Wheelchair Accessible Vehicle (WAV) will be provided a curb-to-curb service. To indicate their need for a WAV vehicle, a rider toggles on the WAV button in the Contractor's app that prompts the system to dispatch an appropriate vehicle each time the rider requests a ride. Riders booking by phone will convey their need for a WAV vehicle to the dispatcher, who would make a permanent note in the rider's account. Since WAV boardings and drop-offs may take more time than those of fully ambulatory passengers, the Contractor's algorithm shall account for the additional time that might be necessary and will adjust ETAs and routing decisions accordingly.

2.5 SERVICE OPERATIONS AND PERFORMANCE

2.5.1 Level of Service (LOS)

The County's target LOS is, on average, customer pick-up times of 10-to-15 minutes and in-vehicle times of 10-to-15 minutes. Depending on passenger demand, the target LOS during peak hours could be different from the target LOS during off-peak hours. Ultimately, the LOS parameters at service launch will be agreed upon between the County and the Contractor during service planning when deemed to be the best approach for implementation.

The Contractor shall deliver the target LOS or higher, while minimizing the total number vehicles used and miles traveled per-passenger.

2.5.2 Vehicles' Technical Specifications and Licenses

A. Standard Service

The County does not request any additional vehicle specification in terms of size, passenger capacity, vehicle type, etc. Each of the Contractor's vehicles must be licensed to provide the first-and-last mile transportation service and have capacity for shared rides. The Contractor shall ensure that all vehicles used in the provision of Services under the Contract shall not exceed six (6) model years during the life of the contract including any time extension. All vehicles, including WAVs, must meet all safety and mechanical standards established by County Codes, Florida Statutes, DTPW's Passenger Transportation Regulatory Division (PTRD) and Federal regulations,

if any and have passed all required inspections. The Contractor is responsible for ensuring that all relevant Federal, State, and local regulations are complied with.

B. Wheelchair Service

The Contractor's WAVs shall be equipped to allow for the safe loading, securing, and travel for passengers who use wheelchairs based on the vehicle's wheelchair capacity, in compliance with required specifications and regulations set forth by the USDOT for wheelchair accessible vehicles. The WAVs shall be either lift or ramp equipped to accommodate wheelchairs, and shall 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.

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, applicable standards set by PTRD regulations, and have passed all required inspections.

2.5.3 Fleet Size and Affiliation

A. Standard Service

The Contractor's fleet is defined as the pool of licensed vehicles made available to provide the service. The County does not request any particular number of vehicles. The County's sole fleet size request is that the Contractor will supply and maintain a fleet of sufficient size to ensure service provision at the agreed upon LOS or higher at any given time during service provision hours, including periods of peak demand during the daily commute rush hours. The Contractor shall have the capability to scale service based on anticipated and/or real-time passenger demand. The Contractor may own all the vehicles reported in its fleet, or have an affiliation agreement with the owners of all the vehicles reported in its fleet.

This contract is intended to serve a wide range of riders. The Contractor's fleet shall contain vehicles that can accommodate mobility limited users including, but not limited to, wheelchairs (motorized and non-motorized), walkers, canes, crutches, speech impairments, vision impairments (including sighted guide techniques), hearing impairments, and slow moving elderly, and provide bicycle storage, as feasible.

B. Wheelchair Service

The Contractor's full fleet may be wheelchair accessible or a share of the fleet may be wheelchair accessible. The County's requirement is that the size of the fleet share is sufficient to ensure that there are always enough wheelchair accessible vehicles available during service hours to meet passenger demand and target LOS or higher.

The Contractor shall have a wheelchair service fleet of sufficient size to ensure having enough WAVs available to provide the agreed upon LOS or higher. The Contractor may own all the WAVs at its disposal, or have an affiliation agreement with the owners of some or all of the WAVs at its disposal. The Contractor shall have the capability to scale service based on wheelchair service demand.

2.5.4 Vehicles' Inspections and Documentation Requirements

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

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

The Contractor shall maintain, at minimum, and document a spare vehicle ratio of 5% of the total fleet. The Contractor shall provide the County a certificate of insurance for each vehicle in accordance with Section 31-206 of the Code of Miami-Dade County, even if the Contractor utilizes subcontractors to perform any part of the Contract.

2.5.5 Drivers' Licenses and Training

A. Standard Service

When utilizing civilian drivers, the Contractor must ensure that all relevant Federal, State, and local regulations are complied with, including driver trainings, certification, and/or licensure, as needed. All drivers must have a valid, Florida State Driver's License and Miami-Dade County Chauffeur Registration providing legal authority to operate the specific first-and-last mile transportation service. The Contractor will provide proof of insurance and liability coverage for its drivers.

B. Wheelchair Service

The Contractor's drivers shall have a valid Miami-Dade County Chauffeur Registration and State of Florida Driver's License, and have completed all driver training. Drivers shall understand USDOT ADA service requirements and Chauffeur responsibilities. Prior to placing a driver in service, the Contractor shall ensure the driver has a current/active Miami-Dade County Chauffeur's Registration approved by the County.

The Contractor's drivers should receive Passenger Assistance Techniques (PAT) or equivalent training to ensure sensitivity to and safe transport of persons with disabilities and elderly. The training shall include, but not be limited to the following:

- 1) Basic professional courtesy, customer service, and the elimination of attitudinal barriers.
- 2) Passenger assistance techniques for Customers with: wheelchairs including four-point wheelchair tie down procedures, walkers, canes, crutches, speech impairments, vision impairments (including sighted guide techniques), hearing impairments, mental/cognitive impairments, and slow moving elderly.
- 3) Dealing with service animals.

2.5.6 Drivers' Pool and Affiliation

The County will not request the Contractor to have any particular number of affiliated drivers for standard and wheelchair services, as long as the Contractor can ensure the County that it will have a sufficient number of drivers to provide the agreed upon LOS at any given time during service provision hours, including periods of peak demand. Drivers may be employees of the Contractor (or one of the entities that make up the Contractor), individual subcontractors of the Contractor, or affiliated drivers to any of the entities that make up the Contractor.

2.5.7 Drivers' Duties

The Contractor shall ensure that drivers used to provide service under the Contract:

- A. Have and maintain the driving record standards from start of services.
- B. Perform their duties with due regard for the safety, comfort, convenience, and courteousness for Customers and their property utilizing all required equipment.
- C. Prior to daily service start, ensure that WAVs have a sufficient number of passenger securement devices, a sufficient number of wheelchair tie-down straps and securement devices to secure wheelchairs in accordance with ADA regulations, and that all securement devices are functioning properly.
- D. Comply with all applicable Federal, State and County laws, regulations and licensing requirements, including drug testing.
- E. Maintain a valid State of Florida Driver's License and Miami-Dade County Chauffeur Registration, and complete all training requirements herein.

- F. Notify the Contractor, upon receipt of a citation, arrest, and/or suspension, revocation, or cancellation of license. This notification shall be immediate if operating a vehicle at the time of such loss of privilege or prior to operating a vehicle.
- G. Provide virtual bus stops (VBS) service (nearby pick-up/drop-off location).
- H. If the driver arrives at the pick-up location on time or earlier than the estimated pick-up time (provided in the trip confirmation), and the Customer is not there, the driver shall wait for no more than a timeframe to be mutually determined by the County and Contractor, to minimize impact on other passengers' travel time (driver's wait time after the driver's arrival time). Otherwise, the driver shall report a No-Show using the app. Driver's wait time parameters during peak hours may differ from those during off-peak hours. However, customers should always be notified of the allowed driver's wait time at pick-up location.
- I. Call dispatcher or designee as required by the Contractor or County to provide a status update when an unexpected event, accident, or incident occurs.
- J. Wear clothing which is clean, neat, and professional in appearance.
- K. Ensure that there is no smoking, alcoholic beverage consumption, and/or eating in vehicles by the drivers.

2.5.8 Vehicles' Safety and Security Equipment

The Contractor shall install required safety and communications equipment on each vehicle, including WAVs. The required equipment includes:

- A. Security Cameras
- B. Mobile Digital Video Recorder (MDVR)
- C. Mobile Application Interface

This equipment is essential to oversee the proper operation as security cameras are often used to supervise and review the Contractor's performance and incidents reported accordingly.

2.5.9 Vehicle Routing Hardware and Software

The Contractor shall ensure that all software, hardware, equipment, installation, training, and technical assistance required to deploy and manage the envisioned demand responsive, dynamically routed transit service based on real-time passenger demand. The Contractor is responsible for the localization, configuration, integration and testing of software as well as scalability of services. All vehicles including WAVs will be equipped with the necessary data and voice connectivity, hardware, and software tools to receive customer trip requests on-demand, and passenger pick-up and/or drop-off locations as assigned by the centralized trip-dispatching platform. All drivers will be trained in using these tools while operating their vehicles before they provide services.

2.6 FARE STRUCTURE AND COLLECTION

2.6.1 Fare Structure

The transit services provided under this contract will be part of the Miami-Dade County Transit system; therefore, Customers will be charged in accordance with the Miami-Dade Transit Passenger Fare Structure, with the exception of specific areas, to be indicated by the County, where service will be free of charge. Miami-Dade Transit customers are charged different fares according to the type of service, type of transfer and their eligibility for different fare programs (regular or discount fare). The County will provide the Contractor with data specifying the fare structure for the service, type of fare each customer should be charged, and the Contractor will be able to identify and charge the correct fares.

The Contractor is responsible for coordinating payment and EASY Card System/Mobile Application integration, the Miami-Dade Transit passenger fare collection system, within the technology platform and/or across other agency applications, as necessary. The Contractor shall ensure the existing fare collection rules are implemented and configurable with any On-Demand specific functions.

During the service planning, the County will work with the Contractor to provide free rides for **at least** the first three (3) months as introductory service, whereby DTPW will pay for the revenue hours, but riders will be able to use the service at no cost. Service in the Cutler Bay Municipal area will be free of charge.

2.6.2 Payment Method

The Contractor will offer efficient tools for customers to pay the trip fare via smartphone application by credit card, debit card, prepaid cards, and other methods, if necessary, to allow for wider access to all potential customers, and to accommodate disadvantaged populations, including those that are disabled, unbanked, people without a smartphone or without access to the internet, and those that have low technology literacy.

The Contractor shall provide the County with the total collected fare and reports and records of the daily operations including an account of fares collected, subject to revisions during service planning.

The Contractor shall adhere to payment processing requirements stated in Attachment C - Payment Card Industry (PCI) Compliance.

2.7 DATA SHARING

The County requires full access to all data associated with the contract. Collecting data is a vital goal and task of this contract. The purposes of collecting detailed information of all customer trips and vehicle runs completed under the contract, as well as all trip requests, are to monitor the Contractor's performance and compliance with different audit requirements (Federal, State and Local); and to gain a better understanding of first-and-last mile trip patterns, what riders are looking for in the County's transportation network, and how to more efficiently meet their needs. Additionally, the County needs to evaluate the viability of a dynamically routed, on-demand and app-based service model for transit; and explore the use of a new service delivery model to provide paratransit services combined with transit services; and inform County's strategic planning efforts, including the SMART Plan.

The Contractor will provide the County with a "Service View" tool that allows authorized County staff to see the location of active service vehicles on a dynamically updated map, the number of passengers on board each vehicle, and the number of pending pickups that have been assigned to each vehicle. Once the "Service View" tool is reviewed by the County and County staff is trained on it, all parties will mutually agree on data fields that will be provided in real time. The County will own all data collected via the system (i.e., the data included in the Service View).

The County will own all data collected via the systems which are built, installed, modified or created under this contract.

The Contractor shall provide detail infrastructure and data flow diagrams for all major use cases.

Once service has commenced, the Contractor will collect and provide to the County real-time access to customer trip data, vehicle run data and trip request data specified in Tables 2.7.1 - 2.7.3, subject to revision during service planning.

The Contractor shall comply with DTPW's data sharing requirements and data privacy standards for Shared Active Transportation.

2.7.1 Data Privacy and Security

The County is not interested in acquiring any type of Personally Identifiable Information either willfully or accidentally collected by the Contractor and will expect the Contractor to anonymize any customer data to the greatest extent possible before it is passed on to the County.

2.7.2 Customer Surveys

The Contractor will conduct surveys within a statistically representative sample size of service users, to evaluate the service midway through implementation and at the end of the 12-month service period. The County and the Contractor will collaborate during service planning to determine additional survey design elements such as survey methods, questions, other sampling features, etc.

Contractor will ensure the requested midpoint and end-of-program surveys are executed effectively. Contractor will regularly seek input from riders, execute public engagement campaigns, and lead all public outreach, survey preparation, necessary reporting and follow up.

The Contractor's survey plan will be determined in close collaboration with the County as follows:

- A. In-person surveys: Contractor may develop a short, multi-question survey designed with best practices to minimize bias and fatigue. To maximize the number of valid responses, the survey would be conducted at popular destinations using pre-coded iPads.
- B. User interviews: Contractor may conduct user interviews at popular destinations, with a focus on places that have high foot traffic or significant numbers of transit users.
- C. Focus groups: Contractor may conduct focus groups with riders to dig deeper into their transportation preferences and reasons for using on-demand transit services.
- D. Public meetings: Contractor may facilitate a public meeting during which community members would be asked for their feedback through participation in guided exercises.

The Contractor will summarize the results of the surveys and present them to the County, along with a technical memorandum summarizing the outreach efforts.

2.8 PROGRAM MANAGEMENT

2.8.1 Program Team

The Contractor's team shall be dedicated to the contract and shall collaborate with the County staff in all matters related to the scoping, planning, deployment and operation of the contract, including conducting analyses, conducting training and public outreach activities, and providing technical support.

2.8.2 Reports

The Contractor will complete their data sharing responsibilities by submitting the following reports to the County or **providing access** to a secured platform:

- A. A monthly report including all parameters of completed customer trips, completed vehicle runs and trip request data (Tables 2.7.1 - 2.7.3). Additionally, the monthly report shall include, but not be limited to, the following operating performance data, subject to revision during service planning. The data will be used to measure the Contractor's performance.
 - 1. Percentage of time target LOS is met
 - 2. Change in ridership: increase or decline in transit users
 - 3. Average ridership: average daily ridership by fare type and rider type (e.g., wheelchair and non-wheelchair), average ridership per revenue hour, and average ridership during peak hours
 - 4. Ridership retention: total returning users by fare type
 - 5. Average wait time
 - 6. Average in-vehicle time
 - 7. Average number of passengers per vehicle run
 - 8. Cancellation rate
 - 9. Booking abandon rate
 - 10. No-Show rate
 - 11. Average customer satisfaction level or customer rating of service
 - 12. Average fleet size during peak hours
 - 13. Accidents/incidents data
 - 14. Customer complaints: monthly customer complaints by fare type, monthly customer complaints received via phone call, email, or/and website.
 - 15. Revenue: monthly revenue, average daily total revenue by fare type
 - 16. All report data shall be made available via the Tableau data visualization platform with automated export capabilities.

2.8.3 Invoices

The Contractor will invoice the County once a month for the services completed. Invoices will include general information of the services provided, and provide references to the more detailed information available in the reports.

2.8.4 Marketing and Promotions

Strategic and robust marketing will be critical to the success of this contract. The County will conduct marketing and promotional activities to support the contract. However, the Contractor will have the primary responsibility to market the new services prior to, during and after contract implementation. The Contractor shall develop a comprehensive marketing and promotions plan based upon previous experience deploying new transit, rideshare or similar service delivery models. The County envisions a combination of hard copy marketing materials, promotional events, and media/online advertising, including vehicle branding. The County and the Contractor will both review any material prepared prior to its use by the other party.

Marketing Resources: Contractor shall amplify reach, utilizing the same tools and staff employed in other large, competitive markets (like New York). Contractor's in-house marketing, communications, and design teams will develop, refine, and implement a broad marketing plan based on its success marketing on-demand shared ride services to a wide variety of audiences.

Contractor's Marketing Plan: The Contractor will use a range of channels to promote the service (Table 2.8.4). It is expected that some channels will help to raise awareness while others will help to harvest demand. Contractor shall use promotional codes as a method of tracking riders such as, Promo-codes as campaign trackers, Promo-codes for businesses and Geographic & Time-Based Codes.

Measuring marketing success: Contractor will measure the success of its marketing efforts by constantly assessing the relationship between user outreach strategies and their impact on customer behavior, with the goal of finding the most efficient and impactful ways to drive user growth and retention. This will be completed through a mix of qualitative and quantitative analysis, which work together to provide an understanding of the factors that influence user behavior across the entire lifecycle: download, activation, retention, churn, and reengagement. Contractor's suite of existing dashboards that measure its marketing performance in this manner, shall lend insight of its marketing funnel across all of its channels.

Branding Mobile App and Vehicles: The Contractor's Rider App and vehicle fleet will be configured and co-branded for Miami-Dade County, including displaying the County's logo. In addition, pop-ups and other messaging features in the Rider App will ensure riders are informed this is a Miami-Dade County service.

Marketing in Multiple Languages: Contractor will provide marketing and promotions in multiple languages, including Spanish and Creole. This will ensure riders of all backgrounds are aware of the service.

Ambassadors: Contractor will utilize extensive use of street marketing ambassadors, who will be located in high traffic locations such as transit hubs.

2.9 USER TRAINING AND TECHNICAL SUPPORT

2.9.1 System and User Training

The dynamically routed, on-demand transit service provided under this contract shall be provided by the Contractor as a turnkey solution with minimal County staff resources needed to implement and monitor the service. However, the Contractor shall provide training and manuals for the County staff to monitor, access and analyze data and develop additional reports using dashboard and other tools provided by the Contractor. The Contractor shall also ensure adequate and complete training of drivers takes place prior to placing the drivers in service.

2.10 CUSTOMER SERVICE

The Contractor will have the primary responsibility to provide customer service and technical assistance service during the time the service is operating and during limited hours when the service is not operating. The County's 311 Contact Center will be able to assist with directing the customer to the customer service provided by the Contractor. Customer service provided by the Contractor shall include as a minimum:

- A. Staff available to respond to customer calls during service hours.
- B. Customer service assistance via mobile app at any point in time when service is in operation.

- C. Staff addressing customer service concerns related to safety. All safety concerns shall be addressed immediately. Unless impractical due to emergency response, Contractor will report safety concerns to the County within two (2) hours.
- D. Ability for the County to access all customer service comments, questions, requests or complaints.

All complaints received by the County will be forwarded to the Contractor. For each individual complaint received, the Contractor shall generate a fully researched and specific response, if the County deems it a legitimate concern. The Contractor shall submit to the County a written response to the complaint within three (3) business days in the event of urgent matters, or seven (7) business days for non-urgent matters, from the Contractor's receipt of the complaint. The County shall be the sole determinant of what is considered urgent or non-urgent. The Contractor's response shall result from its evaluation and disposition, and include the corrective action to be taken by the Contractor to prevent reoccurrence. In the event the County requests the Contractor to revise its response, the revised response shall be resubmitted to the County within twenty-four (24) hours of the request. The County shall direct the Contractor to proceed with the actions of the written response or an alternate response provided by the County.

Call Center: Contractor will provide a call center, staffed by its dedicated team, during all service operating hours to allow riders with or without a smartphone to use the service. Passengers with limited English proficiency will be able to use a live translation service in the call center.

The Contractor will provide customer support, using the same dedicated team, whereby its dispatchers will proactively monitor any irregularities in the service, and respond to Customer inquiries by phone and text, during all service hours. The dispatchers will use the Contractor's web-based tools to intervene when service anomalies occur, such as unexpected traffic, vehicle breakdowns, accidents or to book a ride for a Customer without a smartphone.

Customer Service: The vast majority of bookings are expected to be completed using the Rider App without interaction with the Contractor's phone booking and customer service team. Customer support information is easily located within the Rider App. There, Customers can access their journey history, allowing them to quickly identify the trip with which there was an issue and any pertinent details (journey start and end times, the driver's first name and last initial, the origin and destinations, etc.). Contractor will provide high-touch customer support during all hours of operation. Riders can seek support by text/short message service (SMS), phone call, and email. Contractor shall address non-emergency issues within twenty-four hours, issuing refunds and journey credits as appropriate.

The Contractor shall handle more serious complaints, especially those involving passenger safety, in accordance with its escalation policy. The Contractor shall track all driver incidents including those involving customer service, vehicle status, dangerous driving, system knowledge, and fraud, and shall take appropriate disciplinary action up to and including permanent disaffiliation from performing on this contract.

After every trip, riders shall have the option to assign a star rating to their experience and choose from a menu of configurable, pre-selected descriptions correlated to the star rating (or manually input additional details):

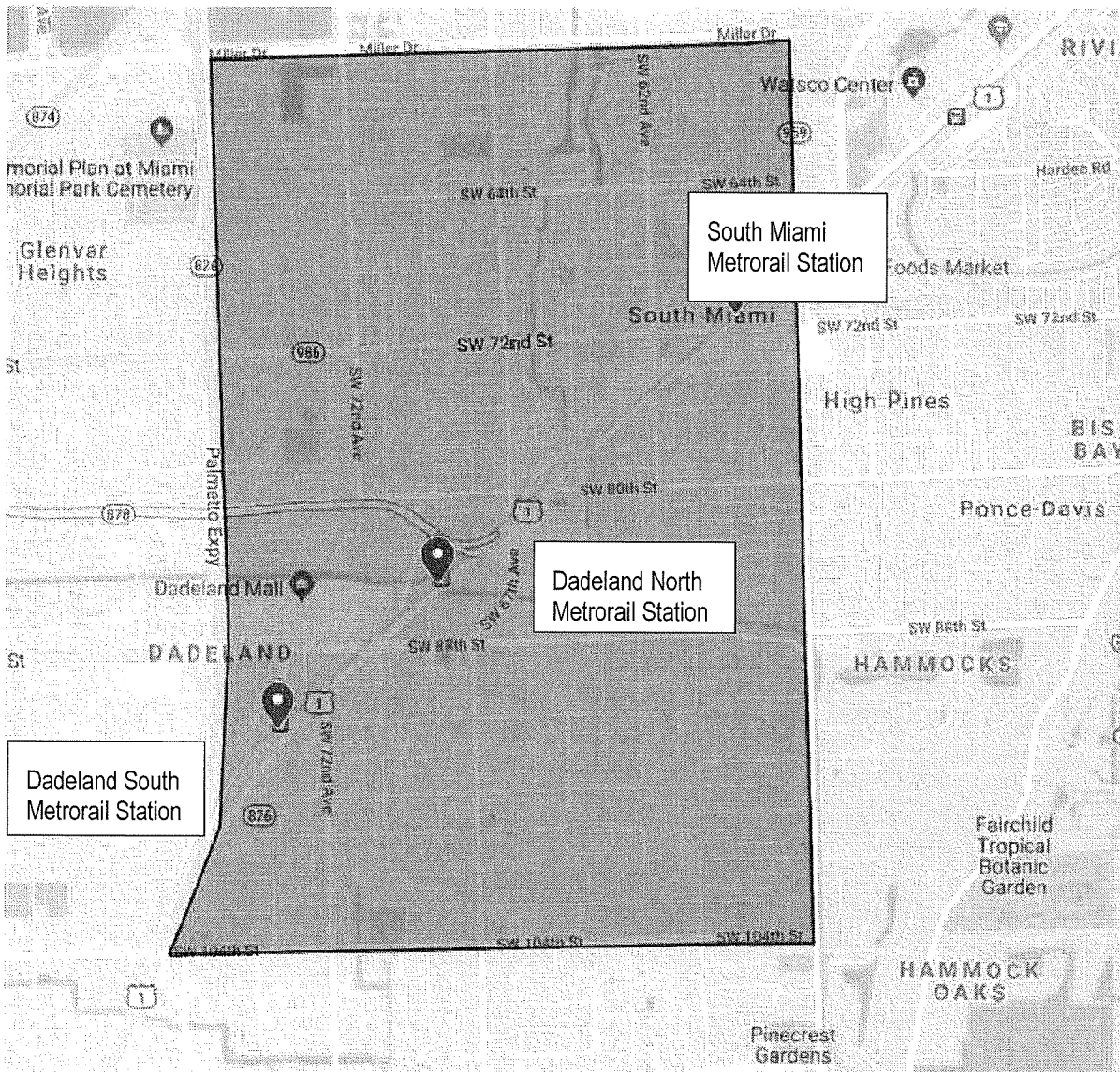
- A. Five Stars: Riders are asked "What did you like the most?" and can choose from the following options: "Great Driver," "Quick Pickup," "Comfy Car," and, "Smooth Routing."
- B. Four Stars: Riders are asked "What could be better?" and can choose from the following options: "Driver's Conduct," "Quicker Pickup," "Pickup Location," "Drop-off location," and, "Routing."
- C. One, Two, or Three Stars: Riders are asked "What was the major issue?" and can choose from the following options: "Wrong ETA," "Driver's Conduct," "Walking Distance," "Routing," "Car Quality," and, "Other Riders."

Precise user feedback provides insight into consumers' preferences, not only enabling the Contractor's customer support team to respond to particular issues, but also suggesting how the service model itself could be improved (i.e. Should additional vehicles be added? Should the service zone be adjusted? Etc.). The Contractor will help the County extract value from Customer feedback.

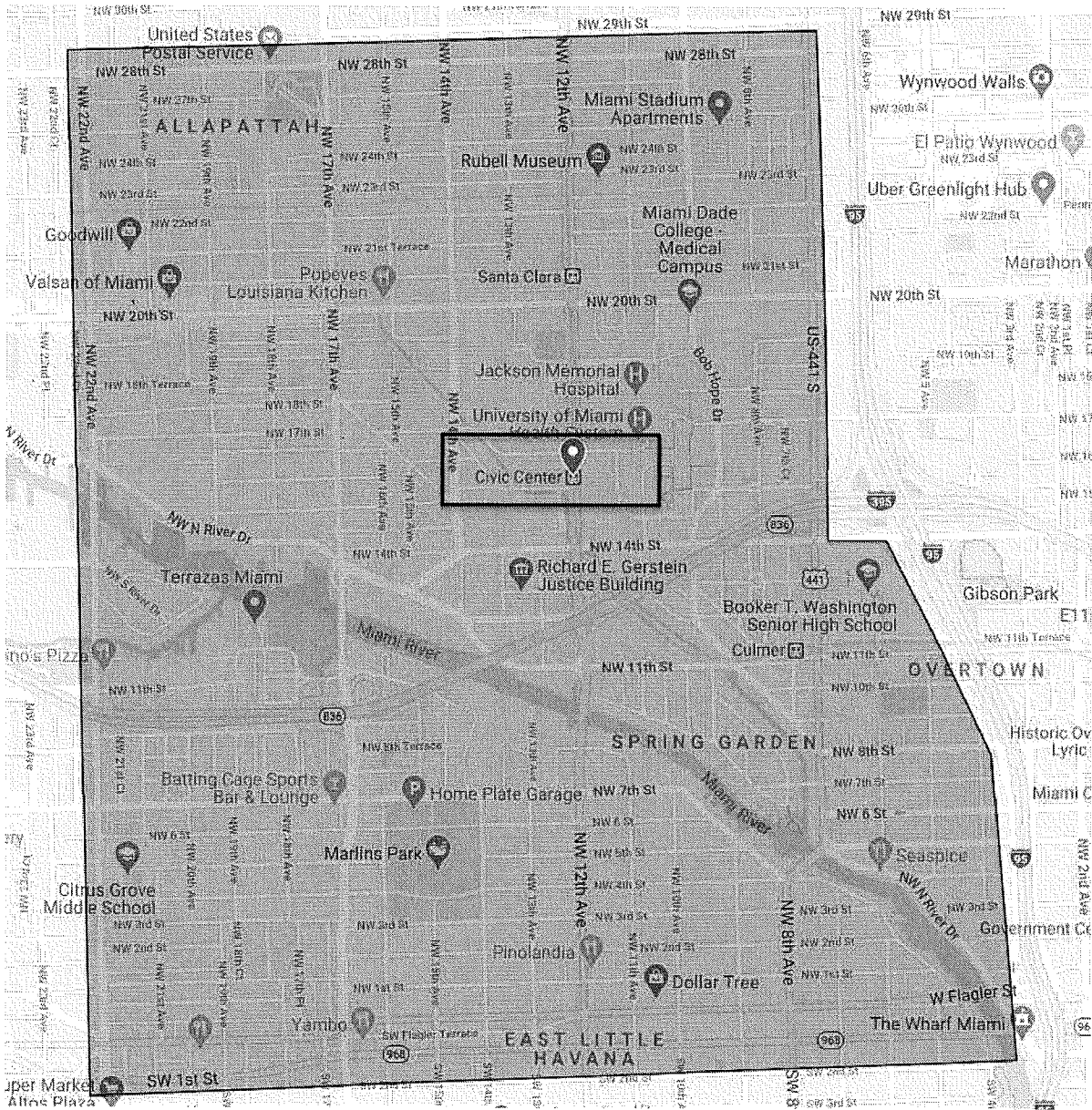
TABLES

Table 2.4.1: Detailed Service Zone Boundaries

Dadeland area



Civic Center area



Palmetto Bay area



Table 2.7.1: Data Parameters from Individual Customer Trips Completed

	Individual Customer Trip Data Element	Data Parameters
1	Date	Month, day, year
2	Trip request method	App, website, call center
3	Requested origin location	xy coordinates, transit facility, or similar
4	Requested destination location	xy coordinates, transit facility or similar
5	Service type requested	Regular (standard service), wheelchair service
6	Customer fare type (regular, discounted fare, free ride, transfer type)	See information at: https://www8.miamidade.gov/global/transportation/transit-pass.page Fare will be the same as for local-stop service.
7	Payment method	Credit Card, cash, free
8	Time of trip request	Hour, minute
9	Time of pick-up at origin, wait time	Hour, minute
10	Time of drop-off at destination, in-vehicle time	Hour, minute
11	Number of additional pick-ups during trip	Number
12	Customer satisfaction, customer rating of service	Customers' level of happiness and satisfaction: happy, neutral, unhappy, excellent, good, mediocre, poor, or similar
13	Recurrent rider	Yes, No
14	Transfer	Yes, No
15	Type of transfer (modal transfer)	To/from Metrorail or to/from Metrobus

Table 2.7.2: Data Parameters from Vehicle Runs Completed

	Vehicle Run Data Element	Data Parameters
1	Run unique identifier	Number
2	Date	Month, day, year
3	Location at start of run	Transit facility
4	Time at start of run	Hour, minute
5	Number of passenger boardings at the end of run, N	Number
6	Number of passenger alightings at end of run, Z	Number
7	Location of boarding passenger #n (n=1,2, ..., N)	xy coordinates, or similar
8	Time at boarding passenger #n (n=1,2, ..., N)	Hour, minute
9	Location of alighting passenger #n (n=1,2, ..., N)	xy coordinates, or similar
10	Time at alighting passenger #n (n=1,2, ..., N)	Hour, minute
11	Time at end of run	Hour, minute
12	Total mileage of route on the road network	Miles
13	Load (maxim number of passengers at a time)	Number

Table 2.7.3: Data Parameters from Individual Trip Requests

	Trip Request Data Element	Data Parameters
1	Date	Month, day, year
2	Time of trip request	Hour, minute
3	Trip request method	App, website, call center
4	Requested origin location	xy coordinates, transit facility, or similar
5	Requested destination location	xy coordinates, transit facility or similar
6	Service type requested	Regular (standard service), wheelchair service
7	Qualified trip	Yes, no
8	Reason for disqualified trip	Trip starting or ending outside service zone, first/last mile not starting or ending at associated transit facility, trip request after operating hours
9	Recurrent passenger	Yes, No
10	No show passenger at pick-up location	Yes, No
11	Cancellation from passenger	Yes, No
12	Other	

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Table 2.8.4: Marketing and Promotions – Contractor's Marketing Plan

<u>MARKETING CHANNEL</u>	<u>EXAMPLE ACTIVITIES</u>	<u>METRICS TO TRACK</u>
Electronic Customer Relationship Management (eCRM)	Send regular emails to the mailing list to drive customer engagement.	<ul style="list-style-type: none"> • Open rate • Click on call-to-action (e.g. referral link)
SocialMedia (Facebook, Instagram, Twitter, SnapChat)	Target local social media users with campaigns tailored for different demographics.	<ul style="list-style-type: none"> • Post Metrics: Reach, Clicks, Engagement (likes, shares, etc), Relevance Score • Ad Metrics: Cost per 1K impressions, Cost per click, Cost per acquisition
App based	Send carefully timed push notifications to riders through the rider app (e.g., when looking to engage more late-night ridership, you might have success reminding them of late-night rides in the midafternoon, or during the PM rush).	<ul style="list-style-type: none"> • Push notification open-rate
Referrals	Referrals incentivize riders to encourage others to use the service by offering ride credit for users who get others to sign up using their promo code.	<ul style="list-style-type: none"> • Percentage of referred riders out of new riders • Percentage likelihood of referring in the first month • Percentage conversion between referral and sign up • Percentage conversion between sign up and first ride • Time to first referral
Print	This may include negotiating an advertising deal with local press, or handing out fliers and other marketing collateral at approved partner locations and public events.	<ul style="list-style-type: none"> • Number of promo codes redeemed
Partnerships	Establish partnerships with local businesses and non-profits to reach and activate new riders quickly, and distribute promotional material	<ul style="list-style-type: none"> • Number of promo codes redeemed
Vehicles	Design vehicles with distinct, appealing wraps to act as free 'driving billboards'.	<ul style="list-style-type: none"> • Survey feedback
In-person and community based	Use street marketing, especially in the first months to help amplify the reach of the service.	<ul style="list-style-type: none"> • Number of promo codes redeemed
Influencers and elected officials	Encourage local elected officials to discuss the service during launch events stakeholder briefings, etc., and provide them with talking points around urban mobility, sustainable transportation, health and wellbeing, air quality, and how an on-demand transit service connects to these larger outcomes.	<ul style="list-style-type: none"> • Number of event promo codes redeemed

	Provide elected officials with an opportunity to test the service shortly before launch or during an inaugural launch event.	
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Attachment A Pricing Schedule

The actual number vehicles per day will highly depend on the technology (algorithms used) that optimizes routing, ride matching and fleet size. As such, the actual number of such vehicles may change with the desired pickup time, in-vehicle time, and size of service zone in order to better serve the community. The number of vehicles and total revenue hours are contingent upon the current budget, which is subject to change.

INITIAL 3-YEAR TERM:					
	Civic Center Metrorail Station Area	Dadeland South Metrorail Station Area	Palmetto Bay Area	Cutler Bay Area	Total
Total Daily Revenue Hours for both Peak and Off-Peak Vehicles [Based on annual budget]	124				
Hourly Cost per Vehicle	\$ 49.50	\$ 49.50	\$ 49.50	\$ 49.50	
Total Annual Revenue Hours [daily revenue hours x 250 weekdays per year]	31000				
Total Annual Cost (All Areas)	\$1,534,500.00				
Total All Areas Initial 3-Years					\$ 4,603,500.00

In accordance with Attachment B - Integration Details:	Hourly Rate	Not-to-Exceed Number of Hours	Total
Integration Fee to facilitate a deep link (ticketing and trip planning) to be inserted in the GO Miami-Dade Transit app beyond 10 hours for professional services.	\$ 200.00	55	\$ 11,000.00
Integration Fee to facilitate EASY card payment powered by Cubic.	\$ 200.00	145	\$ 29,000.00
Integration Fee to facilitate ELAVON payment processing.	\$ 200.00	100	\$ 20,000.00
Total Integration Cost			\$ 60,000.00
Total Initial 3-Year Contract Value			\$ 4,663,500.00

OPTIONAL 3-YEAR RENEWAL (OTR): Hourly Cost shall will remain in effect for the optional 3-year period, unless otherwise modified.

	Civic Center Metrorail Station Area	Dadeland South Metrorail Station Area	Palmetto Bay Area	Cutler Bay Area	Total
Total Daily Revenue Hours for both Peak and Off-Peak Vehicles [Based on annual budget]	122				
Hourly Cost per Vehicle	\$ 50.50	\$ 50.50	\$ 50.50	\$ 50.50	
Total Annual Revenue Hours [daily revenue hours x 250 weekdays per year]	30500				
Total Annual Cost (All Areas)	\$1,540,250.00				
Total All Areas OTR 3-Years					\$ 4,620,750.00
Total 6-Year Contract Value					\$ 9,284,250.00

NOTE:

Service Span: Weekdays from 6:30am - 7:00pm; Peak hours = 4.5 hrs, Off-Peak hours = 8 hrs

Total Weekdays per year: 250 days (number of days that DTPW operates weekday service)

Total Annual Revenue Hours: ((4.5 x number of Peak Vehicles) + (8 x number of Off-Peak Vehicles))*250 days

ATTACHMENT B

Integrations Details

Integration costs are not-to-exceed a total of \$60,000 (not-to-exceed 300 hours of work at \$200/hr.), regardless of the hours the Contractor must invest in ensuring these integrations are operational. Contractor shall be paid for verified hours of integration tasks completed, as mutually agreed upon by the County and the Contractor.

Integration 1: Ticketing app deep link

Estimated hours: 30-55 hours (API docs to confirm)

Maximum hours cap: up to 40 hours

Maximum cost to Miami-Dade County: \$8,000

Task Breakdown:

- 8-16 hours: Linking from Contractor's app
- 8-16 hours: Payment method
- 16-24 hours: Integration testing

Integration 2: Trip planning deep linking to Contractor

Estimated hours: 18-22 hours

Maximum hours cap: up to 15 hours

Maximum cost to Miami-Dade County: \$3,000

Task Breakdown:

- 6 hours: Set-up Quote API for this environment
- 6 hours: Set-up deep link for the app
- 6-10 hours: Creating communications around deep link and testing

Integration 3: EASY card payment powered by Cubic

Estimated hours: 200-400 hours + hardware costs + monthly maintenance

Maximum hours cap: up to 145 hours

Maximum cost to Miami-Dade County: \$29,000

Task Breakdown:

- \$To be determined: Cost of device procurement (preferred device to be decided with Miami-Dade County and Cubic teams)
- 24 hours/month: Ongoing device maintenance
- Set-up:
 - 100-200 hours: Configurations in Contractor's system to ensure system appropriately restricts payments for multiple passengers with a single card and accounts for concessionary eligibility
 - 100-200 hours: Configuration of onboard devices and testing

Integration 4: Elavon

Estimated hours: 220-260 hours

Maximum hours cap: up to 100 hours

Maximum cost to Miami-Dade County: \$20,000

Task Breakdown:

- 20 hours: Analysis of the API documentation and creation a technical design by the assigned developer
- 60 hours: Back-end development of the main payment flows, including unit-testing
- 20 hours: Development of mobile app support and usability
- 60-80 hours: Creating test plans and completing QA processes for all use cases and specific end cases
- 60-80 hours: Integration together with partner, bug fixes/improvements, and a full end-to-end test of all payment scenarios

Attachment C

Payment Card Industry (PCI) Compliance

The Contractor shall comply with the Payment Card Industry Security Standards in effect and at all times throughout the term of the resultant agreement. If at any time any of the components, including but not limited to the Contractor's system, equipment, hardware, software or policies, becomes non-PCI compliant, the Contractor is responsible for correcting such non-compliance within 30 days of identification, including all costs, in order to re-establish PCI compliance.

If at any time any of the components, including but not limited to the Contractor's system, equipment, hardware, software or policies, becomes non-PCI compliant, Contractor is responsible for all costs related to upgrading the system so that PCI compliance is maintained throughout the term of the agreement.

- a. The Contractor confirms its knowledge of and commitment to comply by providing the following proof that Contractor's devices/applications/processes meet current, published, PCI compliance requirements:
 1. Contractor's current annual PCI Compliance certification if applicable. The County has the right to audit Contractor compliance by requesting copies of the Contractor PCI compliance certifications at any time.
 2. During an installation or a major system upgrade, the Contractor must provide implementation manuals and detailed diagram(s) that show all cardholder data flows across MDC's systems and networks, the internet and the processor network.
 3. Contractor Form – Payment Application(s) Only applicable to the Contractor who is installing the product in County environment.
- b. Contractor shall resubmit the aforementioned passing, updated, completed and signed PCI compliance documents annually to the County. Furthermore, the Contractor shall update their solution, when required, to remain compliant with all changes to the PCI standards and requirements by the implementation dates mandated by the PCI Security Council and remediate any critical security vulnerabilities within 30 days of identification.
- c. Sensitive Authentication data and Primary Account number shall not be stored by the Contractor application at any point, even if masked. Any other Card holder data should not be stored by the Contractor application unless it is absolutely needed for County's operations.
- d. POS (Point of Sale) and Retail transactions must be routed directly to Miami- Dade County's merchant provider (ELAVON) and must be EMV compliant. All POS and Retail transactions must be capable of accepting NFC (near field communications) payment methods such as Google Wallet, ApplePay, or Samsung Wallet.
- e. Systems that utilize MDC network for payment processing must be a validated PCI Point-to-Point Encryption (P2PE) solution and transactions routed through

our approved County merchant processor. Exceptions to using Elavon P2PE solutions shall require written justification by Department, including a cost/benefit analysis, and require written approval by both the Finance Department Director and Chief Information Officer.

- f. Internet transactions must be routed through Miami-Dade County's Internal Payment Gateway (Payment Card and eCheck). Exceptions to using Miami- Dade County's Internal Payment Gateway shall require written justification by Department, including a cost/benefit analysis, and require written approval by both the Finance Department Director and Chief Information Officer.

- g. Transactions processed through the Miami-Dade County Internal Payment Gateway are prohibited from accepting / processing PINs for security reasons. Debit card transactions must be processed as credit card transactions. Miami-Dade County provides three basic services that allow Contractor applications to interact with its Payment Gateways:
 1. Web-based Credit Card Transaction Service

 2. Web-based ACH (e-Check) Transaction Service

 3. Recurring Payment Service (for monthly or yearly recurring payments). This service will allow merchants to develop recurring credit card payments on behalf of their payers. This is a SOAP Web Service, and Miami-Dade County will provide the service WSDL and the necessary documentation. The Recurring Payment Service is PCI-compliant, and all the sensitive credit card data is stored offsite in the County's clearinghouse.

Credit Card or ACH (e-Check) transaction processing:


The Contractor application will utilize a Payment Module Web Application developed and maintained by Miami-Dade County. This solution can be a standard web application, a mobile web application, or both. A link will be provided on the Contractor's application that sends payers to the Payment Module Application. For example, once the payer has selected the items to purchase (from the Contractor's application), there would be a "Pay Now" button that will redirect the payer to the Miami-Dade County Payment Module via HTTPs post, carrying all the necessary data to begin the payment process (User ID, Amount, etc.). This requires only minor development effort on the Contractor side. The Contractor will agree on custom fields to be passed to the Miami-Dade County Payment Module via HTTP protocol over TLS 1.2 or higher (only secure connections are accepted; SSL protocol is not accepted). In turn, the Miami-Dade County Payment Module will collect the payment information and process the transaction via the Miami-Dade County Internal Payment Gateway. Results will be posted back (post back URL is provided by the client application) to the Contractor's application. This solution will not require the client application to be hosted in the County's managed network. The Miami-Dade County Payment Module handles all processing and system errors, simplifying the integration effort on the Contractor side.



Memorandum



To: Honorable Chairwoman Audrey M. Edmonson
and Members, Board of County Commissioners

From: Javier A. Betancourt, Executive Director 

Date: June 26, 2020

Re: CITT AGENDA ITEM 7B:
RESOLUTION BY THE CITIZENS' INDEPENDENT TRANSPORTATION TRUST
RECOMMENDING THE BOARD OF COUNTY COMMISSIONERS (BCC) APPROVE
AWARD OF CONTRACT NO. RFP-01083 TO RIVER NORTH TRANSIT, LLC. FOR
PURCHASE OF ON-DEMAND TRANSIT SERVICES FOR THE DEPARTMENT OF
TRANSPORTATION AND PUBLIC WORKS WITH AN ESTIMATED FISCAL IMPACT TO
THE COUNTY IN AN AMOUNT OF UP TO \$4,663,500.00 FOR THE INITIAL THREE-
YEAR TERM; AND AUTHORIZE THE COUNTY MAYOR OR COUNTY MAYOR'S
DESIGNEE TO EXECUTE SAME FOR AND ON BEHALF OF MIAMI-DADE COUNTY
AND TO EXERCISE ALL PROVISIONS OF THE CONTRACT, INCLUDING ANY
CANCELLATION OR EXTENSION PROVISIONS, PURSUANT TO SECTION 2-8.1 OF
THE CODE OF MIAMI-DADE COUNTY, FLORIDA AND IMPLEMENTING ORDER 3-38
(DTPW – BCC Legislative File No. 201253) NO SURTAX FUNDS REQUESTED

On June 25, 2020, the CITT voted (11-0) to forward a favorable recommendation to the Board of County Commissioners (BCC) for the approval of the above referenced item, CITT Resolution No. 20-018. The vote was as follows:

Joseph Curbelo, Chairperson – Aye
Alfred J. Holzman, 1st Vice Chairperson – Aye
Oscar J. Braynon, 2nd Vice Chairperson – Aye

Glenn J. Downing, CFP® – Aye
Jose Jimenez – Aye
Hon. Anna E. Lightfoot-Ward, Ph.D. – Absent
Miles E. Moss, P.E. – Aye
Marilyn Smith – Aye
Robert Wolfarth – Aye

Ashley V. Gantt, Esq. – Absent
Prakash Kumar – Aye
Jonathan Martinez – Absent
Paul Schwiep, Esq. – Aye
L. Elijah Stiers, Esq. – Aye

c: Jennifer Moon, Deputy Mayor
Bruce Libhaber, Assistant County Attorney