

Memorandum



Date: March 2, 2021

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

Agenda Item No. 8(N)(9)

From: Daniella Levine Cava
Mayor

A handwritten signature in blue ink that reads "Daniella Levine Cava".

Resolution No. R-171-21

Subject: Resolution Retroactively Authorizing a One-Year Option to Renew with Limousines of South Florida, Inc., Effective February 28, 2021, for the Provision of Transit Services at a Rate of \$55.98 per Bus Revenue Hour

Recommendation

It is recommended that the Board of County Commissioners (Board) retroactively authorizes a one-year option to renew with Limousines of South Florida, Inc. (LSF) from February 28, 2021 to February 27, 2022.

Scope

If approved, the current contractor, LSF will continue providing service beyond the existing term limit of February 27, 2021, for an additional one-year, at the hourly rate of \$55.98 per hour and under the same conditions of the current Agreement.

The impact of this item is countywide in nature. With approval of this item, the contractor will continue to provide service for transit routes 1, 29, 35/35a, 46, 56, 71, 72, 82, 101(A), 115, 202, 210, 211, 212, 217, 246, 248, 254, 267, 272, 286, 344 and the Biscayne Gardens Circulator (route 155), as well as Life Line routes Green Hills, Kings Creek, Sierra Lakes, Robert Sharp, Ahepa, and Federation Gardens (Exhibit A). Route 35 will be removed from this contract no later than June 2021.

Fiscal Impact/Funding Source

The total estimated costs associated with the services described above is \$12,600,766 annually, budgeted in the Department of Transportation and Public Works (DTPW) Operating Fund. The total estimated cost does not include fuel that is directly paid by DTPW. Not renewing this contract may result in loss of service for the 23 routes and 6 Life Lines stated in the Scope. Currently, DTPW does not have sufficient equipment or staff to operate the routes in this contract.

Track Record/Monitor

The Project Manager is Joel Perez, General Superintendent, Bus Operations, DTPW. The contracted routes are randomly monitored by DTPW Operation Supervisors throughout Miami-Dade County (County) for contract compliance including ADA and vehicles requirements and route performance. Additionally, DTPW Bus Operations staff monitor performance utilizing the vehicle locator system (GPS) to verify daily departures from facilities and random trips throughout the routes.

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

Background

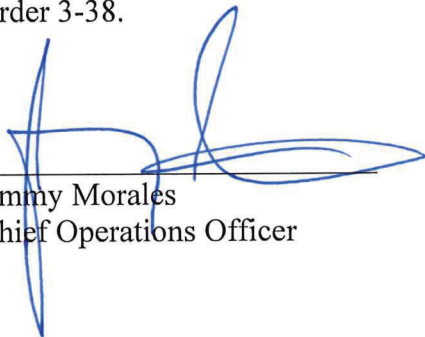
On June 6, 2017, the Board approved Resolution No. R-611-17, authorizing the accessing of City of Miami Contract No. 18483 (RFP no. 256244) with LSF for the provision of public transit services for Miami-Dade County DTPW. The Board expressly required that any future options to renew be brought before the Board for approval. On February 19, 2020, the Board authorized a one-year option to renew, effective February 27, 2020. The City of Miami has informed DTPW that they are planning to exercise the option to renew for an additional one-year period. DTPW recently performed a market research analysis and determined that continuing to access the City of Miami's (City) contract at this time is more favorable than initiating a new procurement process for the provision of public transit services for Miami-Dade County - (Exhibit B)

Per contract, vehicle capacity could range from eight to 25 passengers. However, the Contractor has surpassed the requirements of the contract by providing some larger vehicles to accommodate passenger demand/load at no additional cost to the County. Out of the 79 vehicles assigned to this contract, 27 vehicles (34 percent of assigned vehicles) have a capacity of 26-35 passengers. All vehicles are ADA compliant as required by the current contract. Prior to being placed in service, all newly added vehicles are inspected by DTPW's Bus Operations Staff for compliance with all contract requirements. All vehicles are wheelchair accessible and are equipped with illuminated electronic destination signs.

DTPW is currently working on a procurement process for replacement of City of Miami Contract No. 18483 (RFP no. 256244). The administration intends to issue an Invitation to Bid (ITB) for contracted route services no later than April 2021. Additionally, the administration intends to notify LSF that Route 35 will be removed from the contract no later than June 2021.

Delegated Authority

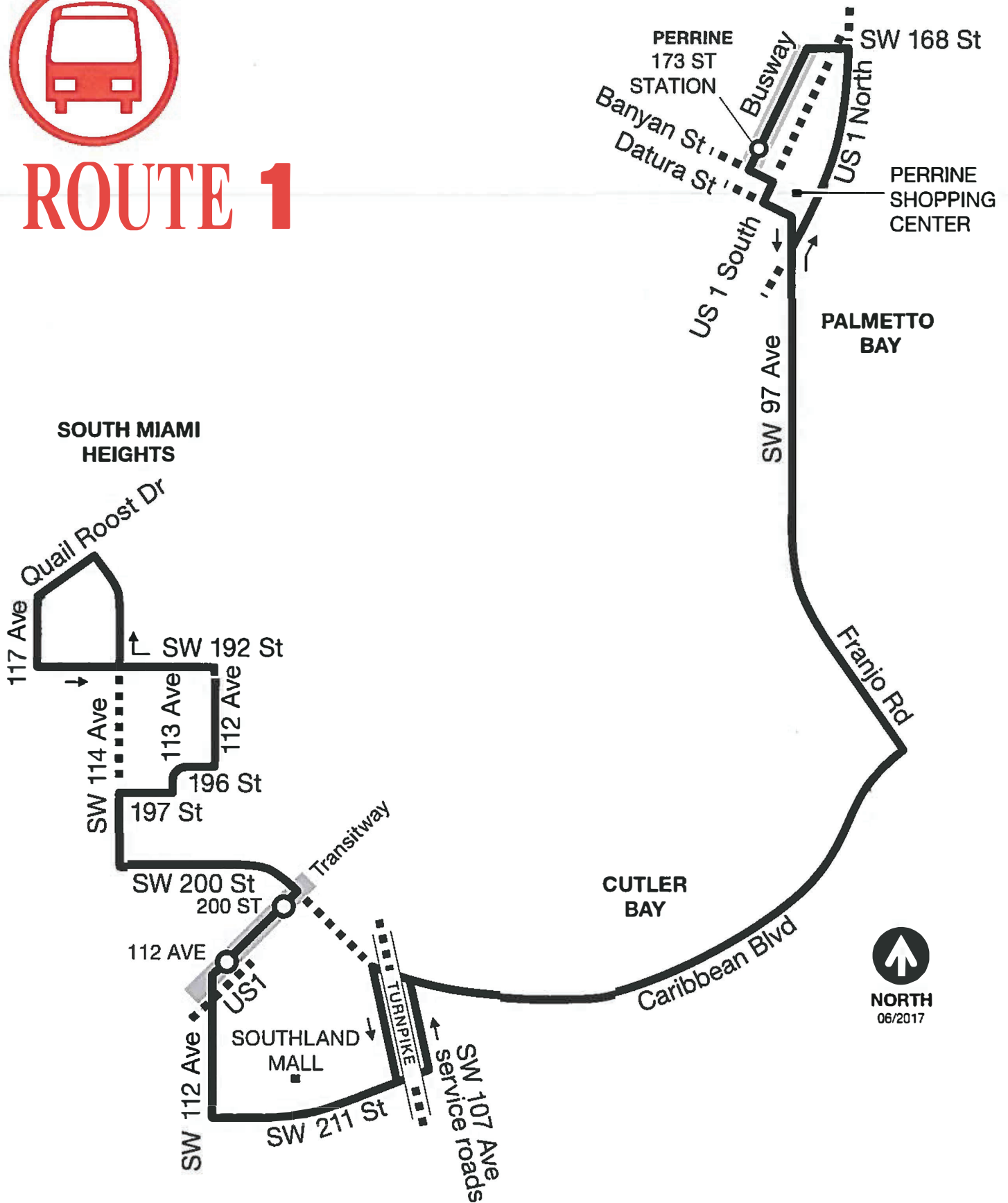
If this item is approved, the County Mayor or County Mayor's Designee will have the authority to exercise all provisions of the contract, excluding extensions or renewals, pursuant to Section 2-1.1 of the Code of Miami-Dade County and pursuant to Implementing Order 3-38.



Jimmy Morales
Chief Operations Officer

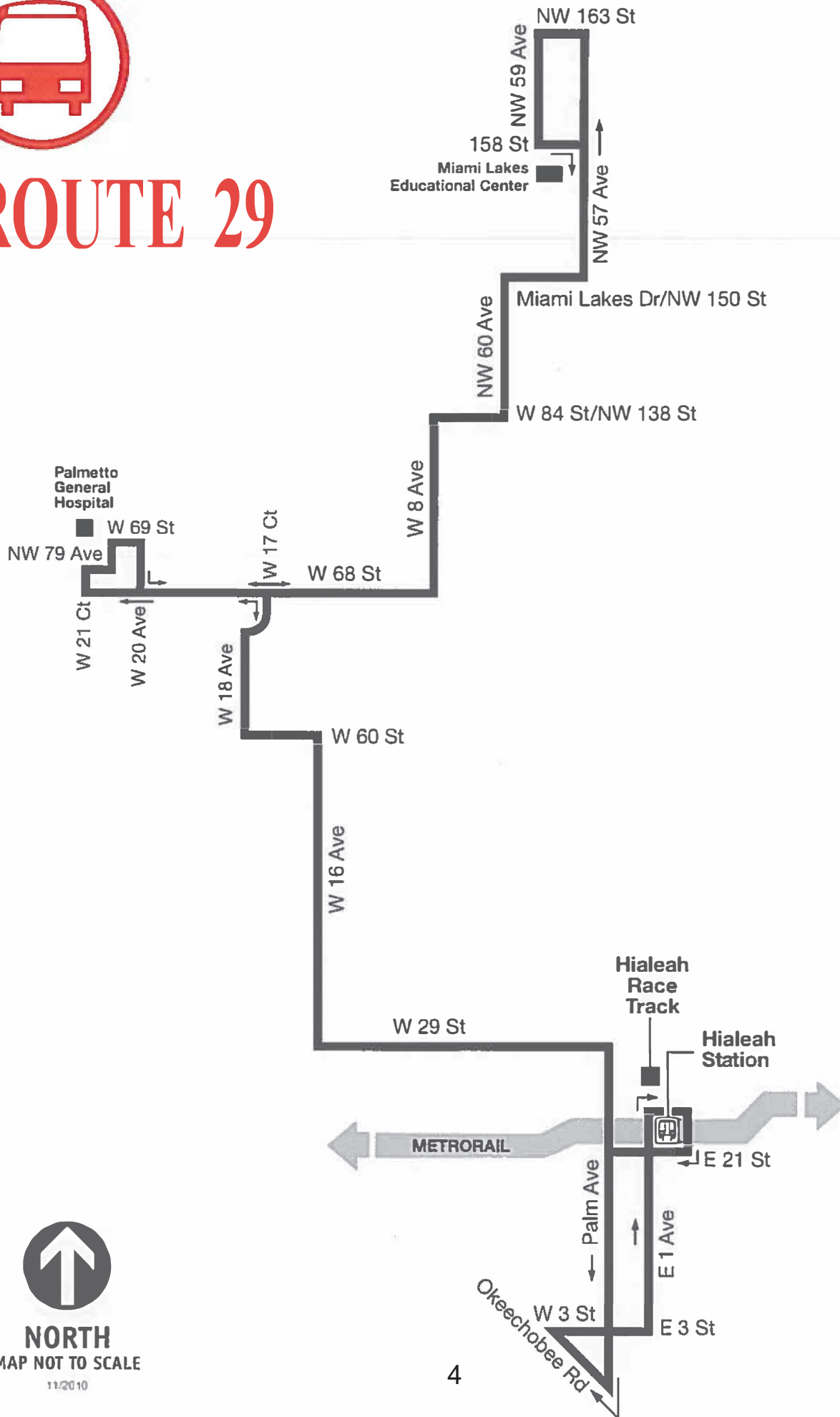


ROUTE 1



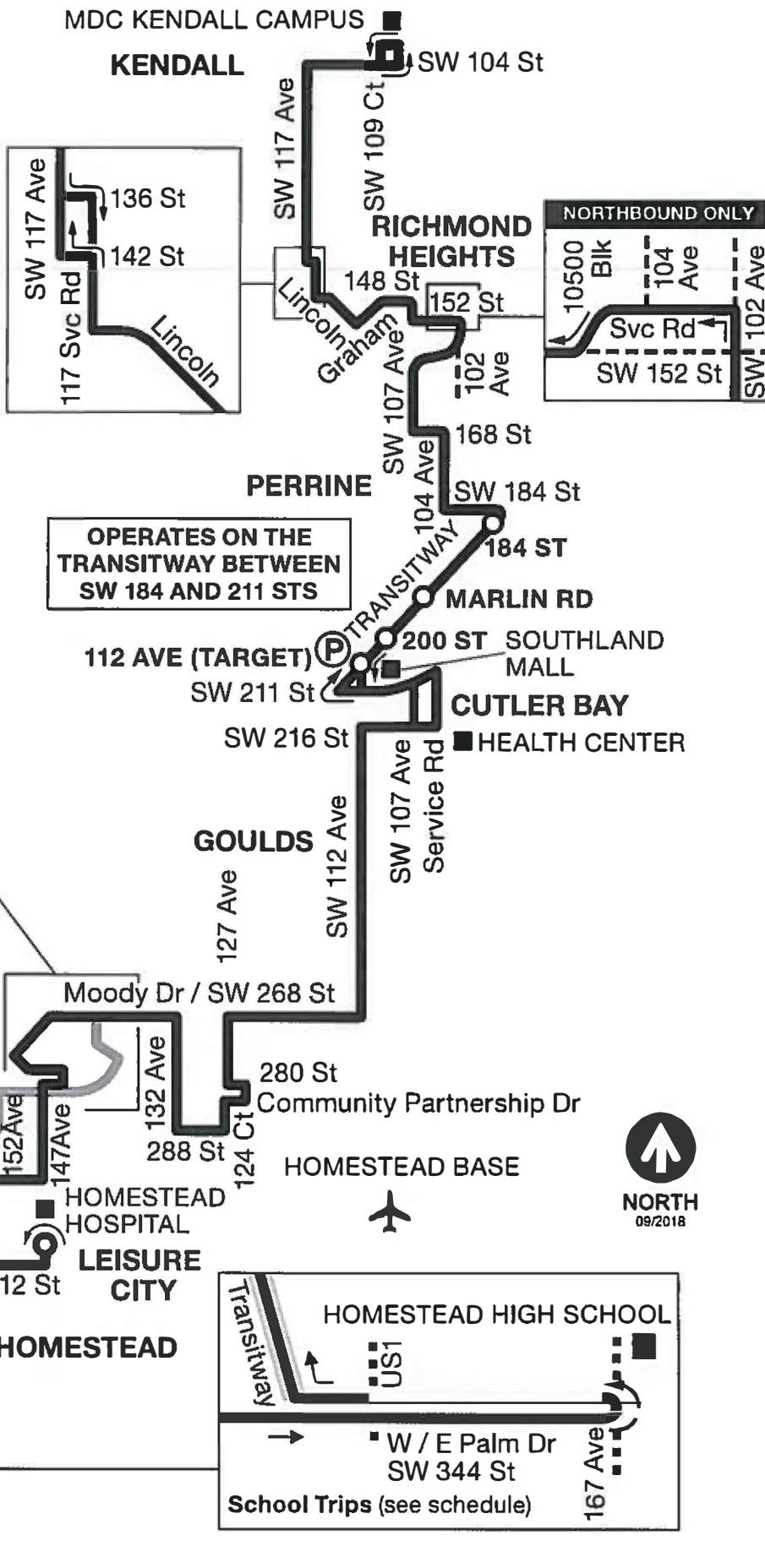


ROUTE 29



NORTH
MAP NOT TO SCALE

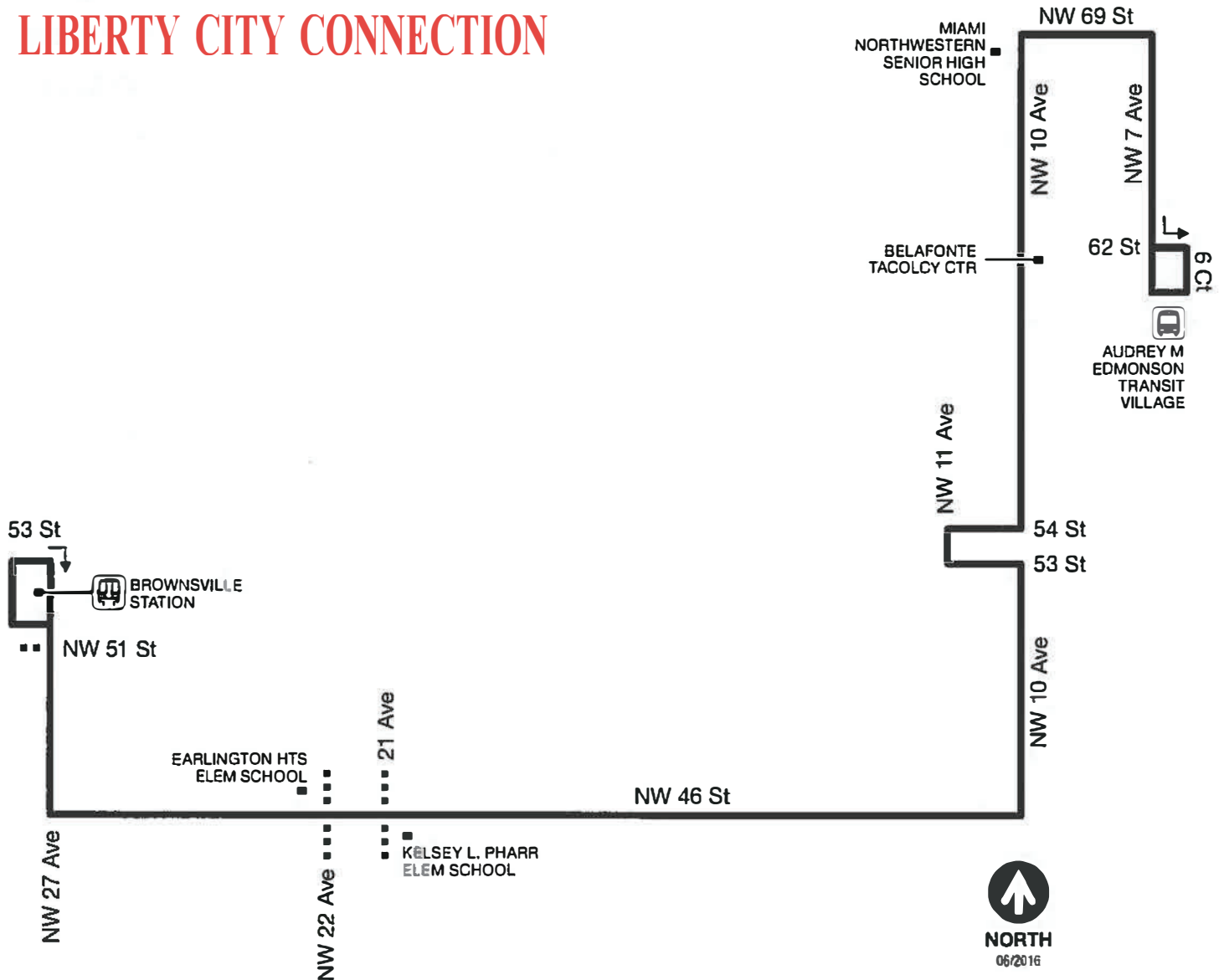
11/2010





ROUTE 46

LIBERTY CITY CONNECTION



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MiamiDadeTransit



@IRideMDT



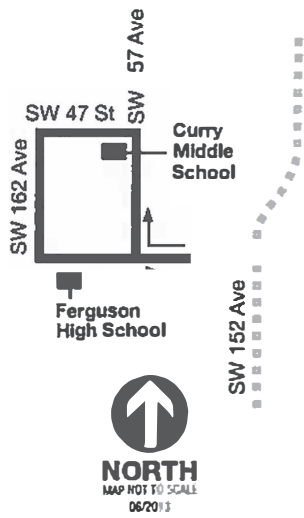
@IRideMDT



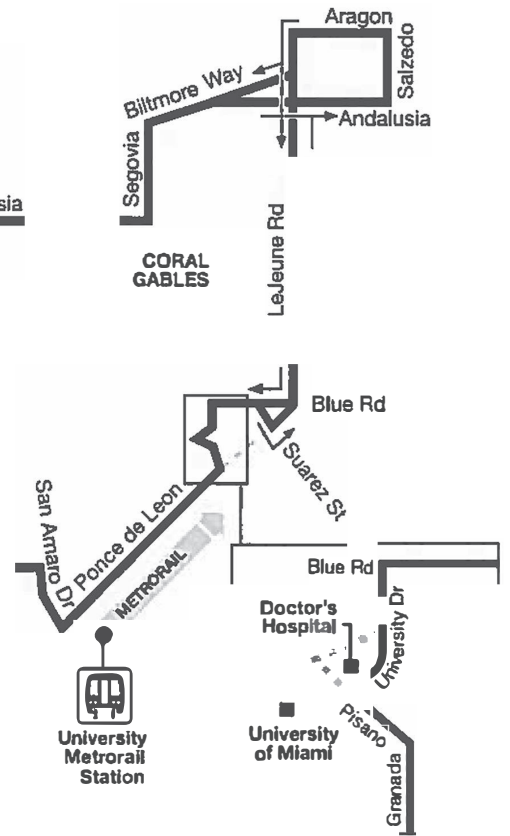
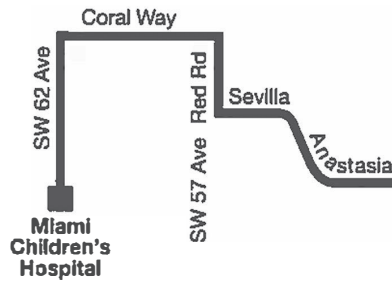
MDT TRACKER / MDT TRANSIT WATCH



ROUTE 56

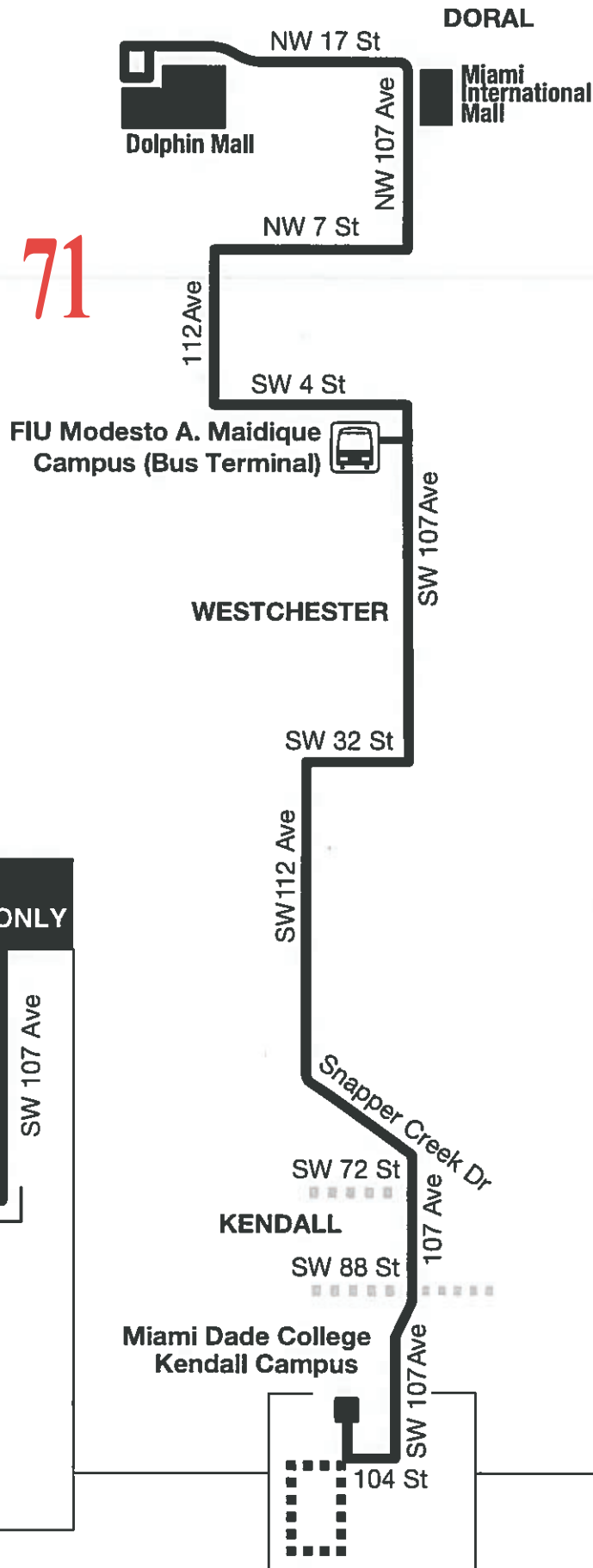


SW 56 St Miller Rd
SOUTH MIAMI

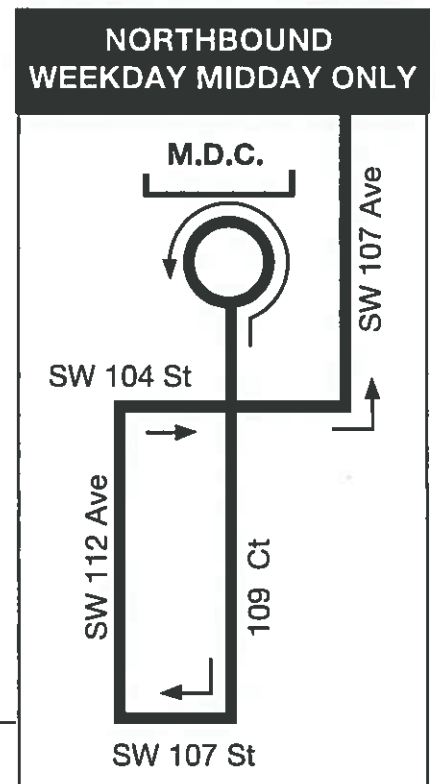
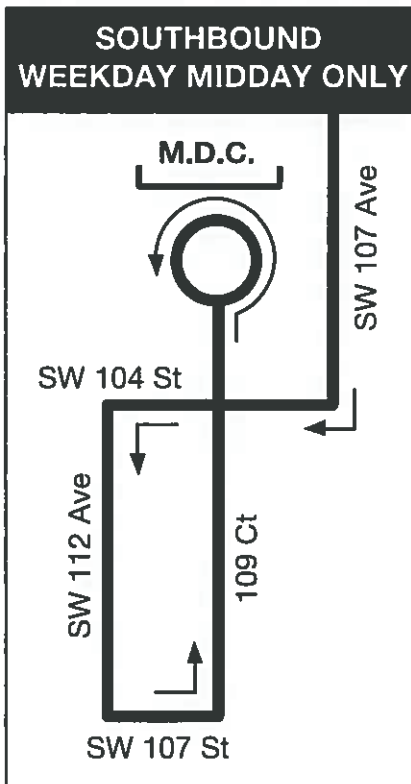




ROUTE 71

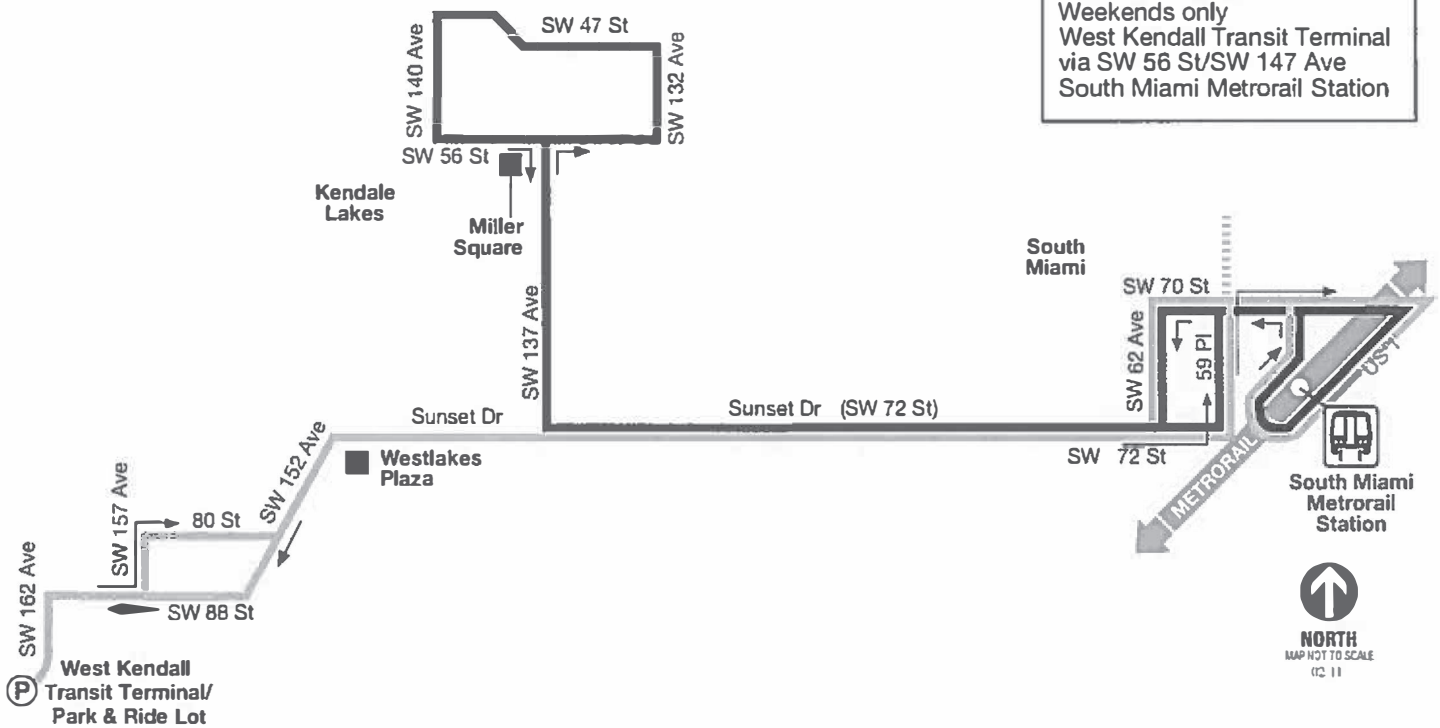
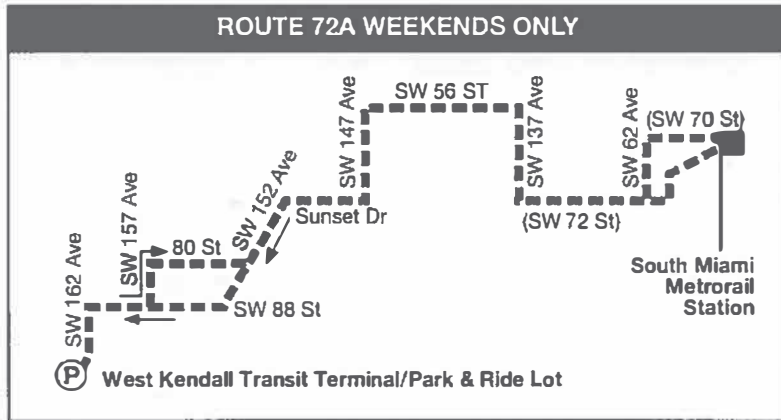


NORTH
MAP NOT TO SCALE
03/2018





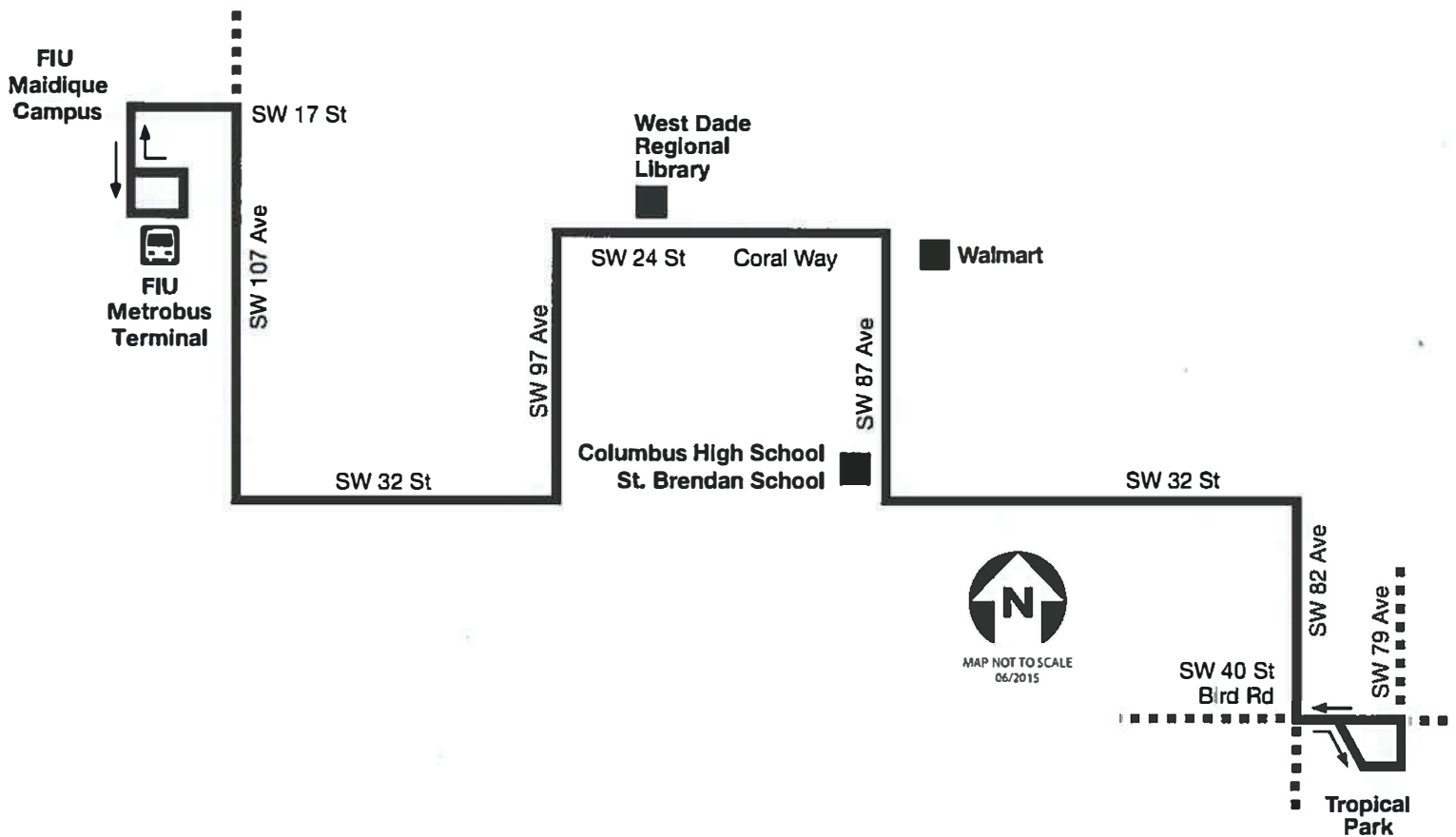
ROUTE 72





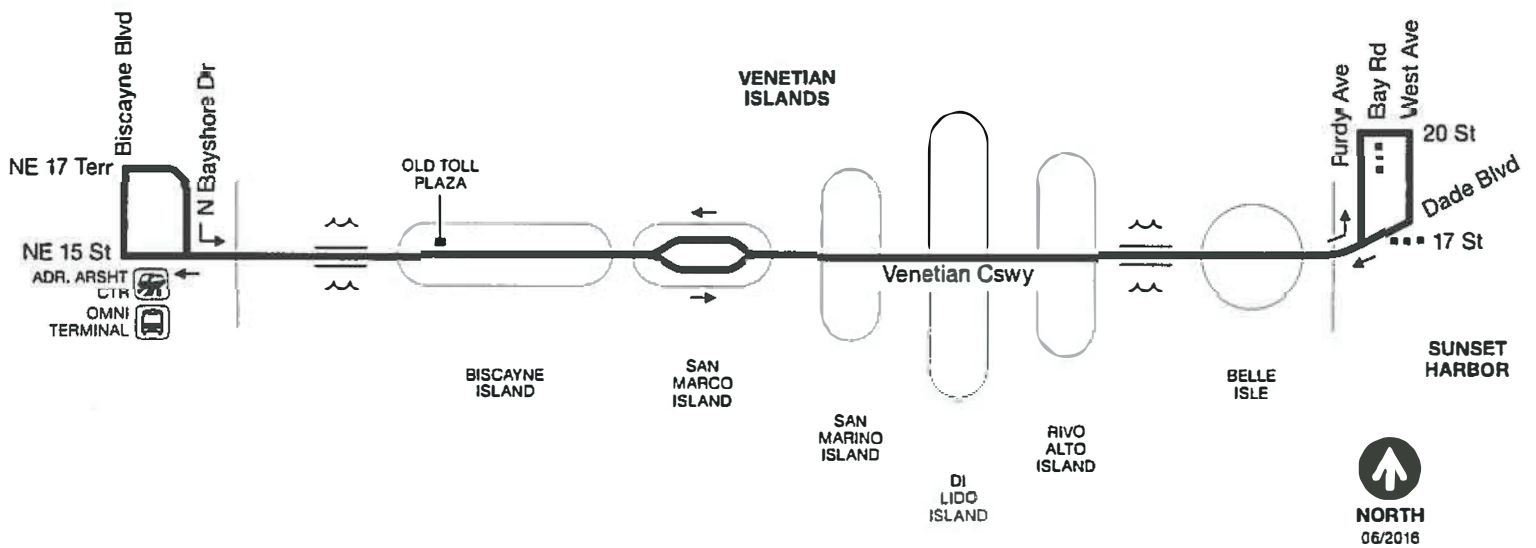
ROUTE 82

WESTCHESTER CIRCULATOR





ROUTE 101A



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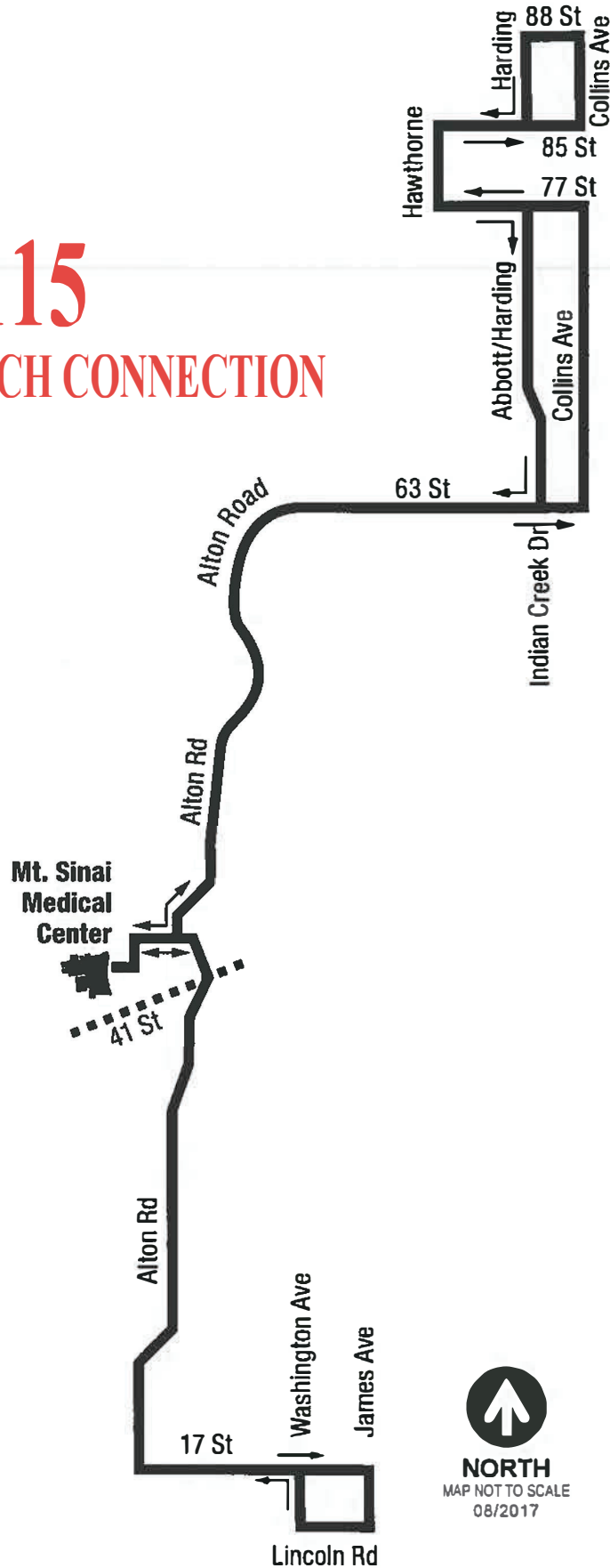
MiamiDadeTransit @IRideMDT @IRideMDT MDT TRACKER / MDT TRANSIT WATCH

MIAMI-DADE COUNTY
DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS



ROUTE 115

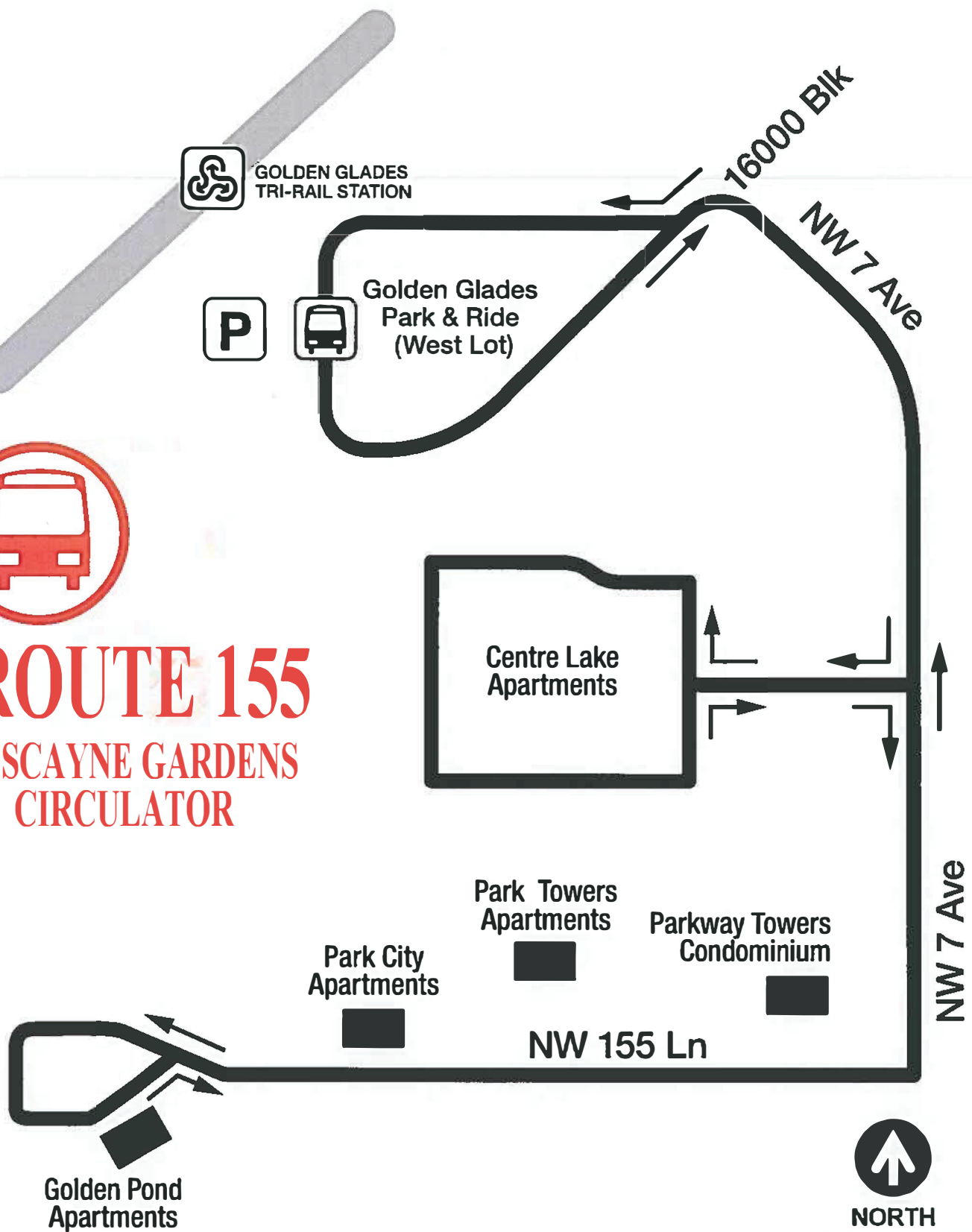
MID NORTH BEACH CONNECTION





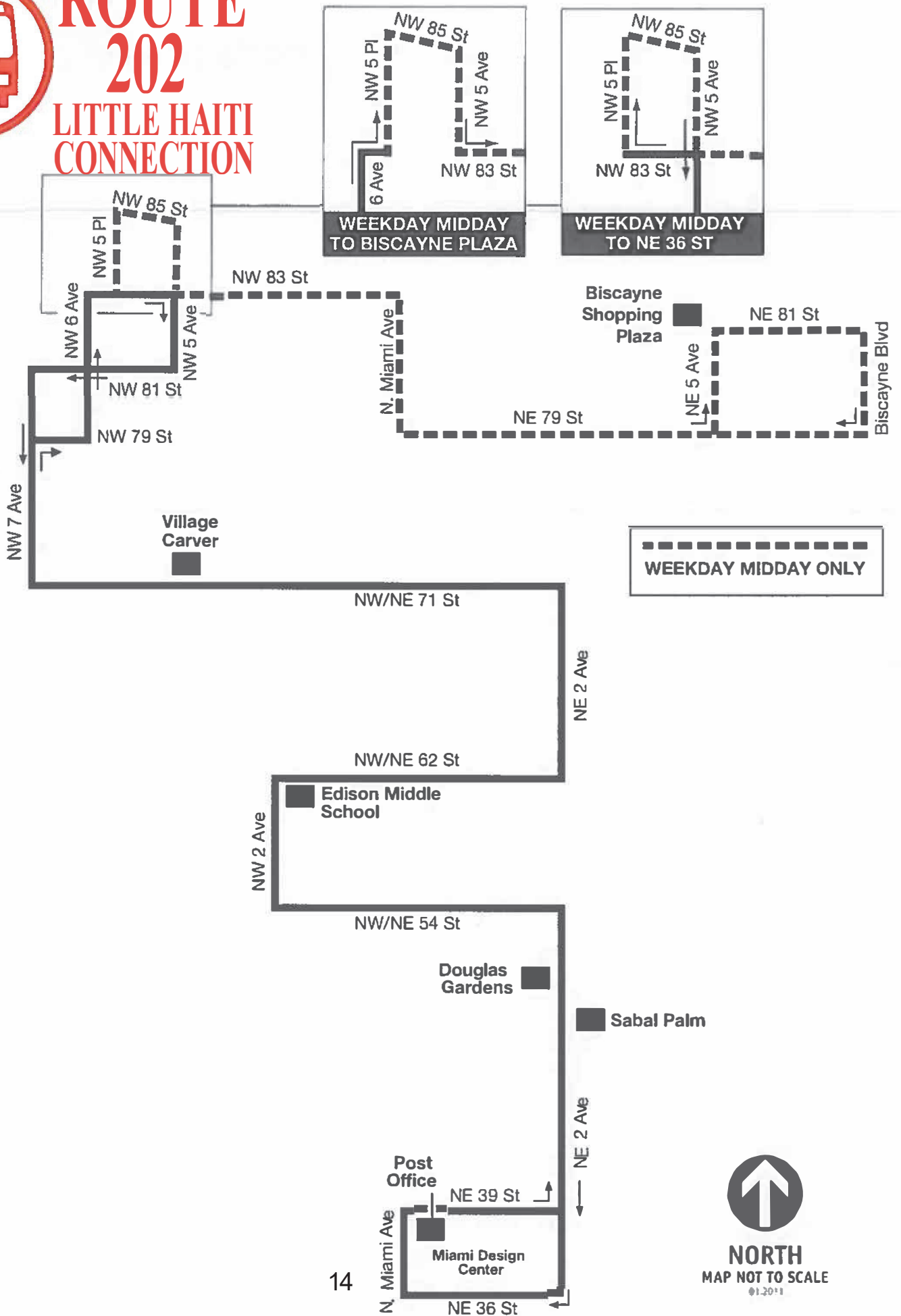
ROUTE 155

BISCAYNE GARDENS CIRCULATOR





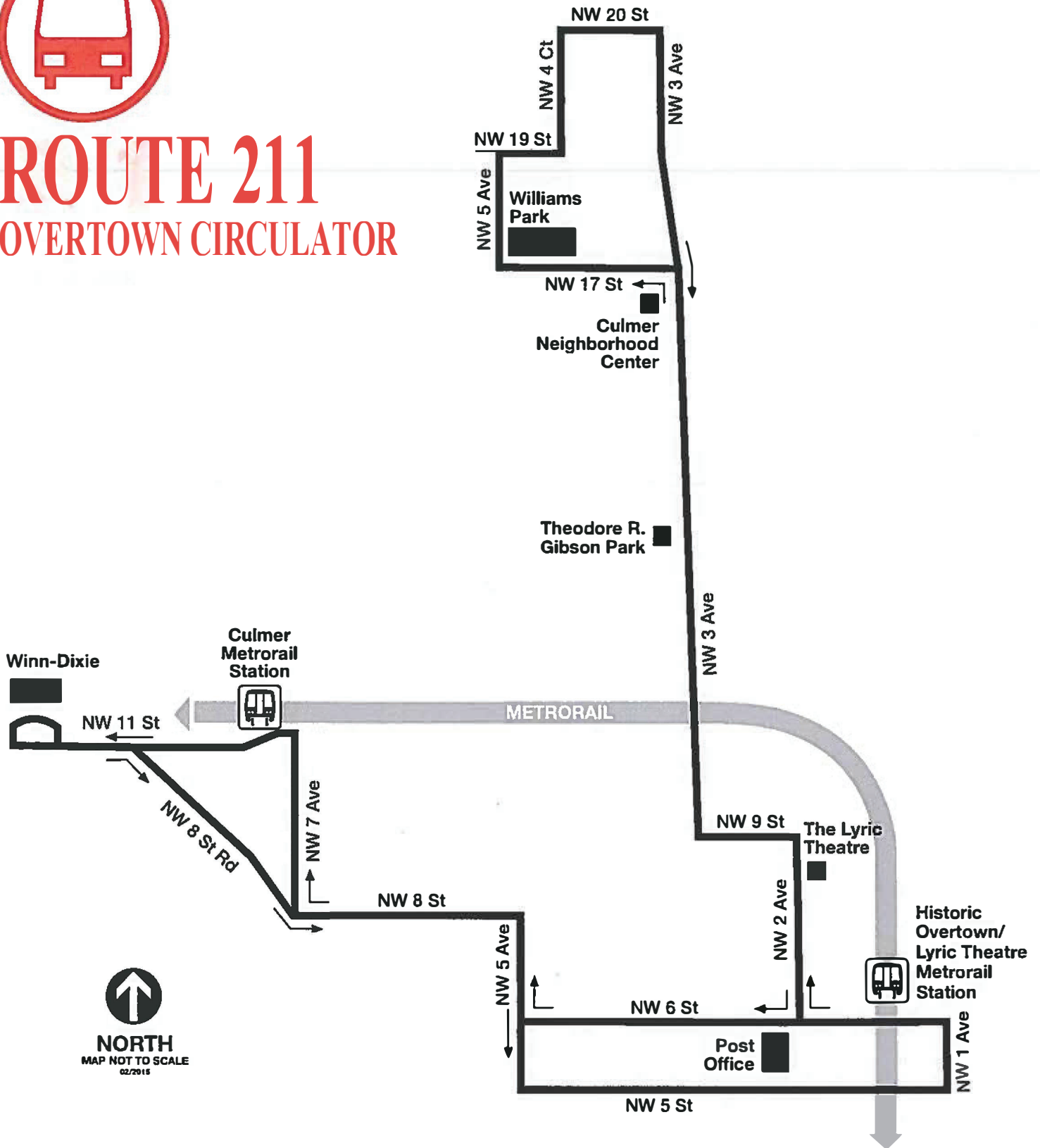
ROUTE 202 LITTLE HAITI CONNECTION

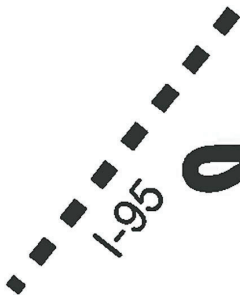




ROUTE 211

OVERTOWN CIRCULATOR





NE 191 St

NE 14 Ave

NE 18 Ave

Miami Gardens Dr

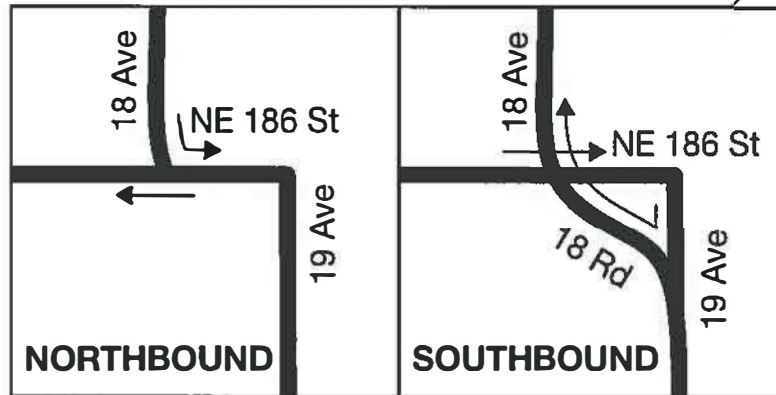
NE 186 St

SHOPS AT
SKYLAKE



ROUTE 210

SKYLAKE
CIRCULATOR



NE 19 Ave

NE 167 St

NORTH
MIAMI
BEACH

WALMART

163 ST
MALL

NE 15 Ave

NE 163 St



NORTH
08/2017

NE 12 Ave



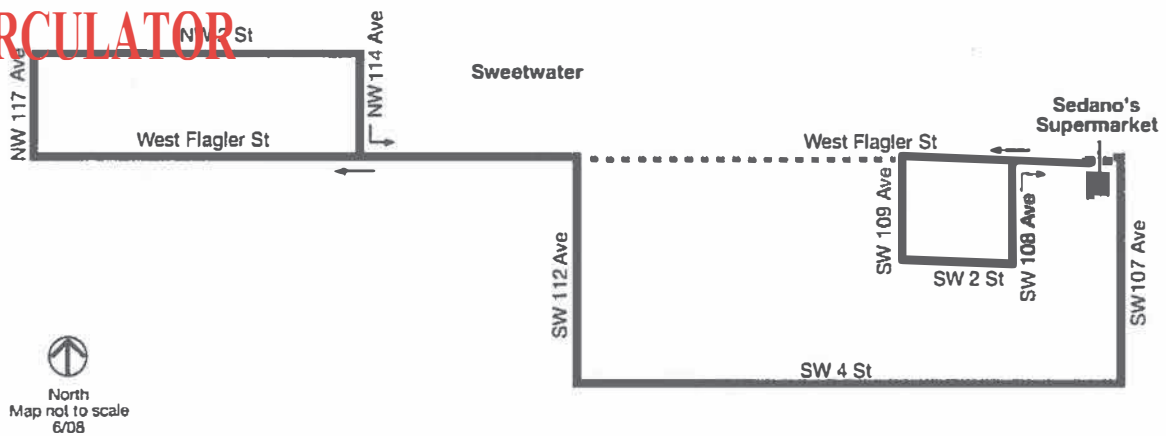


ROUTE 212

SWEETWATER CIRCULATOR



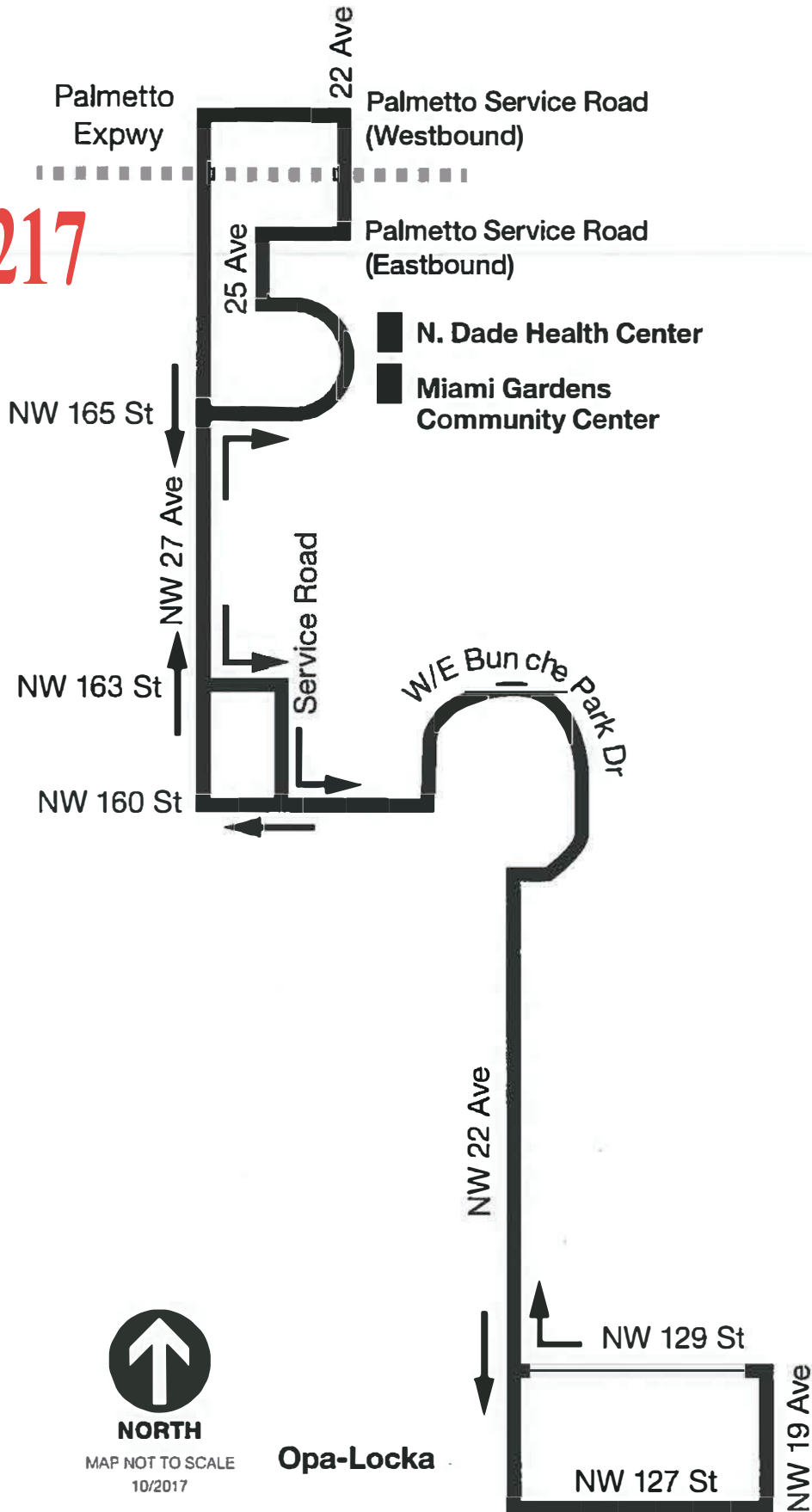
CIRCULATOR

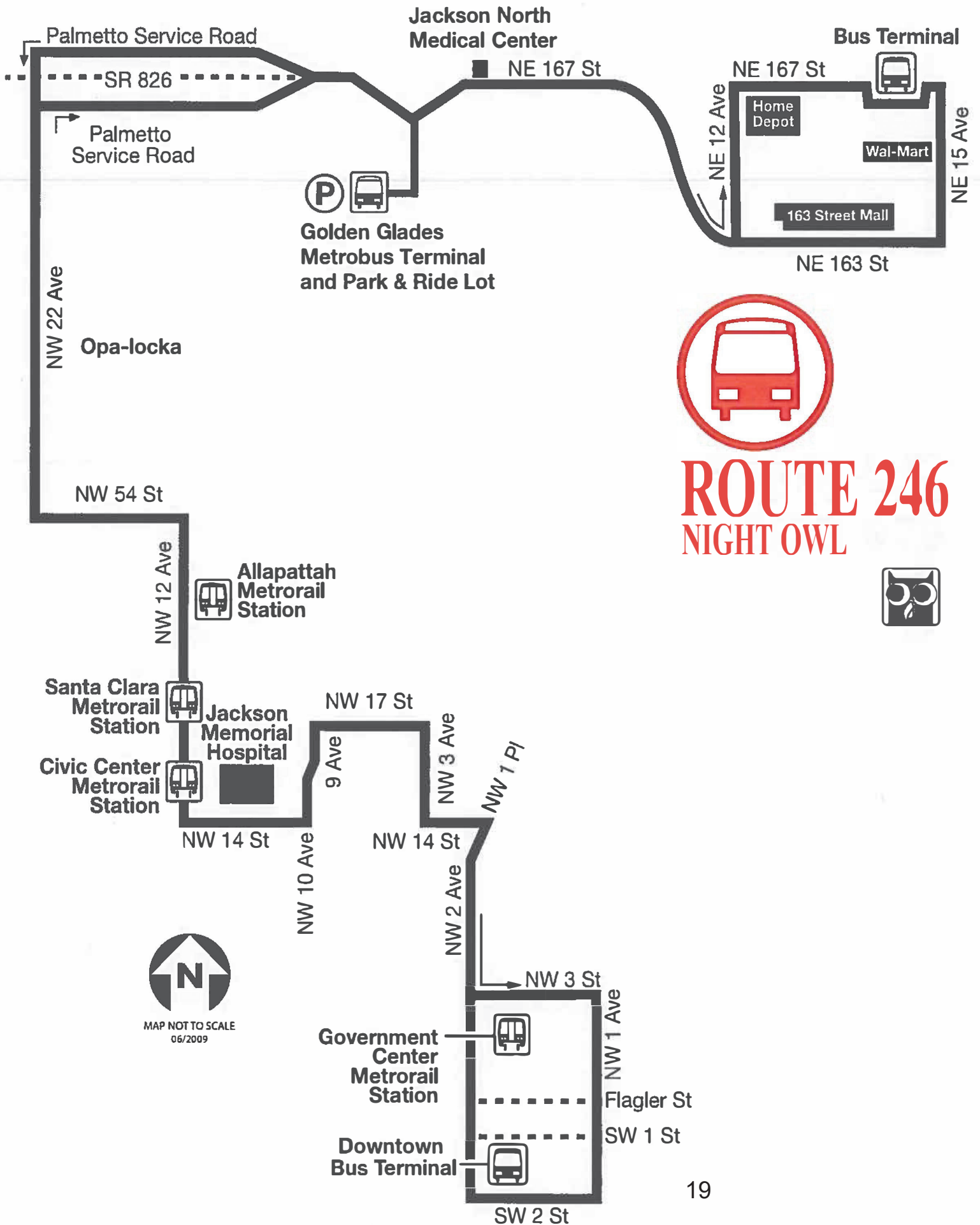




ROUTE 217

BUNCHE PARK CIRCULATOR





ROUTE 246

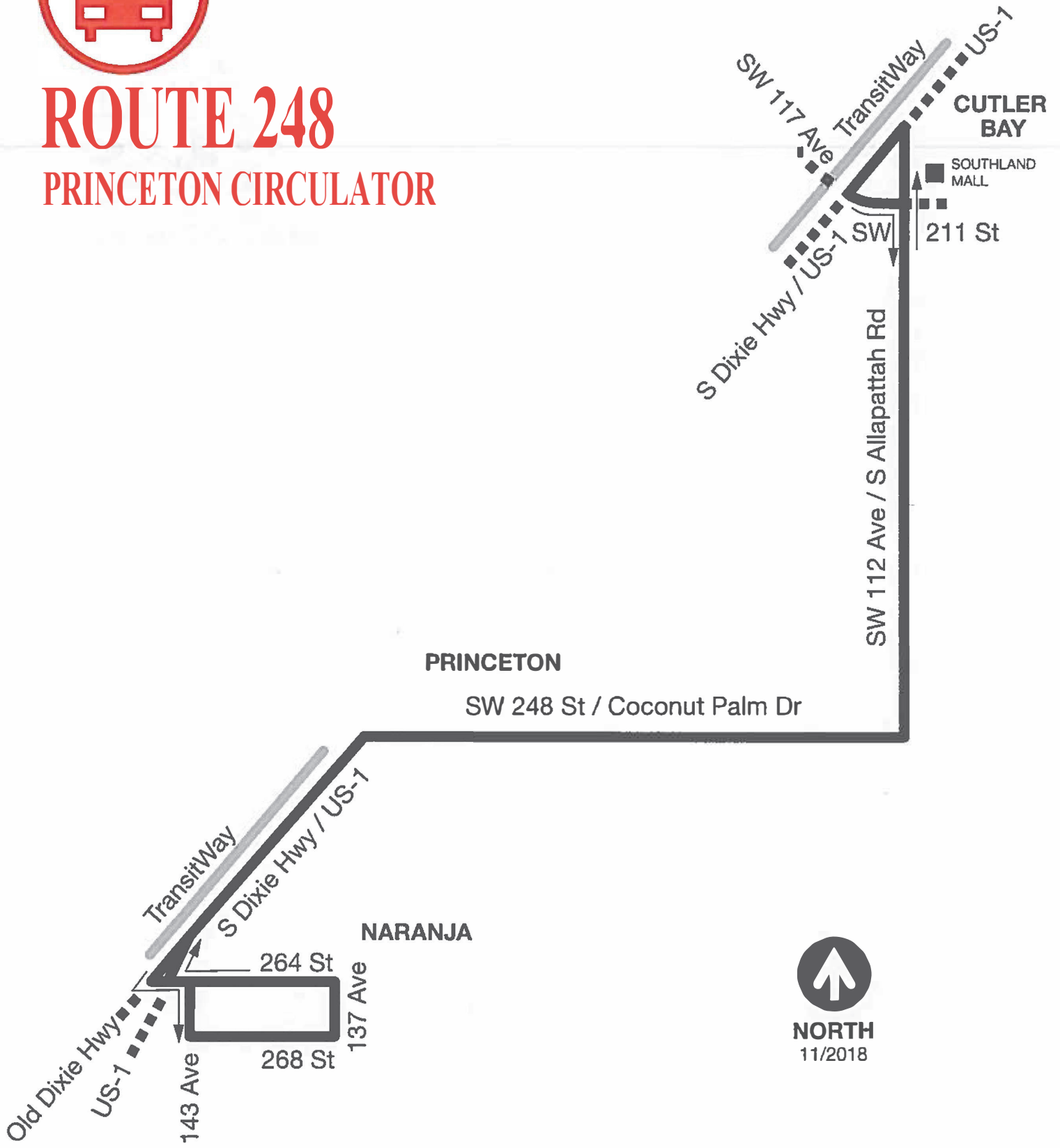
NIGHT OWL





ROUTE 248

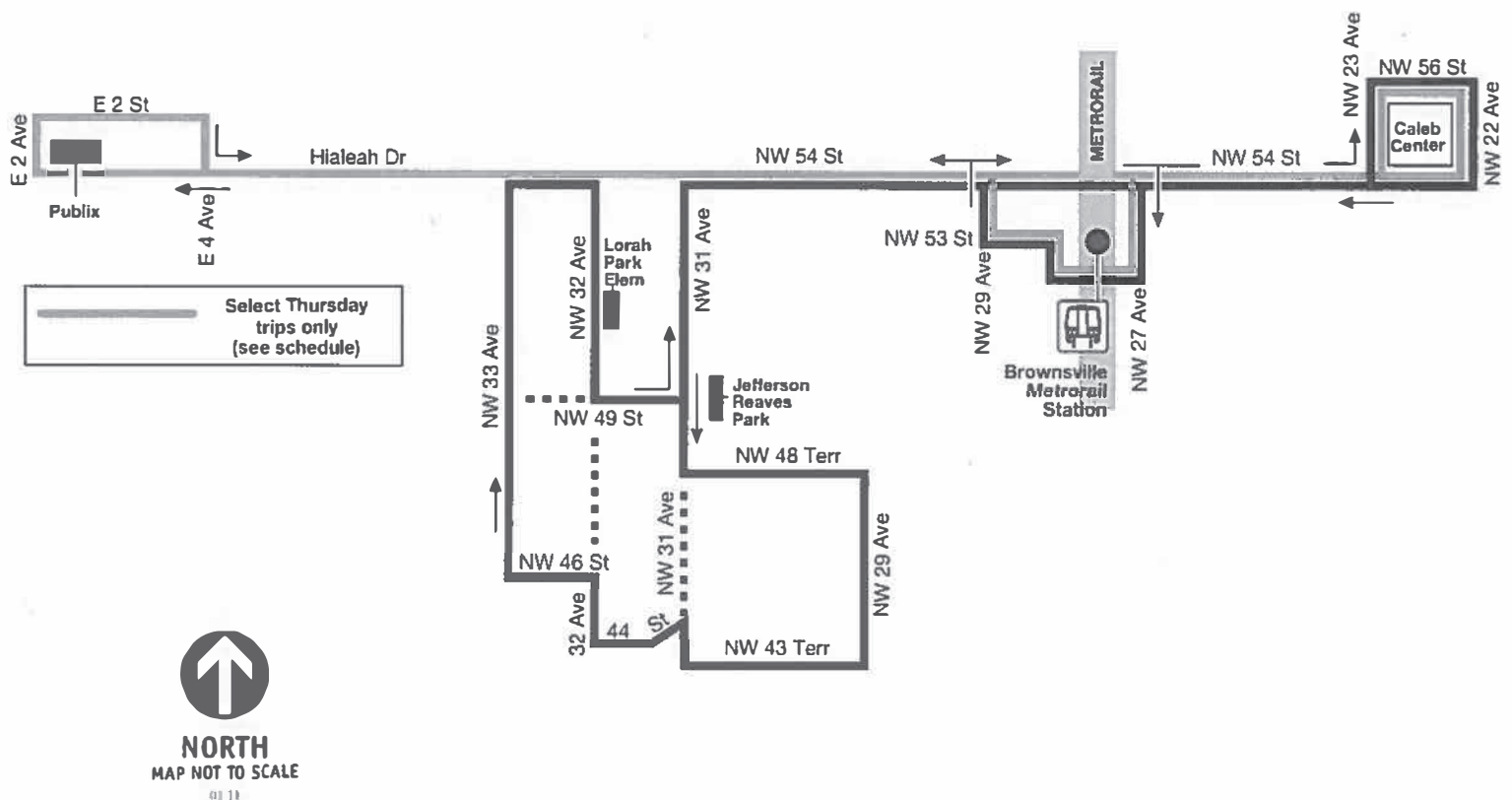
PRINCETON CIRCULATOR





ROUTE 254

BROWNSVILLE CIRCULATOR





ROUTE 267

LUDLAM LIMITED

Palmetto Expressway

826

Windmill Gate Rd

Loch Ness

MIAMI LAKES

Miami Lakeway N

Main Street

Miami Lakeway S

W 78 St

HIALEAH

W 68 St

W 49 St

W 37 St

Okeechobee Road



Okeechobee
Metrorail
Station

A.M. - SOUTHBOUND ONLY
P.M. - NORTHBOUND ONLY



LIMITED STOP



PARK & RIDE LOT

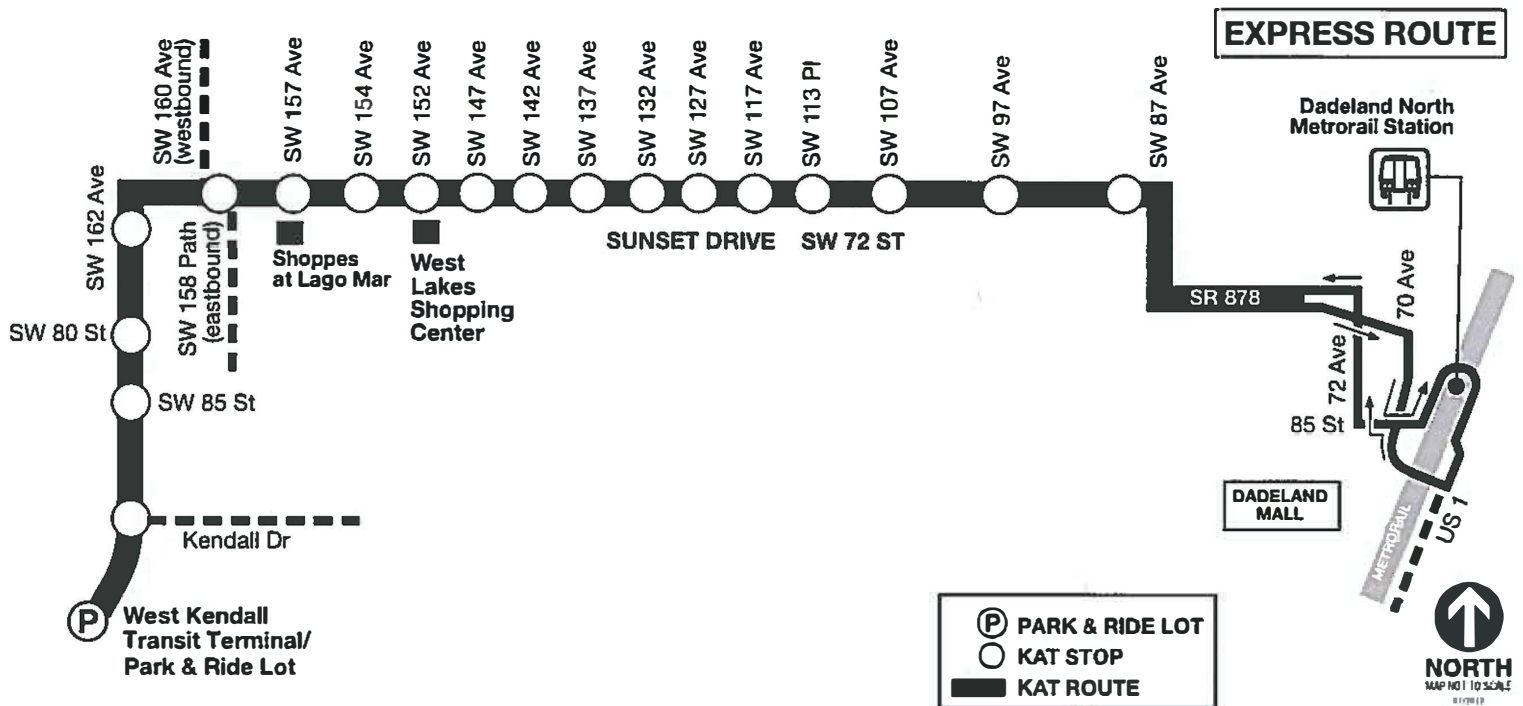


NORTH
MAP NOT TO SCALE
02.2012



ROUTE 272

SUNSET KAT



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MDT TRACKER | EASY PAY MIAMI | MDT TRANSIT WATCH



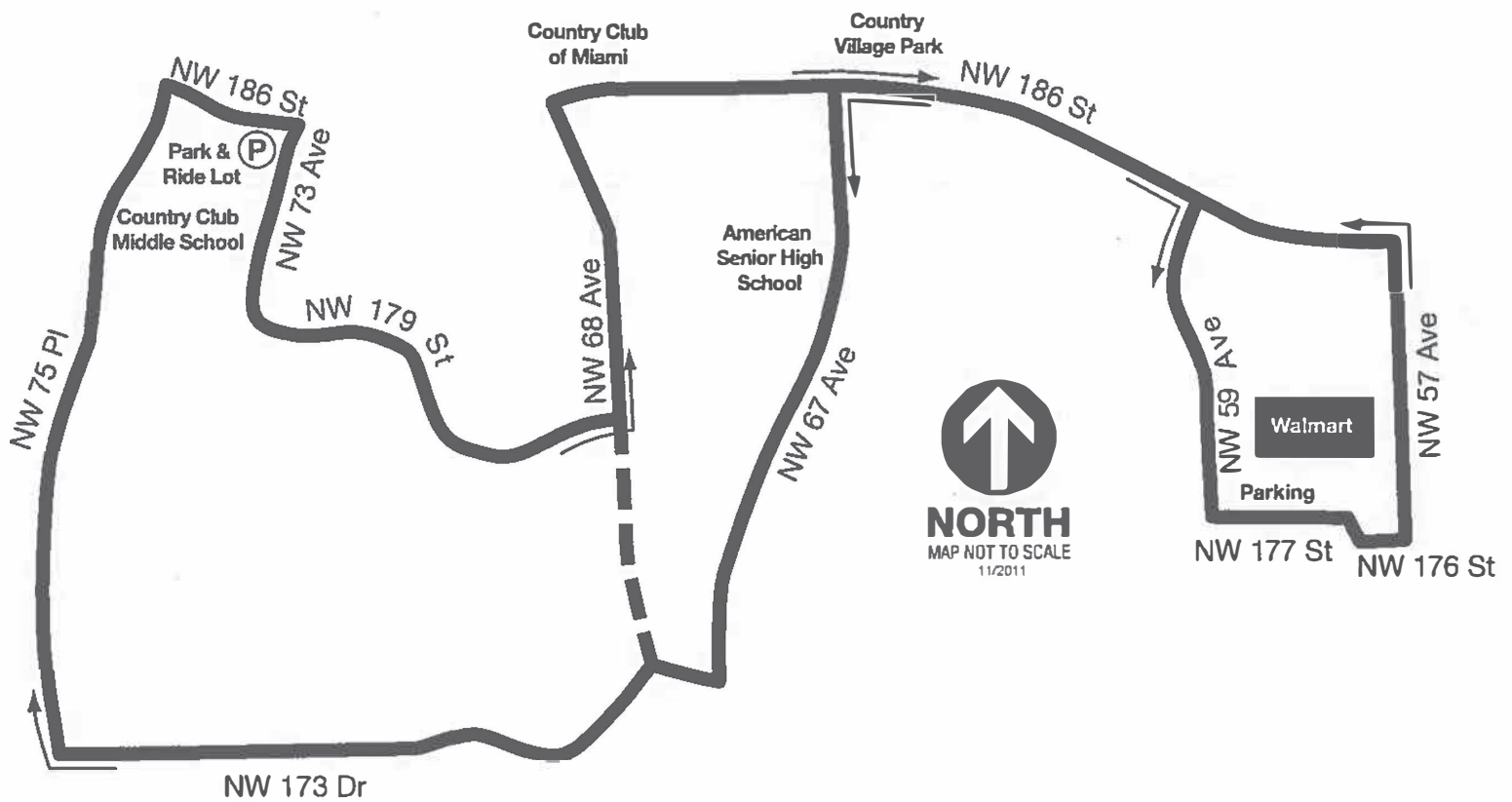
INFORMATION - INFORMACIÓN - ENTOMASYON
311 (305.468.5900) TDD: 305.468.5402





ROUTE 286

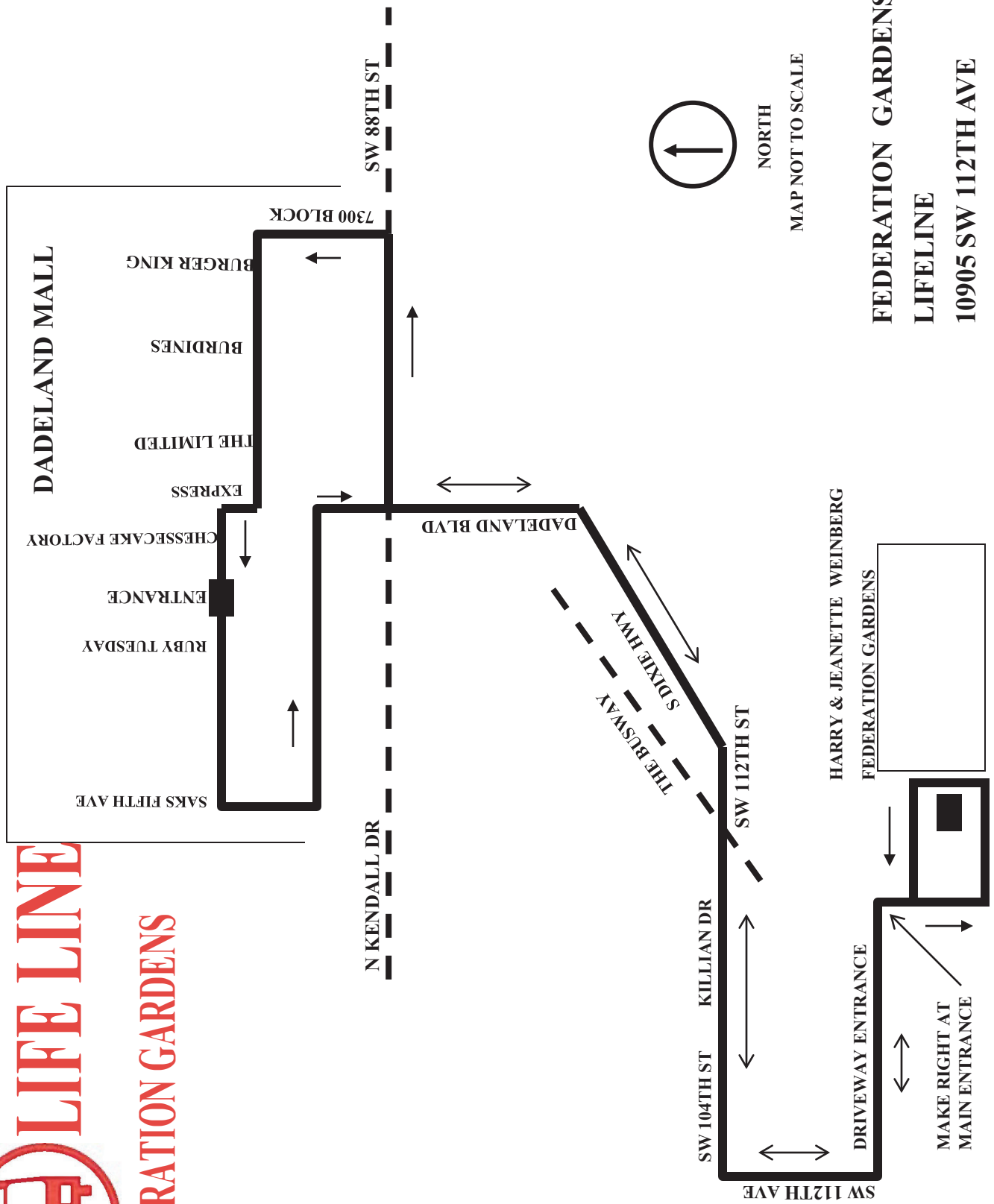
NORTH POINTE CIRCULATOR







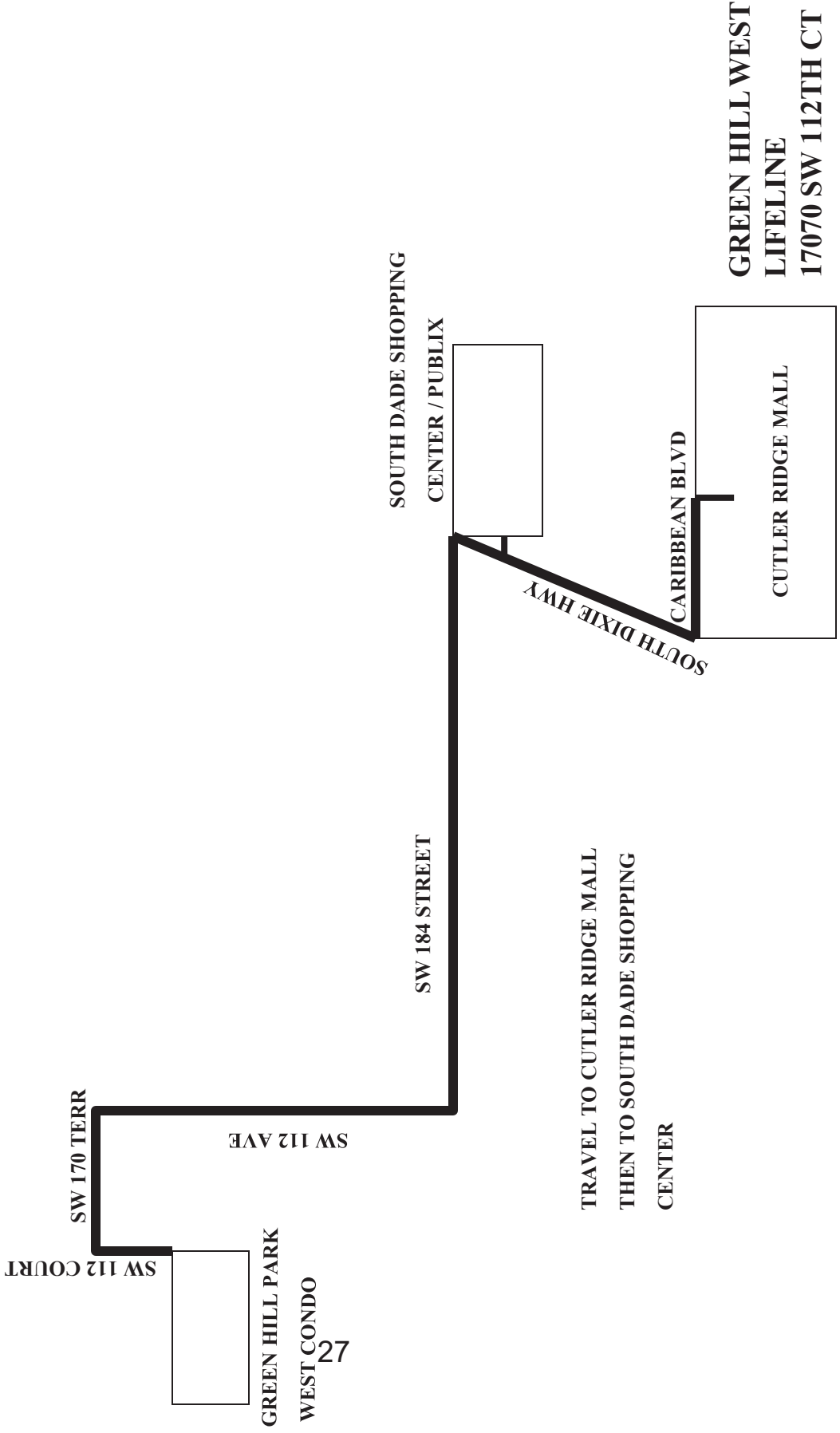
FEDERATION GARDENS





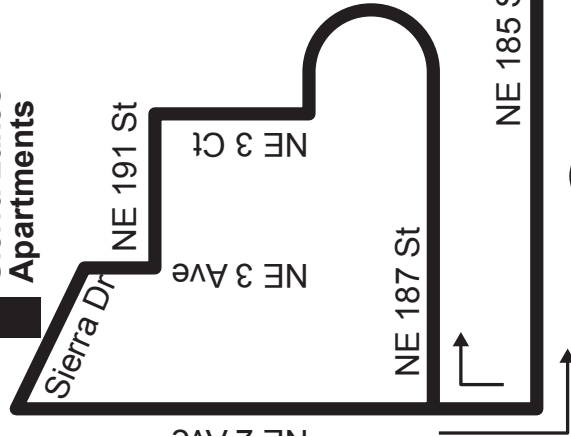
LIFE LINE

GREEN HILL WEST





Sierra Lakes
Apartments



NE 191 St
NE 3 Ave
NE 3 Ct

Riviera
Apartments

SERVICE ALL
STOPS ON LOOP

NE 191 St

NE 14 Ave

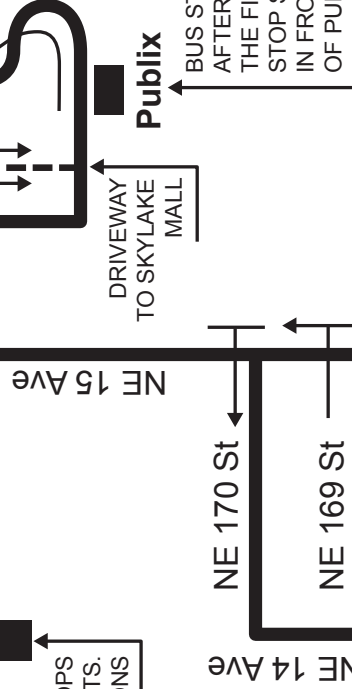
NE 185 St

NE 187 St



EFFECTIVE: April 1, 2011

BUS STOPS
NEAR WILSHIRE APTS.
IN BOTH DIRECTIONS



NE 14 Ave
NE 170 St
NE 169 St
NE 167 St

Wal-Mart

Driveway

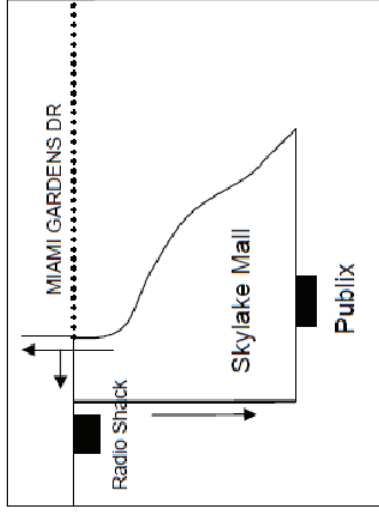
Miami Gardens Dr

NE 15 Ave

DRIVEWAY
TO SKYLAKE
MALL

Publix

BUS STOP
AFTER
THE FIRST
STOP SIGN
IN FRONT
OF PUBLIX



Sierra Lakes Lifeline

OPERATES EVERY FRIDAY

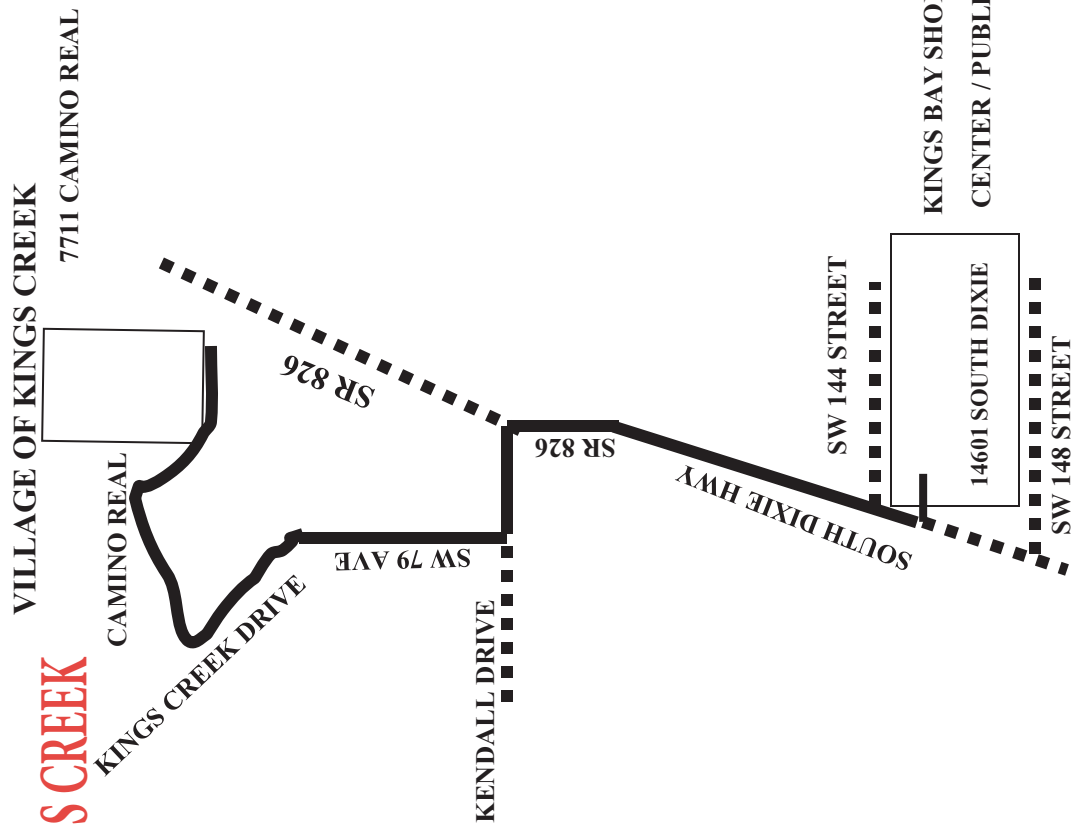
SIERRA LAKES	WILSHIRE	JADE WINDS	SKYLAKE PUBLIX	MARLEN GARDENS	WAL-MART
10:00 a.m.	10:08 a.m.	10:13 a.m.	10:17 a.m.	10:24 a.m.	10:28 a.m.
11:03 a.m.	11:11 a.m.	11:16 a.m.	11:20 a.m.	11:27 a.m.	11:31 a.m.
12:14 p.m.	12:22 p.m.	12:27 p.m.	12:31 p.m.	12:38 p.m.	12:42 p.m.
1:25 p.m.	1:33 p.m.	1:38 p.m.	1:42 p.m.	1:49 p.m.	1:53 p.m.

WAL-MART	MARLEN GARDENS	SKYLAKE PUBLIX	JADE WINDS	WILSHIRE	SIERRA LAKES
10:30 a.m.	10:34 a.m.	10:42 a.m.	10:46 a.m.	10:51 a.m.	10:59 a.m.
11:41 a.m.	11:45 a.m.	11:53 a.m.	11:57 a.m.	12:02 p.m.	12:10 p.m.
12:52 p.m.	12:56 p.m.	1:04 p.m.	1:08 p.m.	1:13 p.m.	1:21 p.m.
1:55 p.m.	1:59 p.m.	2:07 p.m.	2:11 p.m.	2:16 p.m.	2:18 p.m.



LIFE LINE

VILLAGE OF KINGS CREEK



**VILLAGE OF KINGS CREEK
LIFELINE**



LIFE LINE

AHEPA

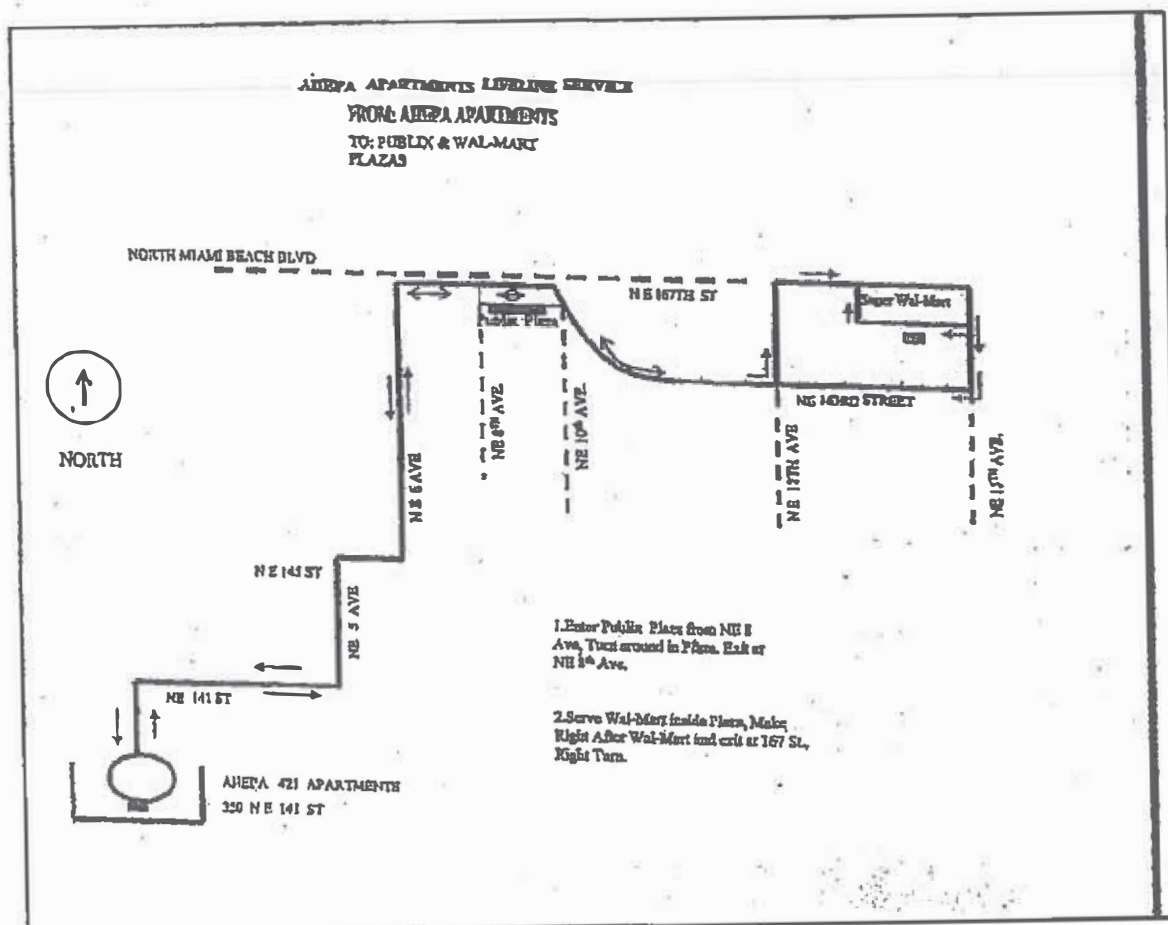
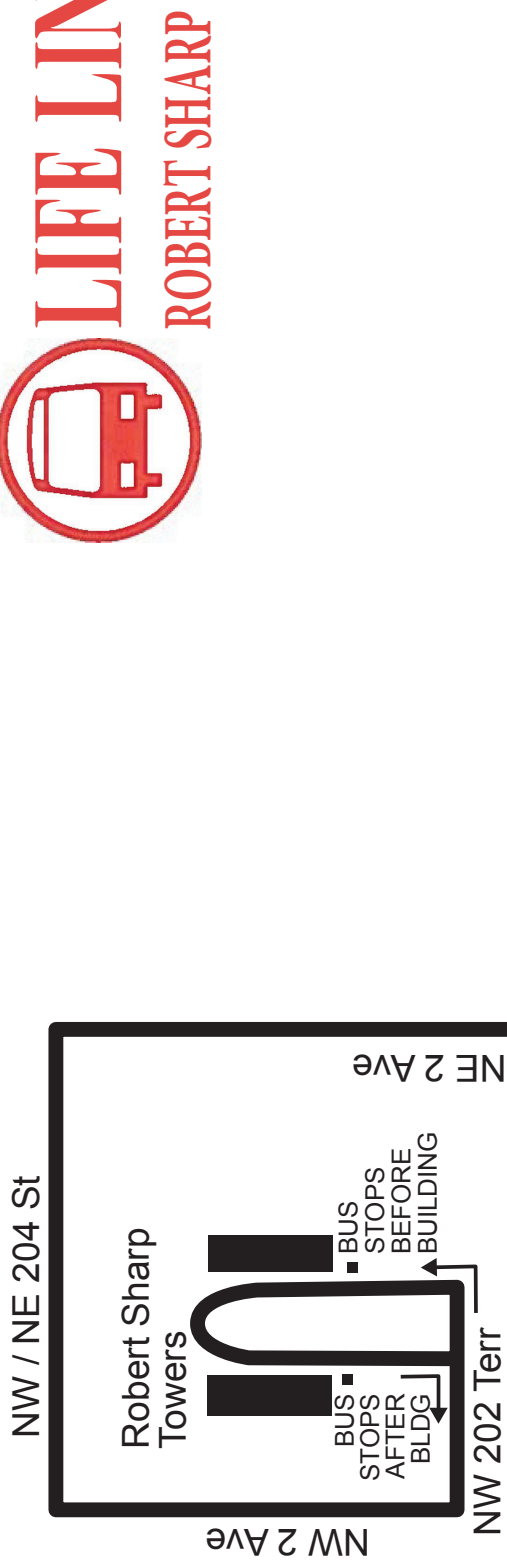


Figure 14: Ahepa Lifeline Map



ROBERT SHARP LIFE LINE OPERATES EVERY WEDNESDAY

DEPART ROBERT SHARP TOWERS	ARRIVE AT AVENTURA MALL	DEPART AVENTURA MALL	ARRIVE AT ROBERT SHARP TOWERS
10:00 a.m.	10:35 a.m.	10:37 a.m.	11:14 a.m.
11:20 a.m.	11:55 a.m.	12:05 p.m.	12:42 p.m.
1:00 p.m.	1:35 p.m.	1:37 p.m.	2:14 p.m.



NORTH
MAP NOT TO SCALE

EFFECTIVE: April 6, 2011

MARKET RESEARCH

Contract No.: To be determined	Recommendation: ☐ Exercise OTR ☐ Non-Competitive Acquisition ☒ Solicit Competition ☐ Access Contract ☐ Other
Title: Contracted Route Services	
Procurement Contracting Officer/Associate:	

Background:

Miami-Dade County’s Department of Transportation and Public Works (DTPW) is seeking to establish a new term contract for purchase of fixed bus route transportation services 23 routes and six Life Lines: 1, 29, 35/35a, 46, 56, 71, 72, 82, 101, 115, 202, 210, 211, 212, 217, 246, 248, 254, 267, 272, 286, 344, and the Biscayne Gardens Circulator (route 155), as well as Life Line routes Green Hills, Kings Creek, Sierra Lakes, Robert Sharp, Ahepa, and Federation Gardens. The Life Line routes, which are required by State Statute, provide transportation services for the elderly and disadvantaged. These routes operate once a week for a few hours per day primarily from senior centers to markets or mall locations.

Currently, the County is accessing the City of Miami contract no. 18483 (RFP no. 256244). DTPW’s agreement is due to expire on February 27, 2021. The contract has an additional one-year extension remaining.

Research Conducted:

Market Research conducted demonstrated that many transit agencies around Florida are purchasing services in an effort to improve operational efficiency and lower cost. Transit agencies and municipalities that purchase services are provided a unique opportunity to focus on expanding public interest, increasing ridership, and improve transportation service to the public. For this Market Research, both state and local fixed route agreements were reviewed (see attached Contractor Rates).

There has been a significant change in the market as contracting of fixed bus routes is a much sought out service by many Transit agencies and municipalities. Large transit agencies such as DTPW and cities may benefit from contracted fixed route services based on specific needs in particular geographic locations, customer demand, and traffic patterns. Contracting out the fixed routes listed in this market research facilitates the use of smaller vehicles which are convenient for routes that travel through neighborhoods. Such routes may be utilized as feeder bus routes that provide connectivity to transfer points such as metro rail stations and bus rapid transit systems. Neighborhoods may benefit from the use of smaller buses as it minimizes the impact on traffic congestions.

Potential Vendors:

A number of vendors were identified that may provide transportation services including but not limited to MV Transportation, RATP Dev USE, Inc. formerly known as McDonald Transit Associates, Inc., America’s Transportation, Limousines of South Florida, Inc. (LSF), and other vendors under Miami-Dade County commodity codes 961-74, 962-17, and 975-14.

Recommendation:

After a detailed review of the above Market Research, DTPW recommends the continuation of the access agreement with the City of Miami.

The Market Research conducted revealed that 55% of the transit agencies surveyed have higher rates than DTPW's pricing under the current Agreement. Thus, the County will benefit from accessing the current contract from the City of Miami and the subsequent extension in order to avoid any increase in cost and any interruption of service.

Project Manager: _____

Date: _____

CONTRACTOR RATES

Municipality	Date Verified	Hourly Rate	Type of Vehicle	Vehicle Provided By	Services Provided By	Service Provider provides (Driver, Fuel, etc.)
Town of Cutler Bay	Nov-20	\$106.00 per hour	Minibus	DTPW	DTPW	Maintenance, Fuel, Drivers, Dispatchers, Supervisors
Bay Harbor Islands	Nov-20	\$40.76 per hour	Cutaways	LSF	LSF	Vehicle, Maintenance, Fuel, Drivers, Dispatchers, Supervisors
Broward County	Nov-20	\$43.00 per hour for routes 15 and 56W Cutaway Bus \$51.00 per hour for route 23 (split route) Split Shifts and 40 foot bus	Cutaways (rt 15, 56) 40 foot transit buses (rt 23)	Broward County	LSF	Drivers, Dispatchers, Supervisors, Maintenance
City of Aventura	Nov-20	\$60.00 per hour	Cutaways	RTW Management, Inc.	RTW Management, Inc.	Vehicle, Maintenance, Fuel, Drivers, Dispatchers, Supervisors
City of Doral	Nov-20	\$59.84 per hour	Trolley	City of Doral	LSF	Maintenance , Fuel Drivers, Dispatchers, Supervisors
City of Homestead	Nov-20	\$62.10 per hour	Trolley	City of Homestead	LSF	Maintenance, Drivers, Dispatchers, Supervisors
City of Miami	Nov-20	\$43.58 per hour for trolleys \$45.09 for use of LSF cutaways	Trolley Cutaways	City of Miami	LSF	Maintenance, Drivers, Dispatchers, Supervisors,
City of Miami Beach	Nov-20	\$78.21 per hour - regular trolley \$89.75 per hour low floor Trolley	Trolley	LSF	LSF	Vehicle, Maintenance, Fuel, Drivers, Dispatchers, Supervisors
City of Miami Gardens	Nov-20	\$72.50 per hour	Trolley	LSF	LSF	Vehicle, Maintenance, Fuel, Drivers, Dispatchers, Supervisors
City of Miami Shores	Nov-20	\$51.00 per hour	Cutaways	LSF	LSF	Vehicle, Maintenance, Fuel, Drivers, Dispatchers, Supervisors
City of Miami Springs	Nov-20	\$54.00 per hour	Cutaways	LSF	LSF	Vehicle, Maintenance, Fuel, Drivers, Dispatchers, Supervisors

Municipality	Contract Date	Hourly Rate	Type of Vehicle	Vehicle Provided By	Services Provided By	Service Provider provides (Driver, Fuel, etc.)
City of North Miami	Nov-20	\$54.00 per hour	Cutaways	LSF	LSF	Maintenance, Fuel, Drivers, Dispatchers, Supervisors
City of North Miami Beach	Nov-20	\$65.82 per hour	Trolley	City of North Miami Beach	LSF	Maintenance, Fuel and Drivers, Dispatchers, Supervisors
City of Opa-Locka	Nov-20	\$54.00 per hour	Cutaways	LSF	LSF	Vehicle, Maintenance, Fuel, Drivers, Dispatchers, Supervisors
Village of Pinecrest	Nov-20	\$57.90 per hour	Cutaways	LSF	LSF	Vehicle, Maintenance, Fuel, Drivers, Dispatchers, Supervisors
Town of Surfside	Nov-20	\$54.00 per hour	Cutaways	LSF	LSF	Vehicles, Maintenance, Fuel, Drivers, Dispatchers, Supervisors
DTPW	Nov-20	\$55.98 per hour	Cutaways	LSF	LSF	Vehicle, Maintenance, Fuel, Drivers, Dispatchers, Supervisors
City of Coral Gables	Nov-20	\$41.19 per hour	Trolley	City of Coral Gables	MV Transportation	Drivers, Dispatchers, Supervisors
City of Hialeah	Nov-20	Tier 1 (First 31,000 hours) \$21.018, Life of Contract Tier 2 (3,184 hours) \$66.740 in 2019, \$69.943 in 2020	Low Floor Buses	City of Hialeah	MV Transportation	Drivers, Dispatchers, Supervisors
Lake County	Nov-20	Large Bus (35 foot or larger) Small Bus (35 foot or smaller) \$42.27 per revenue hour up to 34,000 hours \$37.02 for up to 150 hours after 34,000 hours exceeded	Cutaways	Lake County	RATP Dev USE, Inc. formerly known as McDonald Transit Associates, Inc.	Drivers, Dispatchers, Supervisors (extra fee for maintenance)



miamidade.gov

INTERNAL SERVICES DEPARTMENT

111 NW 1st Street • Suite 1300

Miami, Florida 33128 • 1974

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

March 30, 2017

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

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

Dear Mr. Gonzalez

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

Please review the attached documents, complete the Acknowledgement of Miami-Dade County Requirements and return the form to my attention. Don't hesitate to contact me at fil@miamidade.gov, or at 305-375-4264, if you have any questions or need assistance with this matter.

Respectfully,

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

MIAMI-DADE

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

1. Independent Private Sector Inspector General (IG) Requirements

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

Miami-Dade County Inspector General Review

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

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

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

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

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

2. **Governing Law**

All Matters relating to any purchase completed under contract number FAC87designatedDEP shall be governed by, and construed in accordance with, the laws of the State of Florida. Venue shall be Miami-Dade County.

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

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

4. **Payment Terms**

It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and that interest payments be made on late payments. All firms, including Small Business Enterprises, providing goods and services to the County, shall receive payment to maintain sufficient cash flow. In accordance with Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the County or the Public Health Trust shall be forty-five (45) days from receipt of a proper invoice. Billings from prime Contractors under services and goods contracts with the County or Public Health Trust, that are Small Business Enterprise contract set-aside, bid preference or contain a subcontractor goal, shall be promptly reviewed and payment made by the County or Trust on those amounts not under dispute within fourteen (14) calendar days of receipt of such billing by the County or the Trust pursuant to Sections 2-8.1.1.1.1 and 2-8.1.1.1.2 of the Miami-Dade County Code. All payments due from the County or the Public Health Trust, and not made within the time specified by this section shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Mayor, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or the Public Health Trust.

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

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

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

701 NW 1st Court, Suite 1700
Miami, FL 33136

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

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

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

5. Indemnification and Insurance

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

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

1. Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440.
2. General Liability Insurance on a comprehensive basis in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage. Miami-Dade County must be shown as an additional insured with respect to this coverage.
3. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Services, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.
4. Professional Liability Insurance in an amount not less than \$1,000,000 per claim.

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

OR

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

members of the Florida Guaranty Fund.

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

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

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

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

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

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

7. Additional Terms and Conditions

7.1. The Contractor shall pay their employees, covered under this contract, not less than the living wage rate in effect for the fiscal year in which the work is performed. The Living Wage rate is annually indexed based on the Consumer Price Index (CPI) calculated by the U.S. Department of Commerce as applied to the County of Miami-Dade. In the event that the Living Wage applied to Miami-Dade County exceeds the wage stipulated in the contract, the County shall pay the difference.

The Living Wage rate and Notice can be obtained from the Department of Small Business Development at 305-375-3111 or on the web at www.miamidade.gov.sbad/living_wage_poster.asp.

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

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

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

transit facilities.

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

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

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

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

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

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

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

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

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

8. Scope of Work

8.1. This contract is for purchase of bus transportation services for Miami-Dade's Department of Transportation and Public Works (DTPW). The contractor shall provide service for the following existing Miami-Dade's bus routes: 1, 29, 46, 82, 101, 202, 211, 212, 246, 254, 267, 272, 286 and 344. The County retains the option to contract out more routes at a later date as additional adjustments to service are identified by DTPW.

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

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

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

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

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

For Transportation America:



President / President's Designee


Signature

For Miami-Dade County:


Mayor / Mayor's Designee

Signature


Legal Sufficiency

Attachment: Vendor Affidavits, Routes Information



MEMORANDUM

(Revised)

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

DATE: March 2, 2021

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(N)(9)

Please note any items checked.

- ☐ "3-Day Rule" for committees applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Statement of social equity required
- ☐ Ordinance creating a new board requires detailed County Mayor's report for public hearing
- ☒ No committee review
- ☐ Applicable legislation requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____ to approve
- ☐ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(N)(9)
3-2-21

RESOLUTION NO. R-171-21

RESOLUTION RETROACTIVELY AUTHORIZING,
PURSUANT TO RESOLUTION NO. R-611-17, A ONE-YEAR
OPTION TO RENEW EFFECTIVE FEBRUARY 28, 2021 WITH
LIMOUSINES OF SOUTH FLORIDA, INC., FOR THE
PROVISION OF TRANSIT SERVICES AT THE HOURLY RATE
OF \$55.98 THE COUNTY MAYOR OR COUNTY MAYOR'S
DESIGNEE TO EXECUTE DOCUMENTS NECESSARY TO
EFFECTUATE THE SAME AND EXERCISE ALL PROVISIONS
OF THE CONTRACT

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board, pursuant to Resolution No. R-611-17, retroactively authorizes a one-year option to renew effective February 28, 2021 with Limousines of South Florida, Inc., for the provision of transit services at the rate of \$55.98 per bus revenue hour; and further authorizes the County Mayor or County Mayor's designee to execute documents necessary to effectuate the same and exercise all provisions of the contract. A copy of the Contract is on file with and available from the Transportation Strategic Planning Division, Department of Transportation and Public Works.

The foregoing resolution was offered by Commissioner **Joe A. Martinez**, who moved its adoption. The motion was seconded by Commissioner **Danielle Cohen Higgins** and upon being put to a vote, the vote was as follows:

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

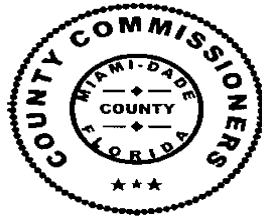
The Chairperson thereupon declared this resolution duly passed and adopted this 2nd day of March, 2021. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.

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

HARVEY RUVIN, CLERK

Melissa Adames

By: _____
Deputy Clerk



Approved by County Attorney as
to form and legal sufficiency.

Bruce Libhaber