

Disclaimer

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DRAFT

PROFESSIONAL SERVICES AGREEMENT

BETWEEN

[name of the Municipality]

AND

[name of the Contractor]

This Professional Services Agreement (the “Agreement”) is made effective as of the *[Date]* of *[Year]* (“Effective Date”), by and between the *[name of the Municipality]*, a Florida municipal corporation, (the “Municipality”) and *[name of the Contractor]*, a Florida limited liability company (the “Contractor”, and together with Municipality, the “Parties”).

Recitals

WHEREAS, the Contractor will perform fixed-route transportation services for the Municipality, as further described in Exhibit “A” attached hereto (the “Services”); and

WHEREAS, the Municipality desires to engage the Contractor to perform the Services as specified herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Contractor and the Municipality agree as follows:

1. Scope of Services

- 1.1 Contractor shall provide the Services set forth herein and in Exhibit “A” in a professional manner and in accordance with all federal, state, and local laws.
- 1.2 Contractor shall furnish all reports, documents, and information obtained pursuant to this Agreement, and recommendations during the term of this Agreement (“Deliverables”) to the Municipality.

2. Term of the Agreement

- 2.1 The term of this Agreement shall be from the Effective Date through the *[3rd]* year thereafter (“Initial Term”), unless earlier terminated in accordance with Section 5.
- 2.2 After the Initial Term, the Municipality reserves the right to renew this Agreement in writing for an additional *[2]* optional *[1]* year terms (“Renewal Terms”) upon mutual agreement of the Parties.

3. Compensation

- 3.1 Municipality shall compensate Contractor for the Services rendered in accordance with the terms attached hereto as Exhibit “A”.
- 3.2 The initial contract prices resulting from this solicitation shall prevail for *[5]* years from the Effective Date, with annual increases tied to the Consumer Price Index (CPI), not to

exceed 3%/year.

4. Payment and Invoicing

- 4.1 Contractor shall submit monthly invoices no later than the [*fifth (5th)*] business day of each month for all Services performed the previous month.
- 4.2 Contractor's invoices must contain the following information for prompt payment:
 - a. Name and address of the Contractor;
 - b. Contract Number;
 - c. Invoice Number;
 - d. Period of performance covered by the invoice;
 - e. Total value of invoice, and total invoices submitted to date;
 - f. A detailed statement of all Services performed during the month;
 - g. A comparison of Services scheduled to be performed with those performed; and
 - h. All information contained in Section 7.4.
- 4.3 Contractor's invoices must be submitted to:
 - a. [*First Last*]
 - b. [*Title*]
 - c. [*Address*]
 - d. [*Email*]
 - e. [*Phone Number*]
- 4.4 Municipality shall pay each invoice within [30] days of receipt of invoice. If the Municipality does not pay an accurate, verified invoice within [30] days, the Contractor shall provide written notice and an opportunity to cure within [15] days of receipt of such notice; providing, however, that the Municipality shall have up to [45] days to pay from the date of the Contractor's proper invoice.

5. Default

- 5.1 In the event of any lawsuit, litigation, proceeding or action (collectively, "Action") necessitated by a Party's default with respect to its obligations under this Agreement, the prevailing Party shall be reimbursed by the other Party for all costs and expenses incurred in connection with the Action, including, but not limited to, reasonable attorneys' fees and costs.

6. Termination

6.1 Termination for Cause

If a Party fails to fulfill in a timely manner, or otherwise violates or defaults upon, any of the covenants, agreements, or stipulations material to this Agreement, the non-defaulting Party, shall thereupon have the right to terminate this Agreement for cause. Prior to exercising its option to terminate for cause, the non-defaulting Party shall notify the defaulting Party of its violation of the particular term (s) of this Agreement and shall grant the defaulting Party [15] business days to cure such default. If such default remains uncured after [15] business days, the non-defaulting Party may terminate this Agreement without further notice to defaulting Party. Upon termination, the non-

defaulting Party shall be fully discharged from any and all liabilities, duties, and terms arising out of, or by virtue of, the Agreement.

Notwithstanding the above, Contractor shall not be relieved of liability to the Municipality for damages sustained by the Municipality by virtue of any breach of the Agreement by Contractor, in an amount up to and not to exceed the total paid to date by the Municipality to Contractor. The Municipality, at its sole option and discretion, shall be entitled to bring any and all legal or equitable actions that it deems to be in its best interest in order to enforce the Municipality's rights and remedies against Contractor. The prevailing Party shall be entitled to recover all costs of such actions, including reasonable attorney's fees up to and not to exceed the total paid to date by the Municipality to Contractor.

6.2 Termination for Convenience of the Municipality

The Municipality may, through its Municipality, and for its convenience and without cause, terminate the Agreement at any time during the Term by giving written notice to Contractor of such termination, which shall become effective [90] days following receipt by Contractor of such notice. If the Agreement is terminated for convenience by the Municipality, Contractor shall only be paid for any Services satisfactorily performed up to the date of termination; following which both Parties shall be discharged from any and all liabilities, duties, and terms arising out of, or by virtue of, this Agreement. In the event that the Municipality pays Contractor in advance, the Municipality shall be entitled to a refund of the prorated amount calculated from the date of termination through the date that the contract would have expired had the Municipality not exercised this clause, Contractor shall issue such refund within [30] days of the effective date of termination of the Agreement.

6.3 Contractor shall be paid for all Services accepted by the Municipality up to the date of termination, provided that Contractor has first complied with the following provisions. Contractor shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Services to the Municipality, in a hard copy and electronic format within [14] days from the date of written notice of the termination or expiration of this Agreement.

7. Records and Reports

7.1 Records Requirement

Contractor shall keep books and records and require any and all subcontractors to keep books and records as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which Contractor expects to be reimbursed, if applicable. Such books and records will be available at all reasonable times for examination and audit by the Municipality upon reasonable notice to Contractor and shall be kept for a period of [5] years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by the Municipality of any fees or expenses based upon such entries.

7.2 Reporting Requirements

Contractor agrees to provide the Municipality with all applicable reports, ridership information, and complaints received and resolved daily/monthly/yearly as necessary to provide the Municipality with sufficient data and information to analyze the services provided and to complete required reports to be submitted to the applicable regulatory agencies.

7.3 Daily Records/Reports

- a. Telephone/E-mail Report: The Municipality shall be notified via e-mail or via phone, promptly followed by an e-mail to the Municipality's Transportation Operations Supervisor, as to any change of vehicle and/or driver, special runs, interruption of service due to inclement weather, out-of-service vehicles, emergencies and accidents. Field supervisors, dispatchers and general managers shall provide immediate notice to the Transportation Operations Supervisor of the Municipality after any of the above-mentioned events;
- b. Upon notifying the Municipality of an interruption in service due to any of the above-mentioned events, the Contractor's manager or field supervisor shall notify the Municipality in writing, via e-mail to the Municipality's Transportation Operations Supervisor. Contractor shall report time and date vehicle went in/out of service;
- c. Daily driver logs will be used by each shift of operators, a copy of which is to be submitted to the Municipality on a weekly basis. The log is the source document for use in determining the total miles, number of passengers (manually counted) and passenger categories. Missed miles and missed trips will be determined from the log by comparing actual daily miles entered into the log against predetermined daily total miles for each vehicle;
- d. Daily dispatcher logs shall include, but not be limited to, the following information: number of incoming calls, type of information requested (restaurants, shops, entertainment, fares, schedule, stop locations, etc.); and
- e. Fare box revenue (if applicable) shall be recorded daily and a copy submitted to the Municipality with the Monthly Summary Report.

7.4 Monthly Summary Reports

The Contractor shall prepare and submit a monthly summary report within [5] calendar days after the end of the operating month, which shall be submitted along with Contractor's invoices for payment (as one of the required documents thereto). Monthly Summary Reports shall include, but not be limited to:

- a. Vehicle Total service hours and Miles: Monthly report figures shall coincide with daily trip sheet totals for the month, by Route;
- b. Total Ridership: Monthly totals of the number of passengers carried, by Route.

- c. Total Passenger Revenue Summary (if applicable): Amount of fares/coupons collected, by Route;
- d. Vehicle Condition Summary: mileage (month, year to date, total), fuel and oil consumption (miles per unit), accidents, preventive maintenance and inspection program (actual vs. program), summary of major component rebuilding/repairs made, by vehicle (if applicable);
- e. Equipment Status Summary: The status of all other Municipality-owned equipment;
- f. General Summary: all other issues, evaluations, suggestions for improvements;
- g. Pass and Ticket Sales Report (if applicable): number of tickets and passes sold by each vendor over the last month;
- h. Reports for the Circulator Service shall be detailed by day and tabulated for the month; and
- i. The Summary Report shall also include a recap of the service, summary statistics for current month, year-to-date, same month last year (when applicable) and percent change from last year for total system (if applicable). Spreadsheet type graph(s) of trends in ridership, passengers per vehicle hour, and service quality measures shall be developed. It shall also include problems with service/personnel/accidents, and solutions proposed for the problems.

7.5 Yearly Summary Reports

- a. Yearly Summary Report shall include, but not be limited to, miles, hours, passengers, and costs itemized by month for each service, including fare box collections (if applicable).

- 7.6 Reports shall be submitted to the Municipality on a monthly basis. Additionally, Contractor shall comply with federal, state, and local reporting requirements applicable to the subject service. Quarterly reports shall include the information listed above in aggregated format, including trends noticed. Monthly reports shall be submitted to the Municipality and the County no later than the 15th day of the following month.

Contractor agrees to provide to the County the real-time fixed-route service information in compliance with the General Transit Feed Specification Lite (GTFS Lite) and in a format approved by the Department of Transportation and Public Works ("DTPW"), or its successor department, such as provided by a Global Positioning System ("GPS"), and which is compatible with, and may be integrated into, the County's smartphone transit tracker application and common third-party applications.

8. Contractor's Responsibilities; Representations and Warranties

- 8.1 The Contractor shall exercise the same degree of care, skill and diligence in the performance of the Services as is ordinarily provided by a Contractor under similar

circumstances.

- 8.2 Contractor hereby warrants and represents that at all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications, and permits required under federal, state, and local laws applicable to and necessary to perform the Services for Municipality as an independent contractor of the Municipality.
- 8.3 Contractor further warrants and represents that it has the required knowledge, expertise, and experience to perform the Services and carry out its obligations under this Agreement in a professional and first-class manner.
- 8.4 Contractor represents that it is an entity validly existing and in good standing under the laws of Florida.
- 8.5 The execution, delivery, and performance of this Agreement by Contractor have been duly authorized, and this Agreement is binding on Contractor and enforceable against Contractor in accordance with its terms.

9. Subcontractors

- 9.1 The Contractor shall be responsible for all payments to any subcontractors and shall maintain responsibility for all work related to the Services.
- 9.2 Contractor may only utilize the services of a particular subcontractor with the prior written approval of the Municipal Manager, which approval shall be granted or withheld in the Municipal Manager's sole and absolute discretion.

10. Municipality's Responsibilities; Representations and Warranties

- 10.1 Municipality shall make available any information, documents, or other data pertinent to the Services and in possession of the Municipality, upon written request of Contractor.
- 10.2 Upon Contractor's request, Municipality shall reasonably cooperate in arranging access to data or personnel as required for Contractor to perform the Services.
- 10.3 Municipality shall be responsible for the service planning, including adjustments to the routes, schedules and such other factors that affect the quality of service provided.
- 10.4 Municipality shall be responsible for designation of transit stops. It is understood that passengers will be available to board and depart at designated stops.

11. Insurance

- 11.1 Contractor shall secure and maintain throughout the duration of this Agreement insurance of such type and in such amounts as required by Exhibit "C", naming the Municipality as an Additional Insured, underwritten by a firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida. The insurance coverage shall be primary insurance with respect to the Municipality, its officials, employees, agents, and volunteers naming the Municipality as additional insured. Any insurance maintained by the Municipality shall be in excess of Contractor's insurance and shall not contribute to Contractor's insurance. Notwithstanding the foregoing, should the

Municipality require any changes to Contractor's insurance obligations during this Agreement, Contractor shall have the right to terminate this Agreement with cause without penalty or further obligation if the Municipality declines to provide Contractor with additional compensation requested by Contractor in connection with such increased premiums for insurance coverage.

11.2 Certificates of Insurance

Certificates of Insurance shall be provided to the Municipality, reflecting the Municipality as an Additional Insured (except with respect to professional liability insurance and worker's compensation insurance), no later than [10] days prior to commencing Services. Each certificate shall include no less than [30] days advance written notice to the Municipality prior to cancellation, termination, or material alteration of said policies or insurance. Contractor shall be responsible for assuring that the insurance certificates required by this section remain in full force and effect for the duration of this Agreement, including any extensions or renewals that may be granted by the Municipality.

11.3 Additional Insured

Except with respect to professional liability insurance and worker's compensation insurance, the Municipality is to be specifically included as an additional insured for the liability of the Municipality resulting from Services performed by or on behalf of Contractor in performance of this Agreement. Contractor's insurance, including that applicable to the Municipality as an additional insured, shall apply on a primary basis and any other insurance maintained by the Municipality shall be in excess of and shall not contribute to Contractor's insurance.

11.4 Deductible

Contractor shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim.

11.5 Waiver of Subrogation

Contractor's insurance policies shall include a blanket waiver of subrogation endorsement in favor of the Municipality.

11.6 The provisions of this section shall survive termination of this Agreement.

12. Indemnification

12.1 Contractor shall indemnify and hold harmless Municipality, its officers, agents, directors, and employees, from liabilities, damages, losses, judgments, and costs, including, but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness, negligent act or omission, or intentional wrongful misconduct of Contractor and persons employed or utilized by Contractor in the performance of this Contract. Contractor shall, further, hold the Municipality, its officials and employees, harmless for, and defend the Municipality, its officials and/or employees against, any civil actions, statutory or similar claims, regarding injuries or damages arising in any way out of, or resulting from, the Contractor's performance of the Services described

in Exhibit "A", the permitted work required under this Contract, or the performance of this Contract, even if it is alleged that the Municipality, its officials and/or employees were negligent. In the event that any action or proceeding is brought against the Municipality by reason of any such claim or demand, Contractor shall, upon written notice from Municipality, defend such action or proceeding by counsel satisfactory to Municipality. The Contractor expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Municipality or its officers, employees, agents, and instrumentalities as herein provided.

- 12.2 The indemnifications provided above shall obligate Contractor to defend, at its own sole expense, to and through appellate, supplemental or bankruptcy proceeding, to provide for such defense, any and all claims of liability and all suits and actions of every name and description which may be brought against the Municipality within the scope of the above-described indemnifications.
- 12.3 These indemnifications will survive the cancellation or expiration of the Contract. These indemnifications will be interpreted under the laws of the State of Florida, including without limitation and interpretation, which conforms to the limitations of §725.06 and/or §725.08, Florida Statutes, as amended and as applicable. Contractor shall require all Sub-Contractor agreements to include a provision that they will indemnify the Municipality.
- 12.4 The Contractor agrees and recognizes that the Municipality shall not be held liable or responsible for any claims which may result from any actions or omissions of the Contractor in which the Municipality participated either through review or concurrence of the Contractor's actions. In reviewing, approving or rejecting any submissions by the Contractor or other acts of the Contractor, the Municipality in no way assumes or shares.

13. Nondiscrimination

- 13.1 During the term of this Agreement, Contractor shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, or national origin, and will abide by all federal and state laws regarding nondiscrimination.

14. Severability

- 14.1 If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

15. Notice

- 15.1 All notices hereunder shall be given in writing by registered or certified mail, return receipt requested, postage prepaid, addressed to the Parties at the following respective addresses, or at such other address as may be designated in writing by either Party to the other, and shall be deemed delivered for all-purpose hereunder upon deposit of same

into the United States mail:

To Municipality:	[Name], [Title] [Org] [Address 1] [Address 2]	Copies To:	[Name], [Title] [Org] [Address 1] [Address 2]
To Contractor:	[Name], [Title] [Org] [Address 1] [Address 2]	Copies To:	[Name], [Title] [Org] [Address 1] [Address 2]

16. Ownership and Access to Records and Audits

- 16.1 Contractor agrees to keep and maintain public records in Contractor's possession or control in connection with Contractor's performance under this Agreement. The Municipality Manager or her designee shall, during the term of this Agreement and for a period of *[three (5)]* years from the date of termination of this Agreement, have access to and the right to examine and audit any records of Contractor involving transactions related to this Agreement. Contractor additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the Municipality.
- 16.2 Upon request from the Municipality's custodian of public records, Contractor shall provide the Municipality with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.
- 16.3 Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the Municipality.
- 16.4 Contractor shall notify Municipality and label or otherwise identify any and all materials and records which would be trade secrets or proprietary information that would be exempt as defined by Florida Statutes and provide a sworn affidavit from a person with personal knowledge attesting that the exempted documents constitute trade secrets within the meaning of Section 812.081, Florida Statutes, and stating the factual basis for the same. Pursuant to Section 815.045, Florida Statutes, the Municipality shall not disclose and shall maintain the confidentiality of any records which constitute a trade secret or proprietary information as defined by Florida Statutes.

17. Compliance with Laws

- 17.1 Contractor shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities in carrying out Services under this Agreement, and in particular shall obtain all required permits from all jurisdictional agencies to perform

the Services under this Agreement at its own expense.

18. Governing Law and Venue

18.1 This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. Venue shall be in Miami-Dade County (the "County"), Florida. Each Party shall bear its own attorney's fees (except if the Municipality must bring a claim to enforce the provisions of Article XIII, Indemnification against the Contractor.) The Parties knowingly, voluntarily, and consensually waive the right to a jury trial or to file permissive counterclaims in any dispute between them arising out of this Agreement.

19. Survival of Terms

19.1 Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either Party.

20. Waiver

20.1 The failure of either Party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach, or wrongful conduct.

21. Force Majeure

21.1 Neither Party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations, or any of them, is delayed or prevented by force majeure. Force majeure shall include, but not be limited to, hostility, revolution, civil commotion, epidemic, fire, flood, hurricane or tropical storm, earthquake, explosion, or any act of God; provided that the cause whether or not enumerated in this section is beyond the reasonable control and without the fault or negligence of the Party seeking relief under this section.

22. E-Verify Affidavit

22.1 In accordance with Section 448.095, Florida Statutes, the Municipality requires all contractors doing business with the Municipality to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Municipality will not enter into a contract unless each Party to the contract registers with and uses the E-Verify system. The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-everify>. By entering into this Agreement, Contractor acknowledges that it has read Section 448.095, Florida Statutes; will comply with the E-Verify requirements imposed by Section 448.095, Florida Statutes, including but not limited to obtaining E-Verify affidavits from subcontractors; and has executed the required affidavit attached hereto and

incorporated herein.

23. Assignment

- 23.1 This Agreement shall not be assignable by either Party, in whole or in part, without the written consent of the other part, which consent shall not be unreasonably withheld or denied.

Remainder of page intentionally left blank. Signature pages follow.

DRAFT

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be executed the day and year as first stated above.

By: _____
Name: _____
Title: _____
Entity: _____

By: _____
Name: _____
Title: _____
Entity: _____

By: _____
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Name: _____
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By: _____
Name: _____
Title: _____
Entity: _____

EXHIBIT A: DETAIL SCOPE OF SERVICES

A.1. Services Description

The Contractor will implement a municipal fixed-route, fixed-schedule, public transit service that is responsive to the needs of employees, visitors, and residents of the Municipality. The Contractor will meet all applicable federal, state, and local laws and regulations, and comply with all safety, mechanical, and vehicle standards mandated by the County Passenger Transportation Regulatory Division (“PTRD”) and any other applicable regulatory agencies. All Vehicles shall adhere to the routes and schedule of service as detailed in Exhibit “B.”

The Contractor shall provide the following:

[Municipality to delete services that are not applicable]

- a. Vehicles as per Section A.2;
- b. Fuel as per Section A.3;
- c. Operations as per Section A.4 and Section A.6; and
- d. Maintenance as per Section A.5.

A.2. Vehicles

A.2.1. Vehicles Provided by Contractor

- a. Contractor shall provide *[number of vehicles]* primary trolleys/buses with less than *[60,000]* miles at the start of this Agreement and *[number of vehicles]* backup trolleys/buses in fully functioning order;
- b. Each bus shall accommodate a minimum of *[number of passengers]* seated passengers and a wheelchair;
- c. Buses must be lift-equipped and compliant with the Americans with Disabilities Act of 1990 (“ADA”);
- d. All vehicles shall have working cooling systems which shall be available during all times the bus is in service;
- e. Vehicles shall be replaced at the end of its useful life or approximately *[150,000]* miles. The mileage may be lower or higher depending on the frequency and extent of repairs. It will be the Contractor’s responsibility to notify the Municipality of any vehicle in service with mileage in excess of *[150,000]*;
- f. Vehicles shall be painted or decaled in distinctive livery, such as the special logos, colors and design to be determined by the Municipality. The logo of the Municipality service shall be displayed on the Vehicles; and
- g. All Vehicles must be equipped with communications systems that are monitored from the time the buses leave the Contractor’s complex to the time they return to the complex. This device should minimize driver distraction and be used only for business use.

Or

A.2.2. Vehicles Provided by Municipality

- a. The Municipality will utilize its own vehicles to provide a fixed route service;
- b. The Municipality shall provide [*number of vehicles*] trolleys/buses to the Contractor for use solely for the provision of the Services; and
- c. The Vehicles are owned by the Municipality, and the Contractor shall not utilize the Vehicles for any other use except as expressly authorized by this Agreement.

A.3. Fuel

A.3.1. Fuel Provided by Contractor

The Contractor shall provide all fuel necessary for the provision of the Services at its own expense.

Or

A.3.2. Fuel Provided by Municipality

The Municipality shall provide all fuel necessary to the Contractor for the provision of the Services. The Contractor shall not use fuel provided by the Municipality for any purpose other than the provision of the Services.

A.4. Operations

A.4.1. The Contractor shall operate the Vehicles in adherence to the route and schedule information provided in Exhibit “B”.

A.4.2. The Contractor shall bear all operating expenses incidental to the use and operation of the Vehicles. All System vehicles shall be operated to comply with all federal, state, and local regulations.

A.5. Maintenance

The Contractor shall assume full responsibility for ensuring that all Vehicles used in connection with the Services shall at times be maintained at highest levels and in a manner that is consistent with good business practices and the standards for condition and quality commensurate the public transportation system.

The Contractor shall be responsible for the repairs, and secure storage of the Vehicles. Regular maintenance and repairs shall be performed in accordance with the Vehicle manufacturers’ suggested maintenance guidelines, and such maintenance guidelines are to be provided by Municipality. Contractor is responsible for the repairs of accidents at the Municipality’s approval. The Municipality retains the right to inspect and approve repairs during and after repairs have been performed. The Contractor shall provide advance information to the Municipality of maintenance and repair exceeding [*\$1,000*].

A.6. Personnel

A.6.1. General Requirements

All personnel assigned must adhere to the following requirements:

- a. All personnel assigned shall be knowledgeable of the Services to be provided herein;
- b. All personnel shall maintain a professional, courteous attitude, answering to the best of their ability any passenger questions regarding the provision of Services. Discourtesy, rudeness, or the use of profanity will not be tolerated and shall be grounds for immediate removal of the offending employee from performing Services; and
- c. The Contractor shall provide manuals related to personnel policies and procedures and maintain an employee acknowledgment file with the employee signature indicating they have read and fully understand its contents. Contractor shall provide a copy of the training program and employee handbook to the Municipality upon request.

A.6.2. Driver Requirements

Drivers assigned must adhere to the following requirements:

- a. Vehicle operators must have a valid Florida commercial driver's license ("CDL") (chauffeurs or commercial) driver's license with endorsement for passengers, Chauffeur's Registration (Hack License), as well as any other licenses required by applicable federal, state, and local regulations;
- b. Vehicle operators shall be trained in all operational procedures relating to the Services, including thorough knowledge of the service area street network and points of destination/interest along or in close proximity to the route;
- c. Drivers shall be fully trained in defensive driving and vehicle handling;
- d. Drivers shall be trained in the special skills required to provide transportation to elderly and disabled individuals;
- e. Drivers shall assist passengers confined to wheelchairs in boarding and shall perform the tie downs;
- f. Drivers shall be trained to operate all types of Vehicles (including reserve Vehicles) in service, wheelchair lifts, and secureness systems, and other equipment that they may be expected to use during service hours;
- g. Drivers shall be available and on-time daily to ensure consistent and reliable service;
- h. No vehicle operator shall take lunch hour or breaks inside or close by the Vehicle;

- i. Drivers shall be dressed and groomed appropriately. Further, all drivers shall wear a uniform acceptable to the Municipality and that takes into account the Municipality emblem and vision;
- j. Each driver and Vehicle shall have an accurate timepiece available and in clear sight at all times during vehicle operation;
- k. Each driver shall have an operational two-way radio in the Vehicle in order to communicate with dispatch operators, supervisors, and other drivers in order to ensure compliance with schedule and headways and avoid vehicle bunching;
- l. Drivers are required to have a thorough knowledge of traffic regulations along the route and the schedule time points;
- m. Drivers and dispatchers shall accurately complete and submit the required operating reports daily, including ridership counts (unless Vehicle is equipped with Automated Passenger Counts (“APC”) capabilities);
- n. Drivers shall log and report all events that jeopardize the safety of passengers or impede vehicle movement; and
- o. Drivers are required to adhere to and maintain the scheduled frequency of trips as described in Exhibit “B”
- p. Drivers shall be able to communicate in English.

A.6.3. Dispatch Operator Requirements

Dispatch operators assigned must adhere to the following requirements:

- a. Dispatch personnel are expected to proactively assist drivers to avoid bunching issues through the use of two-way radio communication and Global Positioning System (“GPS”); and
- b. Dispatcher shall coordinate fueling, breakdowns, vehicle re-gens and other issues to avoid interruption of service or headway increase.
- c. Dispatchers shall be able to communicate in English.

A.7. Operating Hours

The service will operate [*number of days*] per week, unless modified by the Municipality, at its sole discretion. The Vehicles will be dedicated exclusively to serving individuals within the Municipality's jurisdictional limits. All rides shall either commence or terminate within the boundaries of the Service Area described in Exhibit “B.”

A.7.1. Operating Hours

The Contractor will operate the Vehicles for the following service hours:

Day of Week	Service Hours
Monday	[<i>hh:mm am to hh:mm pm</i>]
Tuesday	[<i>hh:mm am to hh:mm pm</i>]

Wednesday	[hh:mm am to hh:mm pm]
Thursday	[hh:mm am to hh:mm pm]
Friday	[hh:mm am to hh:mm pm]
Saturday	[hh:mm am to hh:mm pm]
Sunday	[hh:mm am to hh:mm pm]

The operating hours set forth herein may be reasonably adjusted from time to time at the Municipality's sole discretion.

A.7.2. Holidays

Service will not be offered on the following holidays:

- a. Include days at the discretion of municipalities

A.8. Service Rates

The Municipality shall pay an hourly rate of [\$xx.xx] per Vehicle, which annual contract cost shall not exceed [\$xxx,xxx.xx] for the Services described herein.

At the Municipality's sole discretion, Services can be modified to accommodate the Municipality. If the Municipality modifies the Services or requests a change of Service consistent with options (a) through (d) below, the Municipality shall pay the Contractor the respective hourly rate for those options.

[Municipality to delete the Service that is contemplated in the Agreement]

- a. Operations Provided by Contractor

The Municipality shall pay an hourly rate of [\$xx.xx] per Vehicle.

- b. Operations + Maintenance Provided by Contractor

The Municipality shall pay an hourly rate of [\$xx.xx] per Vehicle.

- c. Operations + Maintenance + Vehicles Provided by Contractor

The Municipality shall pay an hourly rate of [\$xx.xx] per Vehicle.

- d. Operations + Maintenance + Vehicles + Fuel Provided by Contractor

The Municipality shall pay an hourly rate of [\$xx.xx] per Vehicle.

A.9. Operating Procedures

The Contractor shall provide written procedures for operation of the Service ("Standard Operating Procedures"). Any changes after award of Agreement must be approved by the

Municipality in advance. These Standard Operating Procedures shall include, but not be limited to, the following:

- a. Procedures for notifying Municipality of service delays and interruptions;
- b. A list of names and phone numbers of contact persons who can make operating decisions and can be reached immediately;
- c. Accident review procedures and operator corrective processes;
- d. Radio check-in and coordination procedures for maintaining vehicle headways, including procedures for GPS and automated vehicle location reporting;
- e. Procedures for operating Vehicles and providing service, including procedures to insure that stop announcements are made by bus operators;
- f. Procedures for daily servicing;
- g. Procedures for dispatching Vehicles to achieve balanced accumulation of mileage for each Vehicle in the fleet and accomplish required Service;
- h. Contingency plan for emergencies such as accident, fire, mechanical failure, inclement weather, and criminal activity;
- i. Procedures for the handling of public and internal comments and complaints;
- j. Operator safety, recognition and rewards program, and disciplinary procedures for operator misconduct. Special attention should be paid to an incentive program for front line employees who provide excellent customer service;
- k. Customer service guidelines and employee standards of conduct;
- l. Supervision, with sufficient supervisory level personnel to respond to service problems, monitor performance schedules and procedures, and enable operators to communicate with the base office, during all hours of operation; and
- m. Drug and alcohol testing program pursuant to Section 440.102, Florida Statutes. A description of this program shall be submitted upon execution of this Agreement.

A.10. Equipment

The Contractor shall provide radio communication in each Vehicle and a base station at the dispatch location and GPS tracking in all Vehicles. Such GPS services shall be made available to the Municipality at no cost and the Municipality shall have remote and on-site access to such devices at all times. The Contractor agrees to assist the Municipality in the implementation of a web-based real-time tracking service by providing required information and by updating software at no cost to the Municipality.

All Vehicles used shall be equipped with the equipment in compliance with the County's General Transit Feed Specification (GTFS) requirements , including but not limited to: Automatic Passenger Counters ("APC"), Automated Voice Information Systems ("AVIS"), Wi-Fi services, real time GPS tracking services (with capabilities to provide mileage, service hours and ridership reports), and capabilities to provide data in a format that is compatible with

the County's mobile application requirements. The Contractor should not include the cost of the above equipment and related maintenance fees in the hourly rate for this Agreement.

A.11. Advertising and Branding

The Municipality will be allowed to sell and install advertising on the interior and exterior of the Vehicles in-service for the Service. The cost for production will be at the cost to the Municipality and all revenues for advertising will be retained by the Municipality. The Contractor freely, knowingly and voluntarily affirms that all advertising will be permitted / approved by the Municipality, and the Municipality will retain and collect all revenues from such advertising.

The municipality shall have the right to require certain branding elements, such as the City's logo, on the vehicles and materials related to the service. The Miami-Dade County "half-penny" i.d. logo shall be required for any service funded in whole, or in part, with the municipality's share of transportation surtax funds, per guidelines established by the Citizens' Independent Transportation Trust.

A.12. Performance Standards

The Contractor shall strive to provide the Service in the Municipality, in a manner that will maximize the efficiency of the Service while achieving excellent customer service. The Contractor and the Municipality shall meet periodically to evaluate the Services, based upon the performance standards established by the Municipality. The following minimum performance standards are agreed to between the Contractor and the Municipality for the term of the Agreement:

A.12.1. Sanitation

Interior and exterior of vehicles must be kept in pristine condition, 100% of the time.

A.12.2. Reporting

All applicable reports (including, but not limited to, ridership reports, service interruption reports and invoices) must be filed within the specified time frame, 100% of the time.

A.12.3. Safety

Drivers shall follow all applicable traffic regulations, 100% of the time.

A.12.4. Fines

The Contractor shall operate and manage the vehicles free from any penalties which may be imposed on the Municipality by federal, state, and local agencies, 100% of the time.

A.12.5. Customer Service

Respond to customer complaints within [48] hours, [95%] of the time.

Drivers properly uniformed and groomed 100% of the time.

EXHIBIT B: ROUTES AND SCHEDULE OF SERVICE

[Please insert the route and schedule information]

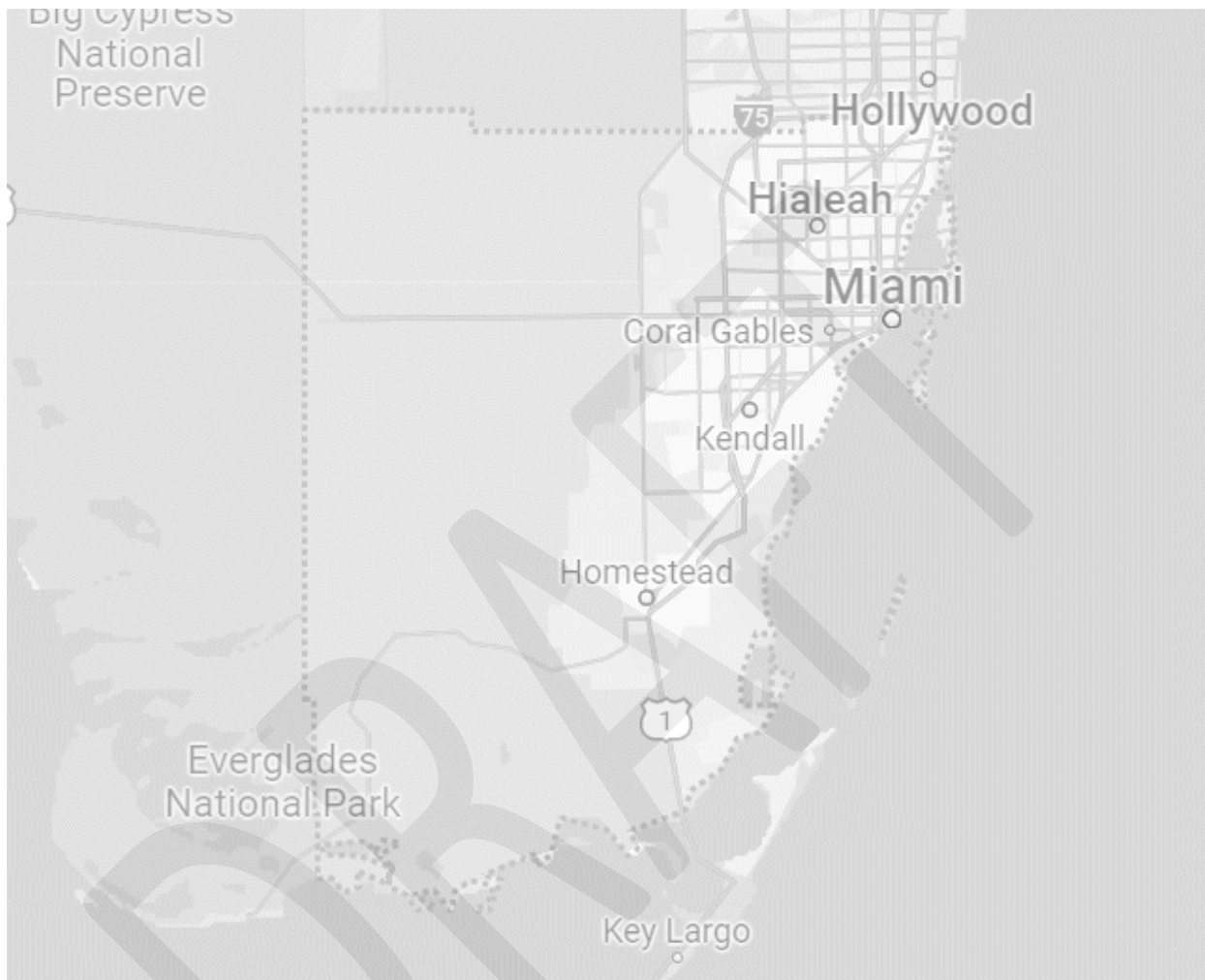


EXHIBIT C: MINIMUM INSURANCE REQUIREMENTS

Commercial General Liability:

- Limits of Liability:
 - Bodily Injury & Property Damage Liability
 - i. Each Occurrence [\$1,000,000]
 - ii. Policy Aggregate..... [\$2,000,000]
 - iii. Personal & Advertising Injury..... [\$1,000,000]
 - iv. Products & Completed Operation..... [\$1,000,000]
- Endorsements Required:
 - Municipality listed as additional insured
 - Contingent & Contractual Liability
 - Premises and Operation Liability
 - Primary and Non-Contributory Insurance Clause
 - Endorsement
 - Waiver of Subrogation in favor of the Municipality

Business Automobile Liability:

- Limits of Liability
 - Bodily Injury and Property Damage
 - Combined Single Limit
 - Any Auto/Owned Autos or Scheduled Autos
 - Including Hired and Non-Owned Autos
 - Any One Accident..... [\$1,000,000]
- Endorsements Required:
 - Municipality listed as additional insured
 - Waiver of Subrogation in favor of the Municipality
 - Primary and Non-Contributory Insurance Clause
 - Endorsement

Worker Compensation and Employer's Liability:

- Limits of Liability:
 - Statutory – State of Florida
 - Employers Liability, each accident..... [\$100,000]
 - Employers Liability, each employee..... [\$100,000]
- Endorsements Required:
 - Waiver of Subrogation in favor of the Municipality

Umbrella Policy/Excess Liability (Excess Following Form)

- Limits of Liability

- Bodily Injury and Property Damage Liability
- Each Occurrence..... [\$5,000,000]
- Aggregate..... [\$5,000,000]

▪ Endorsements Requirements

- Municipality listed as additional insured
- Coverage

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EXHIBIT D: REQUEST FOR PROPOSAL

[Please insert the RFP]

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EXHIBIT E: CONTRACTOR PROPOSAL

[Please insert the Contractor's submitted proposal]

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