

ISSUING DEPARTMENT INPUT DOCUMENT
CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION

☒ New ☐ OTR ☐ Sole Source ☐ Bid Waiver ☐ Emergency Previous Contract/Project No. None

☐ Contract
☐ Re-Bid ☐ Other – Access of Other Entity Contract LIVING WAGE APPLIES: ☐ YES ☒ NO

Requisition No./Project No.: RFP-01083 TERM OF CONTRACT 1 YEAR(S) WITH 1 YEAR(S) OTR

Requisition /Project Title: First/Last Mile On-Demand Transit Service To/From Transit Facilities

Description: Establish a contract for the development, deployment, marketing and customer service of an on-demand, mobile app-based transit service model to provide nearby door-to-door rides to-and-from Metrorail, Transitway and other transit facilities.

Issuing Department: Internal Services/PM Contact Person: Marie Williams Phone: 305 375 3248

Estimate Cost: \$750,000 each year Funding Source: GENERAL FEDERAL OTHER
FHWA, FDOT

ANALYSIS

Commodity Codes:	<u>91896</u>	<u>96174</u>		
Contract/Project History of previous purchases three (3) years Check here <input type="checkbox"/> if this is a new contract/purchase with no previous history.				
	<u>EXISTING</u>	<u>2ND YEAR</u>	<u>3RD YEAR</u>	
Contractor:				
Small Business Enterprise:				
Contract Value:				
Comments: <u></u>				
Continued on another page (s): <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO				

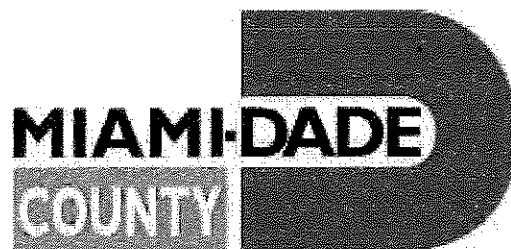
RECOMMENDATIONS

	Set-Aside	Subcontractor Goal	Bid Preference	Selection Factor
SBE				
Basis of Recommendation: <u></u>				
Signed: <u>Marie Williams</u>		Date sent to SBD: <u>January 15, 2019</u>		
		Date returned to SPD: <u></u>		

Solicitation RFP-01083

First/Last Mile On-Demand Transit Service To/From Transit Facilities

Solicitation Designation: Public



Miami-Dade County

Solicitation RFP-01083

First/Last Mile On-Demand Transit Service To/From Transit Facilities

Solicitation Number RFP-01083

Solicitation Title First/Last Mile On-Demand Transit Service To/From Transit Facilities

Solicitation Start Date In Held

Solicitation End Date Mar 5, 2019 6:00:00 PM EST

Question & Answer End Date Feb 20, 2019 6:00:00 PM EST

Solicitation Contact Marie Williams
Procurement Contracting Officer 2
ISD - Procurement Management Services
305-375-3248
Marie.Williams@miamidade.gov

Solicitation Contact Brian Webster
Procurement Contracting Officer 2
ISD - Procurement Management Services
305-375-2676
Brian.webster@miamidade.gov

Contract Duration 1 year

Contract Renewal 1 annual renewal

Prices Good for Not Applicable

Pre-Solicitation Conference Feb 13, 2019 11:00:00 AM EST
Attendance is optional
Location: Stephen P. Clark Center
111 NW 1st St.
TBD Floor - Conference Room TBD

Solicitation Comments Scope: Miami-Dade County is soliciting proposals from a qualified firm to provide First/Last Mile On-Demand Transit Service To/From Transit Facilities for the Miami-Dade Department of Transportation and Public Works.

Item Response Form

Item RFP-01083-01-01 - First/Last Mile On-Demand Transit Service To/From Transit Facilities

Quantity 1 lump sum

Prices are not requested for this item.

Delivery Location Miami-Dade County
No Location Specified

Qty 1

Description

Complete and submit ATTACHMENT A - PRICE PROPOSAL: Table 3.2.2: Total Cost for On-Demand Transit Services



**Miami-Dade County
Procurement Management Services
Proposal Submittal Form**

111 NW 1st Street, Suite 1300, Miami, FL 33128

Solicitation No. RFP-01083		Solicitation Title: First/Last Mile On-Demand Transit Service To/From Transit Facilities	
Legal Company Name (include d/b/a if applicable): <input type="text"/>		Federal Tax Identification Number: <input type="text"/>	
If Corporation - Date Incorporated/Organized : <input type="text"/>		State Incorporated/Organized: <input type="text"/>	
Company Operating Address: <input type="text"/>		City <input type="text"/>	State <input type="text"/>
		Zip Code <input type="text"/>	
Company Contact Person: <input type="text"/>		Email Address: <input type="text"/>	
Phone Number (include area code): <input type="text"/>	Fax Number (include area code): <input type="text"/>	Company's Internet Web Address: <input type="text"/>	

Pursuant to Miami-Dade County Ordinance 94-34, any individual, corporation, partnership, joint venture or other legal entity having an officer, director, or executive who has been convicted of a felony during the past ten (10) years shall disclose this information prior to entering into a contract with or receiving funding from the County.

☐ Place a check mark here only if Proposer has such conviction to disclose to comply with this requirement.

SCRUTINIZED COMPANIES WITH ACTIVITIES IN SUDAN LIST OR THE SCRUTINIZED COMPANIES WITH ACTIVITIES IN THE IRAN PETROLEUM ENERGY SECTOR LIST:

By executing this proposal through a duly authorized representative, the Proposer certifies that the Proposer is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, as those terms are used and defined in sections 287.135 and 215.473 of the Florida Statutes. In the event that the Proposer is unable to provide such certification but still seeks to be considered for award of this solicitation, the Proposer shall execute the proposal through a duly authorized representative and shall also initial this space: . In such event, the Proposer shall furnish together with its proposal response a duly executed written explanation of the facts supporting any exception to the requirement for certification that it claims under Section 287.135 of the Florida Statutes. The Proposer agrees to cooperate fully with the County in any investigation undertaken by the County to determine whether the claimed exception would be applicable. The County shall have the right to terminate any contract resulting from this solicitation for default if the Proposer is found to have submitted a false certification or to have been placed on the Scrutinized Companies for Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

WAIVER OF CONFIDENTIALITY AND TRADE SECRET TREATMENT OF PROPOSAL

The Proposer acknowledges and agrees that the submittal of the Proposal is governed by Florida's Government in the Sunshine Laws and Public Records Laws as set forth in Florida Statutes Section 286.011 and Florida Statutes Chapter 119. As such, all material submitted as part of, or in support of, the proposal will be available for public inspection after opening of proposals and may be considered by the County or a selection committee in public.

By submitting a proposal pursuant to this solicitation, you agree that all such materials may be considered to be public records. The Proposer shall not submit any information in response to this Solicitation which the Proposer considers to be a trade secret, proprietary or confidential.

In the event that the Proposal contains a claim that all or a portion of the Proposal submitted contains confidential, proprietary or trade secret information, the Proposer, by signing below, knowingly and expressly waives all claims made that the Proposal, or any part thereof no matter how indicated, is confidential, proprietary or a trade secret and authorizes the County to release such information to the public for any reason.

Acknowledgment of Waiver:

Proposer's Authorized Representative's Signature: <input type="text"/>	Date <input type="text"/>
Type or Print Name <input type="text"/>	

Type or Print Title *

The submittal of a proposal by a Proposer will be considered a good faith commitment by the Proposer to negotiate a contract with the County in substantially similar terms to the proposal offered and, if successful in the process set forth in this Solicitation and subject to its conditions, to enter into a contract substantially in the terms herein.

Proposer's Authorized Representative's Signature:**Date *****Type or Print Name**

*

Type or Print Title *

This document is a draft of a planned solicitation and is subject to change without notice.



**REQUEST FOR PROPOSALS (RFP) No. 01083
FOR
FIRST/LAST MILE ON-DEMAND TRANSIT SERVICE TO/FROM TRANSIT FACILITIES**

PRE-PROPOSAL CONFERENCE TO BE HELD:

_____, 2019 at __:00 AM (local time)
111 NW 1st Street, — Floor, Conf. Rm. __, Miami, Florida

ISSUED BY MIAMI-DADE COUNTY:

Internal Services Department, Strategic Procurement Division
For
Department of Transportation and Public Works Department (DTPW)

MIAMI-DADE COUNTY CONTACT FOR THIS SOLICITATION:

Marie Williams, Procurement Contracting Officer
111 NW 1st Street, Suite 1300, Miami, Florida 33128
Telephone: (305) 375-3248
E-mail: marie.williams@miamidade.gov

**PROPOSALS DUE:
INSERT DATE AND TIME**

**IT IS THE POLICY OF MIAMI-DADE COUNTY (COUNTY) THAT ALL ELECTED AND APPOINTED COUNTY OFFICIALS AND COUNTY EMPLOYEES SHALL ADHERE TO THE PUBLIC SERVICE HONOR CODE (HONOR CODE). THE HONOR CODE CONSISTS OF MINIMUM STANDARDS REGARDING THE RESPONSIBILITIES OF ALL PUBLIC SERVANTS IN THE COUNTY. VIOLATION OF ANY OF THE MANDATORY STANDARDS MAY RESULT IN ENFORCEMENT ACTION.
(SEE IMPLEMENTING ORDER 7-7)**

Electronic proposal responses to this RFP are to be submitted through a secure mailbox at BidSync until the date and time as indicated in this document. It is the sole responsibility of the Proposer to ensure its proposal reaches BidSync before the Solicitation closing date and time. There is no cost to the Proposer to submit a proposal in response to a Miami-Dade County solicitation via BidSync. Electronic proposal submissions may require the uploading of electronic attachments. The submission of attachments containing embedded documents or proprietary file extensions is prohibited. All documents should be attached as separate files. All proposals received and time stamped through the County's third party partner, BidSync, prior to the proposal submittal deadline shall be accepted as timely submitted. The circumstances surrounding all proposals received and time stamped after the proposal submittal deadline will be evaluated by the procuring department in consultation with the County Attorney's Office to determine whether the proposal will be accepted as timely. Proposals will be opened promptly at the time and date specified. The responsibility for submitting a proposal on or before the stated time and date is solely and strictly the responsibility of the Proposer. The County will in no way be responsible for delays caused by technical difficulty or caused by any other occurrence. All expenses involved with the preparation and submission of proposals to the County, or any work performed in connection therewith, shall be borne by the Proposer(s).

A Proposer may submit a modified proposal to replace all or any portion of a previously submitted proposal up until the proposal due date. The County will only consider the latest version of the proposal. For competitive bidding opportunities available, please visit the County's Internal Services Department website at: <http://www.miamidade.gov/procurement/>.

Requests for additional information or inquiries must be made in writing and submitted using the question/answer feature provided by BidSync at www.bidsync.com. The County will issue responses to inquiries and any changes to this Solicitation it deems necessary in written addenda issued prior to the proposal due date (**see addendum section of BidSync Site**). Proposers who obtain copies of this Solicitation from sources other than through BidSync risk the possibility of not receiving addenda and are solely responsible for those risks.

1.0 PROJECT OVERVIEW AND GENERAL TERMS AND CONDITIONS

1.1 Introduction

Miami-Dade County, hereinafter referred to as the County, as represented by the Miami-Dade County Department of Transportation and Public Works (DTPW), is soliciting proposals from qualified mobility service and technology providers for the development, deployment, marketing and customer services of a First/Last Mile On-Demand Transit Project to improve access to premium transit services in Miami-Dade County. The main goal of the Project is to improve first-and-last mile access to high-demand transit facilities serving major employment, rehabilitation and healthcare centers to enhance mobility options to commuters and differently abled people. Due to funding constraints, the Project will be limited to specific transit facilities.

The purpose of this solicitation is to establish a contract to provide dynamically routed, on-demand, app-based transit services based on real-time trip demand, as specified herein, from a qualified firm that will give prompt and efficient service fully compliant with the terms, conditions and stipulations of the solicitation.

The County will only award a Concession Agreement under this Solicitation to the legal entity that submits the proposal. If the County awards a contract as a result of this solicitation, **the funding may be in part from a Federal Highway Administration (FHWA) funding program, and all federal regulations shall apply.**

The County anticipates awarding a contract for a one-year period, with one, one-year option to renew, at the County's sole discretion.

The anticipated schedule for this Solicitation is as follows:

Solicitation Issued:	January 2019
Pre-Proposal Conference:	See front cover for date, time, and place. Attendance is recommended but not mandatory. If you need a sign language interpreter or materials in accessible format for this event, please call the ADA Coordinator at (305) 375-2013 or email hiwrig@miamidadegov at least five days in advance.
Deadline for Receipt of Questions:	February 2019
Proposal Due Date:	See front cover for date and time.
Evaluation Process:	March 2019
Projected Award Date:	TBD

1.2 Definitions

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

1. The word "Contractor" to mean the Proposer that receives any award of a contract from the County as a result of this Solicitation, also to be known as "the prime Contractor".
2. The word "County" to mean Miami-Dade County, a political subdivision of the State of Florida.
3. The word "Proposal" to mean the properly signed and completed written good faith commitment by the Proposer submission in response to this Solicitation by a Proposer for the Services, and as amended or modified through negotiations.
4. The word "Proposer" to mean the person, firm, entity or organization, as stated on the Proposal Submittal Form, submitting a proposal to this Solicitation.
5. The words "Scope of Services" to mean Section 2.0 of this Solicitation, which details the work to be performed by the Contractor.
6. The word "Solicitation" to mean this Request for Proposals (RFP) document, and all associated addenda and attachments.
7. The word "Subcontractor" to mean any person, firm, entity or organization, other than the employees of the Contractor, who contracts with the Contractor to furnish labor, or labor and materials, in connection with the Services to the County, whether directly or indirectly, on behalf of the Contractor.
8. The words "Work", "Services", "Program", or "Project" to mean all matters and things that will be required to be done by the Contractor in accordance with the Scope of Services, and the terms and conditions of this Solicitation.

1.3 General Proposal Information

The County may, at its sole and absolute discretion, reject any and all or parts of any or all proposals; accept parts of any and all proposals; further negotiate project scope and fees; postpone or cancel at any time this Solicitation process; or waive any irregularities in this Solicitation or in the proposals received as a result of this process. In the event that a Proposer wishes to take an exception to any of the terms of this Solicitation, the Proposer shall clearly indicate the exception in its proposal. No exception shall be taken where the Solicitation specifically states that exceptions may not be taken. Further, no exception shall be allowed that, in the County's sole

discretion, constitutes a material deviation from the requirements of the Solicitation. Proposals taking such exceptions may, in the County's sole discretion, be deemed nonresponsive. The County reserves the right to request and evaluate additional information from any Proposer regarding Proposer's responsibility after the submission deadline as the County deems necessary.

The Proposer's proposal will be considered a good faith commitment by the Proposer to negotiate a contract with the County, in substantially similar terms to the proposal offered and, if successful in the process set forth in this Solicitation and subject to its conditions, to enter into a contract substantially in the terms herein. Proposer proposal shall be irrevocable until contract award unless the proposal is withdrawn. A proposal may be withdrawn in writing only, addressed to the County contact person for this Solicitation, prior to the proposal due date and time, or upon the expiration of 180 calendar days after the opening of proposals.

As further detailed in the Proposal Submittal Form, Proposers are hereby notified that all information submitted as part of, or in support of proposals will be available for public inspection after opening of proposals, in compliance with Chapter 119, Florida Statutes, popularly known as the "Public Record Law."

Any Proposer who, at the time of proposal submission, is involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the Proposer under federal bankruptcy law or any state insolvency law, may be found non-responsible.

To request a copy of any code section, resolution and/or administrative/implementing order cited in this Solicitation, contact the Clerk of the Board at (305) 375-5126, Monday- Friday, 8:00 a.m. – 4:30 p.m.

1.4 Disadvantaged Business Enterprise (DBE) Goal

In keeping with 49 Code of Federal Regulations (CFR) Part 26.21, - the County recommends a race-neutral DBE goal. Furthermore, this project presents a premium opportunity for certified DBE firm(s) who by reason of their certification are ready, willing, and able to provide and assist with the services delineated in the scope of work. It is also recommended that all Prospective Proposers assemble and incorporate into their proposal submittals, their preselected DBE teams.

Bidders should make full use of the certified DBE firms listed in the Unified Certification Program (UCP) website: (<https://fdotxwp02.dot.state.fl.us/EqualOpportunityOfficeBusinessDirectory/>)

See Attachment D - DBE and EEO Requirements for the complete requirements for DBE program compliance. Proposer shall submit with its proposal the applicable documents contained therein.

1.5 Cone of Silence

Pursuant to Section 2-11.1(t) of the Code of Miami-Dade County, as amended, a "Cone of Silence" is imposed upon each RFP after advertisement and terminates at the time a written recommendation is issued. The Cone of Silence prohibits any communication regarding RFPs or RFQs between, among others:

- potential Proposers, service providers, lobbyists or consultants **and** the County's professional staff including, but not limited to, the County Mayor and the County Mayor's staff, County Commissioners or their respective staffs;
- the County Commissioners or their respective staffs **and** the County's professional staff including, but not limited to, the County Mayor and the County Mayor's staff; or
- potential Proposers, service providers, lobbyists or consultants, any member of the County's professional staff, the Mayor, County Commissioners or their respective staffs **and** any member of the respective Competitive Selection Committee.

The provisions do not apply to, among other communications:

- oral communications with the staff of the Vendor Services Section, the responsible Procurement Contracting Officer, provided the communication is limited strictly to matters of process or procedure already contained in the Solicitation document;
- oral communications at pre-proposal conferences and oral presentations before Competitive Selection Committees during any duly noticed public meeting, public presentations made to the Board of County Commissioners during any duly noticed public meeting;
- recorded contract negotiations and contract negotiation strategy sessions; or
- communications in writing at any time with any County employee, official or member of the Board of County Commissioners unless specifically prohibited by the applicable RFP documents.

When the Cone of Silence is in effect, all potential vendors, service providers, bidders, lobbyists and consultants shall file a copy of any written correspondence concerning the particular RFP with the Clerk of the Board, which shall be made available to any person upon request. The County shall respond in writing (if County deems a response is necessary) and file a copy with the Clerk of the Board, which shall be made available to any person upon request. Written communications may be in the form of e-mail, with a copy to the Clerk of the Board at clerkbcc@miamidade.gov.

All requirements of the Cone of Silence policies are applicable to this Solicitation and must be adhered to. Any and all written communications regarding the Solicitation are to be submitted only to the Procurement Contracting Officer with a copy to the Clerk of the Board. The Proposer shall file a copy of any written communication with the Clerk of the Board. The Clerk of the Board shall make copies available to any person upon request.

1.6 Communication with Competitive Selection Committee Members

Proposers are hereby notified that direct communication, written or otherwise, to Competitive Selection Committee members or the Competitive Selection Committee as a whole are expressly prohibited. Any oral communications with Competitive Selection Committee members other than as provided in Section 2-11.1 of the Code of Miami-Dade County are prohibited.

1.7 Public Entity Crimes

Pursuant to Paragraph 2(a) of Section 287.133 of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal for a contract to provide any goods or services to a public entity; may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit proposals on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and, may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

1.8 Lobbyist Contingency Fees

- a) In accordance with Section 2-11.1(s) of the Code of Miami-Dade County, after May, 16, 2003, no person may, in whole or in part, pay, give or agree to pay or give a contingency fee to another person. No person may, in whole or in part, receive or agree to receive a contingency fee.
- b) A contingency fee is a fee, bonus, commission or non-monetary benefit as compensation which is dependent on or in any way contingent upon the passage, defeat, or modification of: 1) any ordinance, resolution, action or decision of the County Commission; 2) any action, decision or recommendation of the County Mayor or any County board or committee; or 3) any action, decision or recommendation of any County personnel during the time period of the entire decision-making process regarding such action, decision or recommendation which foreseeably will be heard or reviewed by the County Commission or a County board or committee.

1.9 Collusion

In accordance with Section 2-8.1.1 of the Code of Miami-Dade County, where two (2) or more related parties, as defined herein, each submit a proposal for any contract, such proposals shall be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management of such related parties in preparation and submittal of such proposals. Related parties shall mean Proposer, the principals, corporate officers, and managers of the Proposer; or the spouse, domestic partner, parents, stepparents, siblings, children or stepchildren of a Proposer or the principals, corporate officers and managers thereof which have a direct or indirect ownership interest in another Proposer for the same contract or in which a parent company or the principals thereof of one Proposer have a direct or indirect ownership in another Proposer for the same contract. Proposals found to be collusive shall be rejected. Proposers who have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred, and any contract resulting from collusive bidding may be terminated for default.

1.10 Contract Security

The Contractor agrees to execute and deliver simultaneously with the executed Contract, a Contractor's Performance and Payment Bond **(and Maintenance Performance and Payment Bond if called for in the Contract)** prepared on the applicable bond form(s) attached hereto. The Bond(s), in the amount of 100% of the Contract amount (unless otherwise specified in the Contract) may be in the form of a Surety Bond written through a local surety bond agency, rated as to Management and Strength as set forth below.

The bonds shall be subject to review and approval by Miami-Dade County, Internal Services Department, Risk Management Division, as well as the Miami-Dade Department of Transportation and Public Works. The Successful Proposer shall be responsible for recording the

bonds in the public records of Miami-Dade County and providing notice to subcontractors and suppliers, as required by Section 255.05 of the Florida Statutes. Said Performance and Payment Bonds shall be maintained in full force and effect for the duration of the contract.

Surety Bond Qualifications: The following specifications shall apply to proposal, performance, payment, maintenance, and all other types of bonds.

- A. All bonds shall be written through surety insurers authorized to do business in the State of Florida as surety, with the following qualifications as to management and financial strength according to the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey:

<u>Bond Amount</u>	<u>Best's Rating</u>
500,001 to 1,500,000	B V
1,500,001 to 2,500,000	A VI
2,500,001 to 5,000,000	A VII
5,000,001 to 10,000,000	A VIII
Over 10,000,000	A IX

On bond amount of 500,000 or less, the provisions of Section 287.0935, Florida Statutes (1985) shall be in effect and surety companies not otherwise qualifying with this paragraph may optionally qualify by:

1. Providing evidence that the surety has twice the minimum surplus and capital required by the Florida Insurance Code at the time the invitation to bid is issued,
2. Certifying that the surety is otherwise in compliance with the Florida Insurance Code, and
3. Providing a copy of the currently valid Certificate of Authority issued by the United States Department of the Treasury under ss. 31 U.S.C. 9304-9308.

- B. Surety insurers shall be listed in the latest Circular 570 of the U.S. Department of the Treasury entitled "**Surety Companies Acceptable on Federal Bonds**", published annually. The bond amount shall not exceed the underwriting limitations as shown in this circular.

- C. The attorney-in-fact or other officer who signs a Contract Bond for a surety company must file with such bond a certified copy of his power of attorney authorizing him to do so. The Contract bond must be countersigned by the surety's resident Florida Agent.

The Contractor may in lieu of a surety bond, submit a Certified Check or Letter of Credit, conditioned upon the faithful performance of the work in strict accordance with this Contract and the completion of the same free from all liens and within the time limit herein specified; the said Bond shall be so worded as to make the Contract a part thereof and shall contain a clause providing the right of suit or action for whose benefit said bond shall be executed as disclosed by the text of said Bond and Contract to the same extent as if he or they were the obligee or obligee therein specifically mentioned, and all such persons shall be held or deemed to be obligee thereof.

Florida Statutes 255.05 provide for the following conditions to be made in all Performance and Payment Bonds relating to public projects.

"A claimant, except a laborer, who is not in privity with the Principal and who has not received payment for his labor, materials, or supplies shall, within forty-five (45) days after beginning to furnish labor, materials, or supplies for the prosecution of the work, furnish the Principal with a notice that he intends to look to the bond for protection."

"A claimant who is not in privity with the Principal and who has not received payment for his labor, materials, or supplies shall, within ninety (90) days after performance of the labor or after complete delivery of the materials or supplies, deliver to the Principal and to the Surety written notice of the performance of the labor or delivery of the materials or supplies and of the non-payment."

"No action for the labor, materials, or supplies may be instituted against the Principal or the Surety unless both notices have been given. No action shall be instituted against the Principal or the Surety on the bond after one (1) year from the performance of the labor or completion of delivery of the materials or supplies."

2.0 SCOPE OF SERVICES

2.1 Background

New technology and service innovations are transforming transportation systems across the nation and changing the way we travel, providing more travel options and convenience. In its role as a mobility management agency, DTPW is seeking to deploy and test innovative service delivery models to improve first-and-last mile access to premium transit service and increase travel possibilities for commuters and ambulatory paratransit riders.

The County is requesting Proposals for the development, deployment, marketing and customer service of a dynamically routed, on-demand, mobile app-based transit service model to provide nearby door-to-door rides to-and-from Metrorail, Transitway and other transit facilities. The Metrorail system connects with the Miami International Airport (MIA), Miami Intermodal Center (MIC), Downtown Miami area and South Miami Transitway. The Transitway is a 19.8-mile two-lane, at-grade corridor exclusively for DTPW bus service which runs parallel to U.S. 1 from SW 344th Street in South Miami-Dade to the Dadeland South Metrorail Station. There are 30 stations (including Dadeland North) and six (6) park-and-ride lots along the Transitway. The Metrorail system is a 25-mile heavy rail, carrying 24% (68,400 daily passengers) of the overall transit system ridership. The County envisions an easily scalable service model that integrates real-time dynamic operations technology and the "right-sizing" of vehicles based on real-time trip demand. The technology should enable a fully automated scheduling, dispatching, reservation, real-time ride matching and dynamic routing system for real-time demand responsive transportation service. The proposer will make service available, at a minimum, on weekdays, and will provide all capital, operations, maintenance and marketing of the Project.

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

The Project is anticipated to be funded in part through the Federal Highway Administration (FHWA)'s Congestion Mitigation and Air Quality (CMAQ) Program and the Florida Department of Transportation (FDOT)'s Service Development Program.

The desired outcomes of the Project are:

- A. Evaluate the viability of dynamically routed, on-demand and app-based service model for transit.
- B. Provide first-and-last mile services to improve commuters' and ambulatory paratransit riders' access to transit facilities nearby major employment, education, rehabilitation and healthcare centers.
- C. Collect data to gain a better understanding of what riders want in the transportation network and how to meet customer needs.

With the implementation of this Project, the County aims to achieve the following goals:

- A. Create transit access to shorten trip time and seamlessly connect public transportation customers with premium transit.
- B. Provide first-and-last mile access services to attract new transit riders and increase the utility of public transit for trips starting or ending away from high-frequency transit routes.
- C. Provide an option for spontaneous trips, lower trip costs and improved user experience for ambulatory paratransit riders (same-day paratransit rides) connecting with transit.
- D. Explore the use of new service delivery model to provide paratransit services combined with public train and bus services.
- E. Inform the DTPW's strategic planning efforts, including the development and implementation of the Strategic Miami Area Rapid Transit Plan (SMART Plan).
- F. Prioritize transit and core areas. Serve as a feeder to existing public transit system and help create the ecosystem of options that will support the SMART Plan Corridors as the backbone of the transportation system.
- G. Explore opportunities to optimize public transportation network efficiency.
- H. Define a role for emerging mobility services and providers.

- I. Evaluate and determine the long-term feasibility of contracting out the provision of first-and-last mile access services.
- J. Promote innovation in the delivery of public transportation services and plan for emerging technologies and business models.

2.2 Minimum Qualification Requirements

The Proposer(s) should, at a minimum, possess:

- (i) a proven track record for development and deployment of a dynamically routed, data-driven service models based on real-time passenger demand;
- (ii) previous experience in successfully completing and operating demand responsive, dynamically routed, data-driven service models;
- (iii) the ability to make service available, at a minimum, on weekdays, and will provide all capital, operations, maintenance and marketing of the Project;
- (iv) the ability to expand service to other transit facilities in the County; and
- (v) the authority to submit the proposal and bind the Proposer through execution of a Concession Agreement(s).

2.3 Service Concept

The County's requirements for the project implemented under this contract include, but are not limited to:

- A. The project will include real-time ride matching and dynamically routed service, meaning that the route to destination can change based on real-time demand without affecting rider's travel time (in-vehicle time) and wait time (pick-up time).
- B. Provide shared, on-demand, dynamically routed, near-door-to-door rides (nearby pick-up/drop-off location) to-and-from transit facilities for customers connecting with rail or bus within designated service zones. The specific boundaries of service zones will be defined during the Project scoping.
- C. Serve short trips under three (3) miles to-and-from transit facilities to allow for faster passenger trips and short wait times.
- D. Customers will request a ride in real-time via their smartphone/mobile devices, website or phone call.
- E. Customers will be picked-up (rider's wait time from the time a ride is requested), on average, no more than 10-to-15 minutes, and will be dropped off at their destination, on average, no more than 10-to-15 minutes later (in-vehicle time).
- F. Vehicles will be assigned to complete one or more trips at a time, aiming to maximize vehicle occupancy, and minimize vehicle miles traveled (VMT), while maintaining the desired level of service (LOS) (wait time of no more than 10-to-15 minutes and in-vehicle time of no more than 10-to-15 minutes). To maintain the desired LOS, the number of deviations to pick-up/drop-off passengers will be limited. LOS parameters could change during the Project scoping.
- G. The service will be provided using smaller, wheelchair-accessible vehicles with capacity to transport a minimum of five (5) and up to 12 passengers.
- H. Customers will be able to request a wheelchair accessible vehicle.
- I. Customers who have indicated that they require a wheelchair accessible vehicle will be provided an equivalent service, approximating as much as possible the following parameters (same as those set above):
 - Provide shared, on-demand, dynamically routed, near-door-to-door rides to-and-from transit facilities for customers connecting with rail or bus within designated service zones.
 - Customers will request a ride in real-time via their smartphone/mobile devices, website or phone call.
 - Serve short trips under three (3) miles to-and-from transit facilities to allow for faster passenger trips and short wait times.
 - Customers will be picked-up (rider's wait time from the time a ride is requested), on average, no more than 10-to-15 minutes, and will be dropped off at their destination, on average, no more than 10-to-15 minutes later (in-vehicle time).
- J. The service will be available, at a minimum, on weekdays from 6:30 am to 7:00 pm.
- K. Customer service will be provided by the contractor during all hours when the service is operating and during limited hours when the service is not operating. Customer services hours will be defined during Project scoping.
- L. The Contractor will provide all capital, operations, maintenance and marketing of the Project.
- M. Ongoing marketing of service will be conducted by the Contractor.

- N. The Project is anticipated to have an initial term of one (1) year, with an option for a renewal of one (1) additional year based upon service performance at the County's sole discretion.
- O. The Contractor should be able to scale service based on trip demand.
- P. The Contractor should be able to expand service to and other transit facilities in the County.
- Q. The County will have full access to and ultimately retain ownership of all data associated to the Project.

2.4 Service Plan

Proposed Service Zones

The proposed service will serve first-and-last mile trips for commuters and ambulatory paratransit trips connecting to transit facilities. Proposals should be developed considering that the first-and-last mile services will be offered in the three (3) transit-related regional centers listed below. The final locations and specific boundaries of service zones will be defined during the Project scoping, and additional locations may be added as considered pertinent throughout the Project's implementation.

- 1) **Dadeland area:** Metrorail stations within the Dadeland service zone are Dadeland South, Dadeland North and South Miami. The ridership at these stations combined accounts for 24% of the total Metrorail boardings. All three (3) stations have Park-and-Ride lots with up to 98% daily occupancy. There are over 2,000 parking passes registered within 3-mile of Dadeland stations. Table 2.4.1 shows the average weekday boardings at each station, parking spaces, parking occupancy, active registered users nearby each station, and all connecting Metrobus routes.

Table 2.4.1: Dadeland Service Zone Characteristics

Metrorail Station (North to South)	Avg. Weekday Boardings	Parking Spaces at Park-and-Ride	Parking Occupancy	Registered Users within 3miles of Station	Connecting Metrobus Routes
South Miami	2,921	1,081	80%	5,397	37, 57, 72, 500 Midnight Owl
Dadeland North	6,091	1,963	98%	4,492	87, 88, 104, 204 Killian KAT, 272 Sunset KAT, 288 Kendall Cruiser, 500 Midnight Owl
Dadeland South	7,598	1,280	97%	4,562	31 Busway Local, 34 Express, 38 Busway MAX, 52, 73, 252 Coral Reef MAX, 287 Saga Bay MAX, 500 Midnight Owl
TOTAL	16,610	4,324		14,451	

- 2) **Civic Center area:** The Civic Center station, located in the Health District, serves major employment, healthcare and education centers in the County. The station has an average of 6,000 weekday boardings and has no parking. Four major rehabilitation and training centers for people with disabilities are located within 1-mile distance of the station. The Special Transportation Services (STS) transport an average of 240 paratransit riders to and from these centers every day. Additionally, approximately 533 active STS riders live within 1-mile of the Civic Center station. Table 2.4.2 shows the average weekday boardings at the Civic Center station, rehabilitation and training centers nearby the station, active paratransit customers (STS riders) registered within 1-mile distance of the station, and all connecting Metrobus routes.

Table 2.4.2: Civic Center Service Zone Characteristics

Metrorail Station	Avg. Weekday Boardings	Rehabilitation and Training Centers within 1-mile of Station	Active Registered STS Customers within 1-mile of Station	Connecting Metrobus Routes
Civic Center	6,000	4	533	12, 32, 95 Express Golden Glades, 95 Express Broward Blvd - Civic Center, 95

				Express Sheridan St - Civic Center, 113 Route M, 246 Night Owl
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- 3) **Palmetto Bay area:** The segment of the Transitway located in the Palmetto Bay area has seven (7) Transitway stations and two (2) of the stations have Metrobus Park-and-Ride lots. The Park-and-Ride lots combined have 349 parking spaces with 100% daily occupancy. Parking is free at Metrobus Park-and-Ride lots. The Transitway stations within the Palmetto Bay area have a combined average of 2,865 weekday boardings. The Village of Palmetto Bay has a population of 45,222 residents with the majority of the population residing within a 2-mile radius from the selected Transitway segment. Table 2.4.3 shows the average weekday boardings at each station, parking spaces, parking occupancy, and all connecting Metrobus routes.

Table 2.4.3: Palmetto Bay Service Zone Characteristics

Transitway Station	Avg. Weekday Boardings	Parking Spaces at Park-and-Ride	Parking Occupancy	Connecting Metrobus Routes
SW 136 St.	667			31 Busway Local, 38 Busway MAX, 52, 252 Coral Reef Max, 287 Saga Bay Max
SW 144 St.	914			31 Busway Local, 38 Busway MAX, 39 Express, 252 Coral Reef Max, 287 Saga Bay Max
SW 152 St.	374	200	100%	31 Busway Local, 38 Busway MAX, 39 Express, 287 Saga Bay Max
SW 160 St.	410			31 Busway Local, 38 Busway MAX, 39 Express, 287 Saga Bay Max
SW 168 St.	779	149	100%	31 Busway Local, 38 Busway MAX, 39 Express, 287 Saga Bay Max
SW 173 St.	419			1, 31 Busway Local, 38 Busway MAX, 39 Express,
W Indigo St.	456			31 Busway Local, 38 Busway MAX
TOTAL	4,017	349		

- 4) **Cutler Bay area:** The segment of the Transitway located within the Cutler Bay area has six (6) Transitway stations and a Metrobus Park-and-Ride lot located at the SW 112 Avenue station. The Park-and-Ride lot has 450 parking spaces with up to 98% daily occupancy and parking is free. The Transitway stations within the Cutler Bay area have a combined average of 4,000 weekday boardings. The Town of Cutler Bay has a population of 40,286 residents with approximately 65% of the population residing within a 2-mile radius from the selected Transitway segment. Table 2.4.4 shows the average weekday boardings at each station, parking spaces, parking occupancy, and all connecting Metrobus routes.

Table 2.4.4: Cutler Bay Service Zone Characteristics

Transitway Station	Avg. Weekday Boardings	Parking Spaces at Park-and-Ride	Parking Occupancy	Connecting Metrobus Routes
SW 184 St.	674			31 Busway Local, 34 Express, 35 Busway, 38 Busway MAX
Marlin Dr.	697			31 Busway Local, 34 Express, 35 Busway, 38 Busway MAX
SW 112 Ave.	1,022	450	98%	1, 31 Busway Local, 34 Express, 35 Busway, 38 Busway MAX, 39 Express, 52, 200 Cutler Bay Local
SW 200 St.	1,165			1, 31 Busway Local, 34 Express, 35 Busway, 38 Busway MAX, 39 Express, 52, 200 Cutler Bay Local
SW 216 St.	268			34 Express, 38 Busway MAX

SW 220 St.	175			34 Express, 38 Busway MAX
TOTAL	4,000	450		

The map in Figure 1 illustrates the preliminary service areas, Civic Center, Dadeland, Palmetto Bay and Cutler Bay for the proposed First-and-Last Mile On-Demand Transit service. The final locations and specific boundaries of service zones will be defined during the Project scoping.

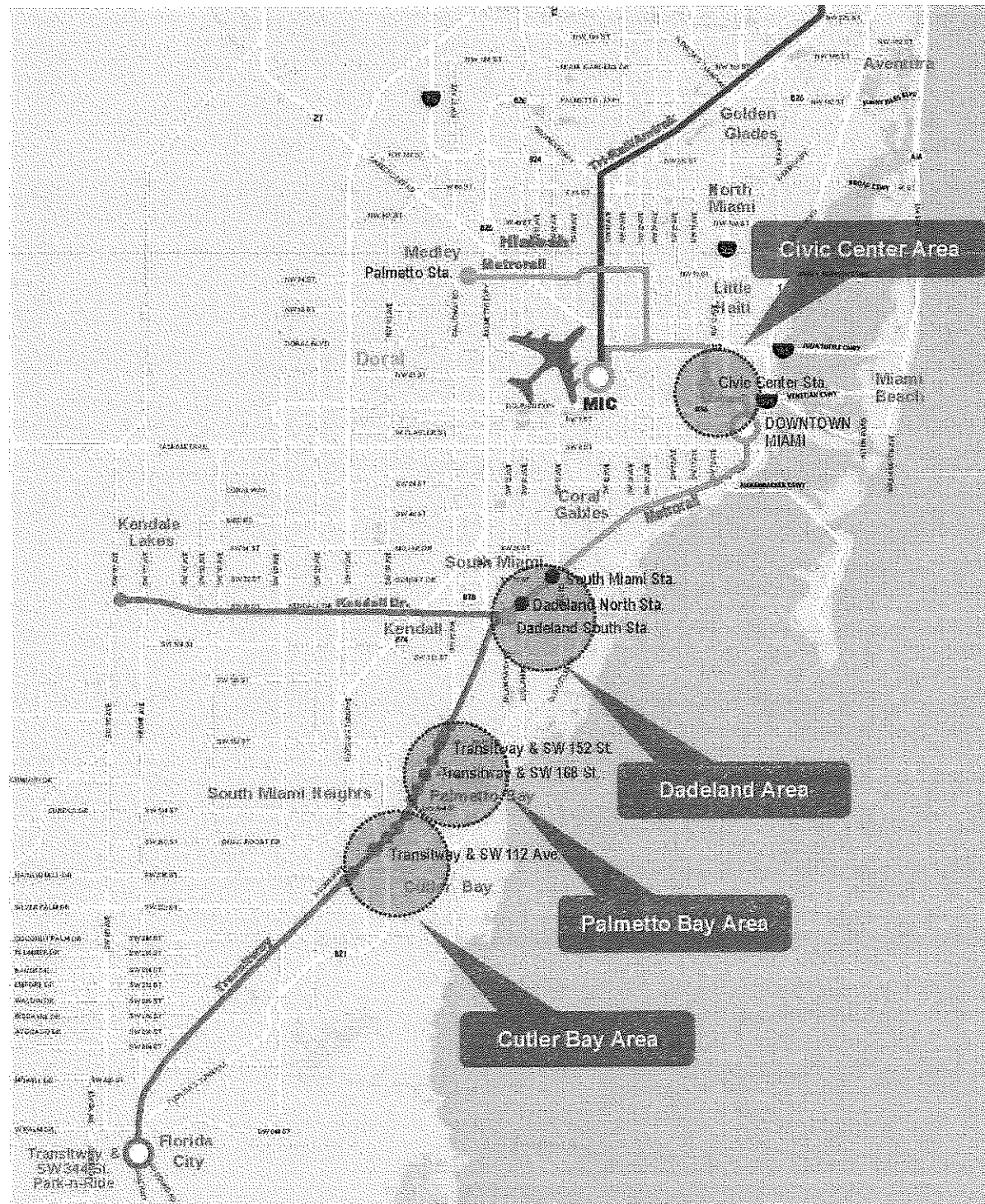


Figure 1: Preliminary service zones map for First-and-Last Mile On-Demand Transit Project. Service zones are shown by blue circles. Service area boundaries to be defined during the Project scoping. (The map is not drawn to scale.)

Hours and Days of Service

The service will be available, at a minimum, on weekdays from 6:30 am to 7:00 pm. The specifics of the operating hours plan will be defined during the Project scoping.

Qualified Trips

Specific service zone boundaries will be defined during the Project scoping. Qualified first-and-last mile trips are:

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

Trips that do not include the transit facility as the origin or destination of the trip will not be qualified trips under the Project.

Trip Booking

The Contractor will offer a smartphone app (compatible with major versions for both iOS and Android), and to be integrated with the MDT Tracker app or trip planning app in the future, as the main tool for customers to request rides under the Project. The Customer will input the desired origin-destination pair, and upon confirmation that the requested trip is indeed a qualified trip under the Project, the Customer will get a confirmation that the service has been booked and the estimated time of arrival of the assigned vehicle. The Customer will be able to track in real time its ride.

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

Trip Routing and Dispatching Platform

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

The centralized platform should be able to complete, in real time, the following tasks in a fully automated manner without human intervention:

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

2.5 Service Operations and Performance

Level of Service (LOS)

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

Proposals should demonstrate the ability to deliver the target LOS or higher, while minimizing the total number vehicles used and miles traveled per-passenger. Such should be based on the operational model and the proposer's experiences elsewhere in successfully completing and operating demand responsive, dynamically routed, app-based service models based on real-time passenger demand,

Vehicles' Technical Specifications and Licenses

Standard Service

The County does not request any additional vehicle specification in terms of size, passenger capacity, vehicle type, etc., as long as each vehicle used is licensed to provide the first-and-last mile transportation service offered by the Contractor in its proposal and vehicles have capacity to transport a minimum of five (5) passengers and up to 12 passengers. The Contractor shall ensure that all vehicles used in the provision of Services under the Contract shall not exceed six (6) model years during the life of the contract including any time extension. All vehicles, including wheelchair accessible vehicles, must meet all safety and mechanical standards established by County Codes, Florida State Statutes, Passenger Transportation Regulatory Division (PTRD) and Federal regulations, if any and have passed all required inspections. The Contractor is responsible for ensuring that all relevant Federal, State, and local regulations are complied with.

Wheelchair Service

Wheelchair accessible vehicles shall be equipped to allow for the safe loading, securing, and travel for passengers who use wheelchairs based on the vehicle's wheelchair capacity, in compliance with required specifications and regulations set forth by the FTA for wheelchair accessible vehicles. The wheelchair accessible vehicles will be either lift or ramp equipped to accommodate wheelchairs, and shall have a manual backup to its lift system as required by ADA. The lift shall incorporate an emergency method of deploying, lowering to ground level with a lift occupant, and raising and stowing the empty lift if the power to the lift fails.

The Contractor shall ensure that vehicles used in the provision of services under the Contract comply with or exceed the manufacturer's safety and mechanical standards for the particular vehicle and model, FDOT Rule 14-90, and applicable standards set by PTRD regulations, and have passed all required inspections.

Fleet Size and Affiliation

Standard Service

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

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

Wheelchair Service

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

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

Vehicles' Inspections and Documentation Requirements

The Contractor shall maintain an accurate list of all vehicles (including wheelchair service vehicles) providing services under the Contract, including but not limited to, specific type of vehicle, County operating permit numbers, vehicle identification numbers (VIN), and Certificates of Transportation numbers issued by the County. The information shall be provided to the County on the fifth (5th) of each month and at any other time requested by the County. The Contractor shall provide the County with proof of vehicle permit, licensing and a passed For-Hire Vehicle inspection conducted by PTRD for all vehicles to provide services under the Contract prior to initiating service. The Contractor shall notify the County within twenty-four (24) hours of vehicles being added or removed from service, of any permit

changes, and any other changes as they occur. Legible copies of PTRD Form TD42 or Vehicle Inspection Report, as may be changed from time to time, will suffice. All vehicles shall be made available for inspection during normal business hours by the County, at its discretion. PTRD inspection costs shall be paid by the Contractor.

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

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

Drivers' Licenses and Training

Standard Service

Proposals that include the use of civilian drivers must ensure that all relevant Federal, State, and local regulations are complied with, including driver trainings, certification, and/or licensure, as needed. All drivers need to hold a current valid, Florida State Driver's License and Miami-Dade County Chauffeur Registration providing legal authority to operate the specific first-and-last mile transportation service offered by the Contractor in its proposal. Proposers shall clearly demonstrate that insurance and liability coverage will be provided for drivers.

Wheelchair Service

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

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

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

Drivers' Pool and Affiliation

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

Drivers' Duties

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

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

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

Vehicles' Safety and Security Equipment

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

- Security Cameras
- Mobile Digital Video Recorder (MDVR)
- Mobile Application Interface

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

Vehicle Routing Hardware and Software

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

2.6 Fare Structure and Collection

Fare Structure

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

The Contractor will be responsible for coordinating payment and EASY Card system integration, the Miami-Dade Transit passenger fare collection system, within the technology platform and/or across other agency applications, as necessary. During the scoping of the Project, the County will work with the Contractor to provide free rides for the first three (3) months as introductory service.

Payment Method

The Contractor will offer efficient tools for customers to pay the trip fare via smartphone application (i.e. swipe, tap-on, etc.) by credit card, debit card, prepaid cards, others, or cash, if necessary, to allow for wide access to all potential customers, and to accommodate disadvantaged populations, including those that are disabled, unbanked, people without a smartphone or without access to internet, and those that have low technology literacy.

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

2.7 Data Sharing

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

Once service has commenced, the Contractor will collect and provide to the County, as a minimum, the monthly customer trip data, vehicle run data and trip request data specified in tables 2.7.1- 2.7.3, subject to revision during Project scoping.

The Contractor will be required to comply with DTPW's data sharing requirements and data privacy standards for Shared Active Transportation.

Customer Trips

The County desires to collect the following the following data elements from each individual customer trip:

Table 2.7.1: Data Parameters from Individual Customer Trips Completed

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

The County needs to track whether each customer uses the service as a first-and-last mile ride to access Metrobus or Metrorail. Since the validation most likely will take place through the EASY Card system, the Contractor will not have access to passenger account records. The County encourages proposers to offer a feasible solution to validate trips and linking customer account number or ticket number with completed trips.

Vehicle Runs

The Contractor will collect the following data elements, or as similar as possible given the proposed business and service model, from each vehicle run completed (vehicle run understood as every trip starting and ending at the transit facility, subject to revision during Project scoping).

Table 2.7.2: Data Parameters from Vehicle Runs Completed

	Vehicle Run Data Element	Data Parameters
1	Run unique identifier	Number
2	Date	Month, day, year
3	Location at start of run	Transit facility
4	Time at start of run	Hour, minute
5	Number of passenger boardings at the end of run, N	Number

6	Number of passenger alightings at end of run, Z	Number
7	Location of boarding passenger #n (n=1,2, ..., N)	xy coordinates, or similar
8	Time at boarding passenger #n (n=1,2, ..., N)	Hour, minute
9	Location of alighting passenger #n (n=1,2, ..., N)	xy coordinates, or similar
10	Time at alighting passenger #n (n=1,2, ..., N)	Hour, minute
11	Time at end of run	Hour, minute
12	Total mileage of route on the road network	Miles
13	Load (maxim number of passengers at a time)	Number

Each vehicle run can have 1 to N passengers. The data on boarding and alighting passengers may vary with time of the day, traffic conditions, vehicle type and the actual number of boardings and alightings completed during the run. Qualified customer trips will start or end at an associated transit facility. The Contractor will provide location and time of boarding and alighting for passenger #n, where n=1, 2, ..., N.

Trip Requests

The Contractor will collect the following data elements from each individual customer trip request.

Table 2.7.3: Data Parameters from Individual Trip Requests

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

Data Privacy and Security

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

The County understands that some proposers may find that sharing the information requested with a public agency, subject to public disclosure laws, could compromise proprietary information vital to their business. In such cases, the Contractor may propose and the County will consider an alternative data sharing solution. Any solution proposed must allow the County to comply with law.

Customer Surveys

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

2.8 Program Management

Program Team

The County desires the Contractor to have a team dedicated to the Project and to collaborate with the County staff in all matters related to the scoping, planning, deployment and operation of the Project, including conducting analyses, conducting training and public outreach activities, and providing technical support.

Reports

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

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

Invoices

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

Marketing and Promotions

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

The County is seeking proposals in which i) the Proposer team has previous experience in successfully conducting marketing of new transit services or similar service delivery model; ii) marketing and promotions can be available in multiple languages, including Spanish and Creole; iii) the mobile app, the vehicles and/or other service elements may be branded with County's logo; and iv) the marketing strategy includes a team of ambassadors at transit facility assisting and informing transit customers about the new service and how to use it.

2.9 User Training and Technical Support

System and User Training

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

Technical Support

The Contractor shall provide ongoing technical support for the duration of the Project, which will be one (1) year from the start of revenue service (commence of service), with an option for a renewal of one (1) additional year based upon service performance at the County's sole discretion. Proposals must indicate the level of technical support and ongoing monitoring that will be provided in order to ensure the system is functioning properly. Software upgrades should be provided as soon as they are available. Technical support shall include, but is not limited to:

- A. **Mobile App and User Support during Operating Hours:** Phone and email responses to software failures or questions within 24 business hours.
 - Assistance with questions on use of approved software configuration and software version
 - Availability of experts to confer on software new release installation and fixes to bugs
 - Software upgrades
- B. **Hardware Support**
 - Troubleshooting hardware or network failure
 - Assistance with technical recommendations focused on improving system performance

2.10 Customer Service

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

- A. Staff available to respond to customer calls during service hours.
- B. Customer service assistance via mobile app at any point in time when service is in operation.
- C. Staff addressing customer service concerns related to safety. All safety concerns shall be addressed immediately and reported to the County within two (2) hours.
- D. Access to the County to all customer service comments, questions, requests or complaints.

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

3.0 RESPONSE REQUIREMENTS

3.1 Submittal Requirements

In response to this Solicitation, Proposer should **complete and return the entire Proposal Submission Package**. Proposers should carefully follow the format and instructions outlined therein. All documents and information must be fully completed and signed as required and submitted in the manner described.

The proposal shall be written in sufficient detail to permit the County to conduct a meaningful evaluation of the proposed services. However, overly elaborate proposals are not requested or desired.

3.2 Contents of the Proposal – Technical Criteria

The County deems certain documentation and information important for the purpose of evaluating proposals. Proposals should seek to avoid information in excess of that requested, must be concise, and must specifically address the issues of this RFP. The technical criteria are itemized in **Section 4.2 Evaluation Criteria** with their respective weights for a maximum total of 100 points per Competitive Selection Committee member. **The Proposer should respond to all questions and provide the information requested including:**

1. Proposers' Company or Consortium

- A. State the name of your company, or companies, their area of expertise, and their experience in that area of expertise.

- Describe dynamic on-demand service contracts your company has either ongoing or completed that that best demonstrate the company's experience with services similar in scope to those requested herein. Where possible, list and describe those projects performed for government clients or similar size private entities (excluding any work performed for the County). Provide client details and dollar value of contracts.
- Provide information regarding all key personnel that will be assigned to this project. Key personnel refer to all managers, supervisors, trainers, technical users, legal, and other professional staff, including those of subcontractors. This information should clearly identify:
 - i. Title of each key personnel.
 - ii. Distinguish the Proposer's employees and employees of the sub-contractors or sub-consultants.
 - iii. Describe the functions to be performed by each key personnel, and identify the Proposer's Project Manager.
 - iv. Resumes describing the relevant experience on previous similar projects, qualifications, and other vital information of all key personnel who will be assigned to this project.
- B. List the names and addresses of all first-tier subcontractors, including carriers, who will be assigned to this project. Describe the extent of work to be performed by each first-tier subcontractor, the relevant experience on previous similar projects, qualifications, and other vital information.
- C. List all contracts which the Proposer and subcontractors have performed for Miami-Dade County. The County will review all contracts the Proposer has performed for the County in accordance with Section 2-8.1(g) of the Miami-Dade County Code, which requires that —a Bidder's or Proposer's past performance on County Contracts be considered in the selection of Consultants and Contractors for future County Contracts. As such the Proposer must list and describe all work performed for Miami-Dade County and include for each project: (i) name of the County Department which administers or administered the contract, (ii) description of work, (iii) total dollar value of the contract, (iv) dates covering the term of the contract, (v) County contact person and phone number, (vi) statement of whether Proposer was the prime contractor or subcontractor, and (vii) the results of the project.
- D. State name of company's representative and contact information.

NOTE: The aforementioned information shall be provided as requested on Attachment B - Proposer Information Sheet.

2. Understanding of Goals and Issues

- A. State your company's understanding of the project goals and objectives, the company's general fit to meet such goals and objectives, and the general framework of your proposal to provide the requested services.

3. Service Trip Routing and Dispatching Platform

- A. Describe the smartphone app proposed by your company to submit trip requests under the program.
 - Is it available for the last three (3) major versions of iOS and Android?
 - Will it send a confirmation message to the customer?
 - Will it provide a real-time estimate of the time of pick-up?
 - Besides English, does it support any other language(s)?
 - Are there special functionalities for customers that are blind or low-vision?
 - Will it allow customers to request wheelchair accessible vehicles?
 - What other types of functionalities and customizations are available to support this Project?
 - Will the mobile app and vehicle fleet be branded with the County's logo, as approved by the County?
- B. State whether your company is offering a call center solution to make trip requests, its hours of operation, available languages, and whether TTY is also available. If there is no call center, do you have a recommendation to make the service available to customers that do not own smartphones?
- C. Describe how your company's platform (algorithms) would identify whether or not a trip request is a qualified trip? How does it intake requests from the smartphone app and call center (if available)? How does it process such trip requests, and with what level of accuracy?
- D. Is your company's platform (algorithms) capable of providing fully automated real-time ride matching, booking, scheduling, dispatching, and dynamic routing system? Explain.

- E. Describe how your company's platform (algorithms) dispatches a specific vehicle to attend a specific trip request and how the most efficient route to do so is identified.
- F. Explain how your company's platform (algorithms) provides real-time ride-matching and routing?
- G. Explain how your company's platform (algorithms) compares to other similar tools in the market. Based on your operational model and experiences elsewhere, estimate the number of passengers and total vehicle miles traveled per-passenger miles completed in the provision of the proposed service, meaning, per vehicle run (preferably) or per day:
 - *Total Ridership* = Total passengers per day/vehicle
 - *Total vehicle miles traveled* = Total deadhead miles + Total passenger miles
 - *Per-passenger miles* = Total vehicle miles traveled/Total number of passenger trips completed
- H. Describe the pros and cons of offering door-to-door service vs. near door-to-door locations (nearby pick-up/drop-off locations), given your company's vehicle fleet and routing platform proposal, and your company's ultimate recommendation on this service parameter.
- I. Describe how your company's platform selects and assigns "virtual stops" for near door-to-door (nearby pick-up/drop-off locations).
- J. Explain parameters and assumptions for selecting nearby pick-up/drop-off locations.
- K. Describe tools made available for customers to know in real time, their estimated pick-up time and estimated time of arrival to their destination.
- L. Describe tools made available for customers to coordinate their trip request with Metrorail and Metrobus real-time bus vehicle location feed to ensure well-timed transfers.

4. First-and-Last Mile Transportation Service Operations

- A. Provide a brief general description of how your company would provide the transportation services at the target LOS?
- B. Identify the type of vehicle and vehicle licenses considered in the proposal. Explain why your company is considering such type of vehicle, vehicle's capacity, and the pros and cons that stem from such vehicle choice.
- C. State the proposed size of your company's vehicle fleet so as to deliver the proposed LOS at service launch.
 - Does the proposed fleet includes wheelchair accessible vehicles, and how many?
 - Will the wheelchair accessible vehicles be lift or ramp equipped to accommodate mobility limited users including, but not limited to, wheelchairs (motorized and non-motorized), walkers, canes, crutches, speech impairments, vision impairments (including sighted guide techniques), hearing impairments, and slow moving elderly, and provide bicycle storage, as feasible?
 - What would be the timetable to have that vehicle fleet (including wheelchair accessible vehicles) readily available and properly licensed for service launch?
 - How are the vehicles in your fleet affiliated to your company? Will your company have guaranteed access to them (including wheelchair accessible vehicles) to meet the agreed upon LOS during service hours?
- D. State the proposed safety and communications equipment your company is proposing to install on each vehicle.
- E. What type of maintenance protocols does your company put in place to ensure that the fleet is in top condition for service provision?
- F. State the drivers' affiliation to your company, their expected hourly wages and/or benefits.
- G. Drivers' licenses, roster, testing, and training:
 - Required drivers' licenses:
State your ability to maintain Chauffeur standards:
 1. Drivers are required to maintain a current valid Miami-Dade County Chauffeur Registration and State of Florida Driver's to operate the vehicles in the fleet.
 2. Conduct all background checks and training considered necessary to greenlight any driver's operation of a vehicle.
 - Do drivers receive safety and customer service training beyond the requirements of the license used to provide the service?

- State the proposed size of your drivers' roster to deliver the proposed LOS at service launch.
- What would be the timetable to have that roster readily available and properly licensed for service launch?
- What type of regular testing and supplementary protocols does your company plan to put in place to ensure that all drivers are in top condition for service provision?
- Describe any proposed protocols to manage drivers' workload.
- What type of Passenger Assistance Techniques (PAT) or equivalent training for drivers is your company planning to provide to ensure sensitivity to and safe transport of persons with disabilities and the elderly?

H. What type of tools or on-board equipment will your company deploy in each vehicle to guide drivers to each passenger pick-up and drop-off location? How are drivers trained in the use of these tools?

5. Fare Collection and Payment Methods

- A. Explain how your platform will be able to differentiate different service requests (regular, wheelchair accessible vehicles) and customer types (fares can be full fare, discounted fare or free ride depending on the type of pass or program the customer is eligible to), so as to charge the appropriate fare.
- B. Explain fare payment methods offered, and whether your company is proposing any solution to facilitate fare payment by unbanked populations.
- C. Does your company have or plans to have a Customer Cancellation and No-Show policy? What is your company's ultimate recommendation? Explain proposed conditions and customer fees.
- D. What is the driver's wait time at the pick-up location for early and on-time vehicle arrivals for No-Show? How long a driver will wait for a customer at the pick-up location without impacting other passengers' travel time?
- E. Explain your company's policy for late pick-up, missing pick-up and trip cancelation.
 - Explain your company's proposed customer fare refund policy, including conditions and refund methods. What is your company's ultimate recommendation?
 - Explain your company's proposed customer fare refund policy, including conditions and refund methods for trip cancelation or No-Show by Customer. What is your company's ultimate recommendation?

6. Data Collection and Sharing

- A. Based on the list of customer trip data elements in Table 2.7.1 of Section 2.7, enumerate and describe the data elements and parameters your company will share for every individual customer trip. Explain how your company will measure these elements.
- B. Based on the list of vehicle run data elements in Table 2.7.2 of Section 2.7, enumerate and describe the data elements and parameters your company will share for every individual vehicle run. Explain how your company will measure these elements.
- C. Based on the list of trip request data elements in Table 2.7.3 of Section 2.7, enumerate and describe the data elements and parameters your company will share for every individual vehicle run. Explain how your company will measure these elements.
- D. Explain your company's proposal to track customers' transfer from the first-and-last mile service to Metrorail and Metrobus at the transit facility.
- E. Explain the protocols your company will put in place to anonymize any customer data to the greatest extent possible before it is passed on the County.
- F. If needed, explain your company's data sharing platform/solution.
- G. Explain your company's general proposal to conduct the requested midpoint and end of program user surveys.

7. Project Management

- A. Describe the team put in charge of managing this project, their areas of specialty, their dedication to the project, based upon a 40-hour work week, their professional experience including similar projects and service delivery models, and their location.
- B. State your ability to comply with the required submission of monthly reports, and monthly invoices. Recommend an alternative approach if needed.
- C. Describe your company's marketing and promotional strategy:
 - Describe the team put in charge of managing the marketing and promotional strategy.

- Describe your suggested marketing and promotional strategy to support the Project before, during and after deployment. Include a description of proposed marketing materials, promotional events, media/online advertising, etc., the team experience in delivering these products and activities for new or similar transit or transportation services, and results achieved.
- Describe your company's ability and experience in branding the mobile app, vehicles and/or other service elements with the County's logo.
- Does your marketing strategy include the provision of ambassadors assisting and informing transit customers at the transit facility (only at transit facilities included in the Project)? What is your company's recommendation?

D. Describe your company's customer service plan.

E. State your ability to comply with all the listed insurance requirements, and any other relevant proposal you may have on insurance issues.

F. State your ability to comply with the proposed indemnification requirements, and any other relevant proposal you may have on indemnification issues.

G. Describe your company's expected need for the proposed risk sharing agreement, and/or whether your company has an alternative approach to mitigate the demand risk during the initial ramp up period.

H. Describe your company's performance incentive proposal for this Project.

8. Service Coverage, Level of Service (LOS) and Operating Cost

A. Assuming service will be available, at a minimum, on weekdays from 6:30 am to 7:00 pm, fill out the table below, for the **Civic Center, Dadeland South, Palmetto Bay (SW 152 St. station and SW 168 St. station) and Cutler Bay (SW 112 Ave. station)** areas, with the operating costs, hourly rate per vehicle, fleet size, estimated number of passengers per vehicle run, and estimated average weekday rides for providing service at the different combinations of size of coverage area (defined by radius from the Metrorail or Transitway station to the outer boundary of a circular area) and LOS (defined by the pairing of average pick-up times and average in-vehicle times). Requested information in Table 3.2.1:

- *Total Pick-ups per Run*: Estimated number of pick-ups during a single vehicle run (every run is defined as a roundtrip starting and ending at the associated transit station)
- *Total Peak and Off-Peak Vehicles*: Total number of vehicles needed (including wheelchair accessible vehicles) needed during peak hours and off-peak hours.
- *Total Daily Rides*: Estimated average number of customer rides completed per day.
- *Hourly Vehicle Cost*: Hourly cost rate per vehicle.

Complete Table 3.2.1 for each of the service areas (Civic Center Metrorail station area, Dadeland South station area, SW 152 St. and SW 168 St. stations in Palmetto Bay area and SW 112 Ave. station in Cutler Bay area) and submit with your Proposal. Add any other combination of coverage area and LOS that you consider relevant to better convey the best attributes of your proposal.

Table 3.2.1: Proposed Service Coverage, Level of Service (LOS) and Operating Cost for Each Service Area- to be filled by Proposer.

Radius (miles)	Pick-up Time, min. (max)	5		10		15	
	In-Vehicle Time, min. (max)	10	15	10*	15	10	15
1	Total Pick-ups per Run						
	Total Peak Vehicles						
	Total Off-Peak Vehicles						
	Total Rides per Day						
	Hourly Cost per Vehicle						
	Total Annual Cost						
2	Total Pick-ups per Run						
	Total Peak Vehicles						
	Total Off-Peak Vehicles*						
	Total Rides per Day						
	Hourly Cost per Vehicle*						

3	Total Annual Cost					
	Total Pick-ups per Run					
	Total Peak Vehicles					
	Total Off-Peak Vehicles					
	Total Rides per Day					
	Hourly Cost per Vehicle					
Total Annual Cost						

- B. Please describe the implications on cost and other key elements of providing service beyond the proposed base schedule of weekdays from 6:30 am to 7:00 pm.
- C. If you consider that there are more cost-efficient ways for the County to pay for the provision of the services, please describe below. Make sure to reference a price level at a 2-mile coverage area, 10-minute average pick-up time, 10-to-15 minute average in-vehicle time, and other relevant pricing, coverage, LOS combinations.

9. Proposer's Total Proposed Price - Total Cost to Provide On-Demand Transit Services

Proposers are required to complete Attachment A – Price Proposal: Table 3.2.2 (attached) with the cost per year for providing on-demand transit services for the Civic Center Metrorail station area, Dadeland South Metrorail station area, and Transitway stations in at a 2-mile coverage area and LOS of 10-minute average pick-up time and 10-minute average in-vehicle time. Use costs from Table 3.2.1*.

ATTACHMENT A - PRICE PROPOSAL: (attached)

Table 3.2.2: Total Cost for On-Demand Transit Services

Year	Item	Civic Center Metrorail Station Area	Dadeland South Metrorail Station Area	Palmetto Bay Area (SW 152 St. Station and SW 168 St. Station)	Cutler Bay Area (SW 112 Ave. Station)	Total
1	Hourly Cost per Vehicle					
	Total Peak Vehicles					
	Total Revenue Hours					
	Total Cost Year 1					
Proposer's Total Proposed Price: All Areas Year 1 Cost* *						
The Proposer shall state in the section below its price for providing services for any Option-to-Renew period. These prices are not included in the Proposer's Total Proposed Price (above) nor in the Evaluation Criteria for pricing points. Unless otherwise negotiated, by County and Proposer, these rates will remain in effect for optional Year 2.						
OPTIONAL YEAR to Renew (OTR):						
Year	Item	Civic Center Metrorail Station Area	Dadeland South Metrorail Station Area	Palmetto Bay Area (SW 152 St. Station and SW 168 St. Station)	Cutler Bay Area (SW 112 Ave. Station)	Total
2	Hourly Cost per Vehicle					
	Total Peak Vehicles					

Total Revenue Hours					
Total Cost Year 2					
Total All Areas Year 2 Cost					

10. General Solution Review and Added Value

Use this final space to describe how your company's proposal provides a comprehensive solution to the different program goals, highlight any key elements that may have not been covered in the questions above, and underscore the added value to Miami-Dade County of contracting with your company.

4.0 EVALUATION PROCESS

4.1 Review of Proposals for Responsiveness

Each proposal will be reviewed to determine if the proposal is responsive to the submission requirements outlined in this Solicitation. A responsive proposal is one which follows the requirements of this Solicitation, includes all documentation, is submitted in the format outlined in this Solicitation, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in the proposal being deemed non-responsive.

4.2 Evaluation Criteria

Proposals will be evaluated by a Competitive Selection Committee which will evaluate and rank proposals on criteria listed below. The Competitive Selection Committee will be comprised of appropriate County personnel and members of the community, as deemed necessary, with the appropriate experience and/or knowledge, striving to ensure that the Competitive Selection Committee is balanced with regard to both ethnicity and gender. The criteria are itemized with their respective weights for a maximum total of one hundred (100) points per Competitive Selection Committee member.

Technical Criteria		Points
1	Experience of proposing company or consortium. (In accordance with Section 3.2 Technical Criteria Subsection 1-2)	5
2	Suitability of trip routing and dispatching service (In accordance with Section 3.2 Technical Criteria, Subsection 3)	10
3	Suitability of general first/last mile service, including provision of wheelchair accessible vehicle services (In accordance with Section 3.2 Technical Criteria, Subsection 4)	10
4	Suitability of fare collection, payment services, data collection, and data sharing services (In accordance with Section 3.2 Technical Criteria, Subsection 5-6)	10
5	Suitability of proposed project management services (In accordance with Section 3.2 Technical Criteria, Subsection 7)	10
6	Suitability of best discernable service coverage, LOS (In accordance with Section 3.2 Technical Criteria, Subsection 8)	10
7	General solution review and added value to the County (In accordance with Section 3.2 Technical Criteria, Subsection 10, and general review of technical proposal)	5
Total		60
Price Criteria		Points
8	Proposer's Total Proposed Price (In accordance with Section 3.2 Technical Criteria, Subsection 9)	40
Total Evaluation Criteria Points		100

NOTE:

- Each Proposer's total points awarded for price (Section 4.2, Subsection 8) is determined by applying the following formula:

$$((\text{Lowest Proposed Total Price} / \text{The Proposer's Total Price (Table 3.2.2**)}) \times (\text{Maximum Number of Points for Price})) = \text{Price Points}$$

- The Proposer with the lowest total proposed cost will receive a perfected cost score equal to the total number of points. Proposals with higher proposed total cost will receive proportionally lower cost scores.

4.3 Oral Presentations

Upon evaluation of the technical criteria indicated above, rating and ranking, the Competitive Selection Committee may choose to conduct an oral presentation with the Proposer(s) which the Competitive Selection Committee deems to warrant further consideration based on, among other considerations, scores in clusters and/or maintaining competition. (See Affidavit – "Lobbyist Registration for Oral Presentation" regarding registering speakers in the proposal for oral presentations.) Upon completion of the oral presentation(s), the Competitive Selection Committee will re-evaluate, re-rate and re-rank the proposals remaining in consideration based upon the written documents combined with the oral presentation.

4.4 Selection Factor

A Selection Factor is not applicable to this Solicitation.

4.5 Local Certified Veteran Business Enterprise Preference

A Local Certified Veteran Business Enterprises Preference is not applicable to this Solicitation.

4.6 Price Evaluation

After the evaluation of the technical proposal, in light of the oral presentation(s) if necessary, the County will evaluate the price proposals of those Proposers remaining in consideration. **Attachment A - Price Proposal: Table 3.2.2 must be completed in its entirety and submitted with your proposal.**

The price proposal will be evaluated subjectively in combination with the technical proposal, including an evaluation of how well it matches Proposer's understanding of the County's needs described in this Solicitation, the Proposer's assumptions, and the value of the proposed services. The pricing evaluation is used as part of the evaluation process to determine the highest ranked Proposer. The County reserves the right to negotiate the final terms, conditions and pricing of the contract as may be in the best interest of the County.

4.7 Local Preference

A Local Preference is not applicable to this Solicitation.

4.8 Negotiations

The Competitive Selection Committee will evaluate, score and rank proposals, and submit the results of the evaluation to the County Mayor or designee with its recommendation. The County Mayor or designee will determine with which Proposer(s) the County shall negotiate, if any, taking into consideration the Local Preference Section above. The County Mayor or designee, at their sole discretion, may direct negotiations with the highest ranked Proposer, negotiations with multiple Proposers, and/or may request best and final offers. In any event the County engages in negotiations with a single or multiple Proposers and/or requests best and final offers, the discussions may include price and conditions attendant to price.

Notwithstanding the foregoing, if the County and said Proposer(s) cannot reach agreement on a contract, the County reserves the right to terminate negotiations and may, at the County Mayor's or designee's discretion, begin negotiations with the next highest ranked Proposer(s). This process may continue until a contract acceptable to the County has been executed or all proposals are rejected. No Proposer shall have any rights against the County arising from such negotiations or termination thereof.

Any Proposer recommended for negotiations shall complete a Collusion Affidavit, in accordance with Section 2-8.1.1 of the Code of Miami-Dade County. (If a Proposer fails to submit the required Collusion Affidavit, said Proposer shall be ineligible for award.)

Any Proposer recommended for negotiations may be required to provide to the County:

- a) Its most recent certified business financial statements as of a date not earlier than the end of the Proposer's preceding official tax accounting period, together with a statement in writing, signed by a duly authorized representative, stating that the present financial condition is materially the same as that shown on the balance sheet and income statement submitted, or with an explanation for a material change in the financial condition. A copy of the most recent business income tax return will be accepted if certified financial statements are unavailable.

- b) Information concerning any prior or pending litigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered herein, in which the Proposer, any of its employees or subcontractors is or has been involved within the last three years.

4.9 Contract Award

Any proposed contract, resulting from this Solicitation, will be submitted to the County Mayor or designee. All Proposers will be notified in writing of the decision of the County Mayor or designee with respect to contract award. The Contract award, if any, shall be made to the Proposer whose proposal shall be deemed by the County to be in the best interest of the County. Notwithstanding the rights of protest listed below, the County's decision of whether to make the award and to which Proposer shall be final.

4.10 Rights of Protest

A recommendation for contract award or rejection of all proposals may be protested by a Proposer in accordance with the procedures contained in Sections 2-8.3 and 2-8.4 of the Code of Miami-Dade County, as amended, and as established in Implementing Order No. 3-21.

5.0 TERMS AND CONDITIONS

The County's anticipated form of agreement is attached. The terms and conditions summarized below are of special note and can be found in their entirety in the agreement:

a) Vendor Registration

Prior to being recommended for award, the Proposer shall complete a Miami-Dade County Vendor Registration Package. For online vendor registration, visit the Vendor Portal: <http://www.miamidade.gov/procurement/vendor-registration.asp>.

b) Insurance Requirements

NEED FROM RISK TO ADD TO AGREEMENT

The Contractor shall furnish to the County, Internal Services Department, Strategic Procurement Division, prior to the commencement of any work under any agreement, Certificates of Insurance which indicate insurance coverage has been obtained that meets the stated requirements.

c) Inspector General Reviews

In accordance with Section 2-1076 of the Code of Miami-Dade County, the Office of the Inspector General may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts, except as otherwise indicated. The cost of the audit is not applicable as Federal Transit Administration Funds may be used by the County to pay for services under this Contract.

6.0 ATTACHMENTS

Attachment A - Price Proposal

Attachment B - Proposer Information Sheet

Attachment C - Draft Form of Agreement

Attachment D – FHWA Contract Provisions and Federal Certifications

Attachment E - DBE and EEO Requirements **NEED FROM DTPW**

Electronic Web Forms – Proposal Submittal Form, Fair Subcontract Practices Affidavit, Subcontractor Listing, Lobbyist Registration Form, and Contractor Due Diligence Affidavit

Attachment A

PRICE PROPOSAL

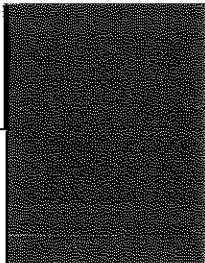
Table 3.2.2: Total Cost for On-Demand Transit Services

Year	Item	Civic Center Metrorail Station Area	Dadeland South Metrorail Station Area	Palmetto Bay Area (SW 152 St. Station and SW 168 St. Station)	Cutler Bay Area (SW 112 Ave. Station)	Total
1	Hourly Cost per Vehicle	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	
	Total Peak Vehicles	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	
	Total Revenue Hours	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	
	Total Cost Year 1	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	
	Proposer's Total Proposed Price: All Areas Year 1 Cost**					<input type="text"/>

The Proposer shall state in the section below its price for providing services for any Option-to-Renew period. These prices **are not** included in the Proposer's Total Proposed Price (above) nor in the Evaluation Criteria for pricing points. Unless otherwise negotiated, by County and Proposer, these rates will remain in effect for optional Year 2.

OPTIONAL YEAR to Renew (OTR):

Year	Item	Civic Center Metrorail Station Area	Dadeland South Metrorail Station Area	Palmetto Bay Area (SW 152 St. Station and SW 168 St. Station)	Cutler Bay Area (SW 112 Ave. Station)	Total
	Hourly Cost per Vehicle	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	
	Total Peak Vehicles	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	

2	Total Revenue Hours	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	
	Total Cost Year 2	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	
	Total All Areas Year 2 Cost					



Attachment B

PROPOSER INFORMATION**Minimum Qualification Requirements**

1. Provide documentation that demonstrates Proposer's ability to satisfy all of the minimum qualification requirements. Proposers who do not meet the minimum qualification requirements or who fail to provide supporting documentation may be deemed non-responsive. The minimum qualification requirements for this Solicitation are:

The Proposer(s) should, at a minimum, possess:

- (i) a proven track record for development and deployment of a dynamically routed, data-driven service models based on real-time passenger demand;
- (ii) previous experience in successfully completing and operating demand responsive, dynamically routed, data-driven service models;
- (iii) the ability to make service available, at a minimum, on weekdays, and will provide all capital, operations, maintenance and marketing of the Project;
- (iv) the ability to expand service to other areas and transit facilities; and
- (v) the authority to submit the proposal and bind the Proposer through execution of a Concession Agreement(s).

Proposer's Experience, Qualification, Capabilities and Past Performance in providing the type of services described in this RFP

2. Describe the Proposer's past performance and experience in undertaking, successfully completing and operating demand responsive, dynamically routed, data-driven service models based on real-time passenger demand, and (i) state the number of years that the Proposer has been in existence, (ii) history and background, (iii) tax status, (iv) principals, officers, owners, board of directors and/or board of trustees, (v) the current number of employees, and (vi) the primary markets served.
3. Discuss Proposer's understanding of an on-demand, mobile app-based transit service model and describe what unique aspects of Proposer's experience and qualifications makes Proposer different than other potential proposers.
4. Provide a detailed description of comparable contracts (similar in scope of services to those requested herein) which the Proposer has either ongoing or completed within the past three years. The description should identify for each project: (i) client, (ii) contract name and number, (iii) dates covering the term of the contract, (iv) description of work, (v) original contract amount, (vi) final contract amount, (vii) client contact person, phone number, and email, (viii) statement of whether Proposer was the prime contractor or subcontractor, and (ix) the results/status of the project. Where possible, list and describe those projects performed for government clients or similar size private entities (excluding any work performed for the County).
5. List all contracts which the Proposer has performed for Miami-Dade County. The County will review all contracts the Proposer has performed for the County in accordance with Section 2-8.1(g) of the Miami-Dade County Code, which requires that "a Bidder's or Proposer's past performance on County Contracts be considered in the selection of Consultants and Contractors for future County Contracts." The Proposer must list and describe all work performed or being performed for Miami-Dade County, include: (i) the name of the County department which administers or administered the contract(s), (ii) total dollar value of the contract(s), whether or not the County contract was audited by the County and the results therefrom, (iii) dates covering the term of the contract(s), (iv) the contact person(s) on the contract(s) and their contact telephone number(s), and (v) and the name, address,

FIRST/LAST MILE ON-DEMAND TRANSIT SERVICE TO/FROM TRANSIT FACILITIES**RFP No. 01083**

telephone number, responsibilities and employment status of the management team including, but not limited, to the Project Manager assigned to any County contract within the last three (3) years.

6. Confirm Proposer's ability to fulfill all elements of the Scope of Services.
7. Address Proposer's ability to comply with the reporting requirements in the Scope of Services.
8. Proposer(s) shall provide a statement indicating whether the Proposer, any Principal of Proposer, any family member of any Principal, or any person or entity with which such person has a business relationship, has or had within the last ten (10) years (i) directly or indirectly a business relationship with Miami-Dade County (including Miami-Dade Aviation), (ii) directly or indirectly receives or received revenues from Miami-Dade County (including Miami-Dade Aviation) or (iii) directly or indirectly receives or received revenue from the result of conducting business on County property or pursuant to any contract with the County. Please describe such relationship.

Please also state whether the Proposer, any Principal of Proposer or any of their family members has or had within the last ten (10) years, a direct or indirect business relationship with any elected or appointed County official or an affiliate or with any County employee or any affiliate, and fully describe such business relationship.

9. The Proposer, any of its employees or subcontractors:
 - 9.1. Identify any ongoing or known potential litigation with Miami-Dade County.
 - 9.2. Provide information concerning any prior or pending litigation, either civil or criminal, which may affect the performance of the services to be rendered under the contract or lease resulting from this Solicitation, in which the Proposer, any of its employees or Subcontractor(s) is or has been involved.
 - 9.3. List any projects on which the Proposer, its parent(s), or any subcontractor has defaulted. Explain the circumstances of such default(s).
 - 9.4. List any projects on which the Proposer, its parent(s), or any subcontractor has filed for bankruptcy. Explain the circumstances of such bankruptcy(ies).
 - 9.5. List any criminal indictments and felony or fraud convictions of Proposer, its parent(s), any subcontractor or any principal of any of those entities.
 - 9.6. Identify any debarments for government contracts by Proposer, its parent(s), any subcontractor or any principal of any of those entities.

Experience and qualifications of Key Personnel including Subcontractors/Subconsultants Performing Services on this contract

10. Provide an organization chart showing all key personnel, including their titles, to be assigned to this project. This chart must clearly identify the Proposer's employees and those of the subcontractors/subconsultants and shall include the functions to be performed by each individual identified. All key personnel includes all partners, managers, seniors and other professional staff that will perform work and/or services in this project.
11. List the names and addresses of all first tier subcontractors, and describe the extent of work to be performed by each first tier subcontractor. Describe the experience, qualifications and other vital information, including relevant experience on previous similar projects, of the subcontractors who will be assigned to this project.

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12. Describe the experience, qualifications and other vital information, including relevant experience on previous similar projects, of all key personnel, including those of subcontractors, who will be assigned to this project.
13. Estimate the hours of availability of the Proposer's key personnel for DTPW's required services. If subcontractors are utilized, estimate the hours of availability of each.
14. Provide resumes with job descriptions and other detailed qualification information on all key personnel who will be assigned to this project, including any key personnel of subcontractors.

Note: After proposal submission, but prior to the award of any contract issued as a result of this Solicitation, the Proposer has a continuing obligation to advise the County of any changes, intended or otherwise, to the key personnel identified in its proposal.

Proposed Approach to Providing the Services described in this RFP

15. Describe Proposer's specific project plan and procedures to be used in providing the services in the Scope of Services.
16. Describe Proposer's approach to project organization and management, including the responsibilities of Proposer's management and staff personnel that will perform work in this project.
17. Provide a project schedule identifying specific key tasks and duration.
18. Identify any actual and/or potential conflicts of interest in providing services requested herein.
19. Identify if Proposer has taken any exception to the terms of this Solicitation. If so, indicate what alternative is being offered and the cost implications of the exception(s).

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Attachment C

(This is the form of agreement the County anticipates awarding to the selected Proposer.)

First/Last Mile On-Demand Transit Service To/From Transit Facilities

Contract No. _____

THIS AGREEMENT made and entered into as of this _____ day of _____ by and between _____, a corporation organized and existing under the laws of the State of _____, having its principal office at _____ (hereinafter referred to as the "Contractor"), and Miami-Dade County, a political subdivision of the State of Florida, having its principal office at 111 N.W. 1st Street, Miami, Florida 33128 (hereinafter referred to as the "County"),

WITNESSETH:

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

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

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

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

ARTICLE 1. DEFINITIONS

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

- a) The words "Contract" or "Agreement" to mean collectively these terms and conditions, the Scope of Services (Appendix A), all other appendices and attachments hereto, all

FIRST/LAST MILE ON-DEMAND TRANSIT SERVICE TO/FROM TRANSIT FACILITIES**RFP No. 01083**

amendments issued hereto, RFP No. 01083 and all associated addenda, and the Contractor's Proposal.

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

ARTICLE 2. ORDER OF PRECEDENCE

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

ARTICLE 3. RULES OF INTERPRETATION

- a) References to a specified Article, section or schedule shall be construed as reference to that specified Article, or section of, or schedule to this Agreement unless otherwise

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indicated.

- b) Reference to any agreement or other instrument shall be deemed to include such agreement or other instrument as such agreement or other instrument may, from time to time, be modified, amended, supplemented, or restated in accordance with its terms.
- c) The terms "hereof", "herein", "hereinafter", "hereby", "herewith", "hereto", and "hereunder" shall be deemed to refer to this Agreement.
- d) The titles, headings, captions and arrangements used in these Terms and Conditions are for convenience only and shall not be deemed to limit, amplify or modify the terms of this Contract, nor affect the meaning thereof.

ARTICLE 4. NATURE OF THE AGREEMENT

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

FIRST/LAST MILE ON-DEMAND TRANSIT SERVICE TO/FROM TRANSIT FACILITIES**RFP No. 01083****ARTICLE 5. CONTRACT TERM**

The Contract shall become effective on _____ and shall continue through the last day of the 12th month. The County, at its sole discretion, reserves the right to exercise the option to renew this Contract for a period of one (1) additional year. The County reserves the right to exercise its option to extend this Contract for up to one hundred-eighty (180) calendar days beyond the current Contract period and will notify the Contractor in writing of the extension. This Contract may be extended beyond the initial one hundred-eighty (180) calendar day extension period by mutual agreement between the County and the Contractor, upon approval by the Board of County Commissioners.

ARTICLE 6. NOTICE REQUIREMENTS

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

(1) To the County**a) to the Project Manager:**

Miami-Dade County
Attention:
Phone:
E-mail:

and,

b) to the Contract Manager:

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

(2) To the Contractor

Attention:
Phone:
E-mail:

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

ARTICLE 7. PAYMENT FOR SERVICES/AMOUNT OBLIGATED

The Contractor warrants that it has reviewed the County's requirements and has asked such questions and conducted such other inquiries as the Contractor deemed necessary in order to determine the price the Contractor will charge to provide the Work and Services to be performed under this Contract. The compensation for all Work and Services performed under this Contract,

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including all costs associated with such Work and Services, shall be in the total amount of _____ (\$_____). The County shall have no obligation to pay the Contractor any additional sum in excess of this amount, except for a change and/or modification to the Contract, which is approved and executed in writing by the County and the Contractor.

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

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

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

ARTICLE 8. PRICING

Prices shall remain firm and fixed for the term of the Contract, including any option or extension periods; however, the Contractor may offer incentive discounts to the County at any time during the Contract term, including any renewal or extension thereof.

ARTICLE 9. METHOD AND TIMES OF PAYMENT

The Contractor agrees that under the provisions of this Agreement, as reimbursement for those actual, reasonable and necessary costs incurred by the Contractor, which are directly attributable or properly allocable to the Services, the Contractor may bill the County periodically, but not more than once per month, upon invoices certified by the Contractor pursuant to **ATTACHMENT A - PRICE PROPOSAL: Table 3.2.2: Total Cost for On-Demand Transit Services**. All invoices shall be taken from the books of account kept by the Contractor, shall be supported by copies of payroll distribution, receipt bills or other documents reasonably required by the County, shall show the County's contract number, and shall have a unique invoice number assigned by the Contractor. It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and that interest payments be made on late payments. All firms, including Small Business Enterprises, providing goods and services to the County, shall receive payment to maintain sufficient cash flow. In accordance with Section 218.74 of the Florida Statutes, and Section 2-8.1.4 of the Code of Miami-Dade County, the time at which payment shall be due from the County or the Public Health Trust shall be forty-five (45) days from receipt of a proper invoice. Billings from prime Contractors under services and goods contracts with the County or Public Health Trust, that are Small Business Enterprise contract set-aside, bid preference or contain a subcontractor goal, shall be promptly reviewed and payment made by the County or Trust on those amounts not under dispute within fourteen (14) calendar days of receipt of such billing by the County or the Trust pursuant to Sections 2-8.1.1.1 and 2-8.1.1.2 of the Code of Miami-Dade. All payments due from the County or the Public Health Trust, and not made within the time specified by this section shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Mayor, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or the Public Health Trust.

In accordance with Miami-Dade County Implementing Order 3-9, Accounts Receivable Adjustments, if money is owed by the Contractor to the County, whether under this Contract or

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

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

Miami-Dade County

Attention: _____

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

ARTICLE 10. INDEMNIFICATION AND INSURANCE

The Contractor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the 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, Strategic Procurement Division, Certificates of Insurance that indicate that insurance coverage has been obtained, which meets the requirements as outlined below:

1. Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440.
2. Public 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 \$_____ per claim.

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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**

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

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

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

ARTICLE 11. MANNER OF PERFORMANCE

- a) The Contractor shall provide the Services described herein in a competent and professional manner satisfactory to the County in accordance with the terms and conditions of this Agreement. The County shall be entitled to a satisfactory performance of all Services described herein and to full and prompt cooperation by the Contractor in all aspects of the Services. At the request of the County, the Contractor shall promptly remove from the project any Contractor's employee, subcontractor, or any other person performing Services hereunder. The Contractor agrees that such removal of any of its employees does not require the termination or demotion of any employee by the Contractor.

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

ARTICLE 12. EMPLOYEES OF THE CONTRACTOR

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

ARTICLE 13. INDEPENDENT CONTRACTOR RELATIONSHIP

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

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

ARTICLE 14. AUTHORITY OF THE COUNTY'S PROJECT MANAGER

- a) The Contractor hereby acknowledges that the County's Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Contractor's Proposal; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.
- b) The Contractor shall be bound by all determinations or orders and shall promptly comply with every order of the Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Contractor agrees with the Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.
- c) The Contractor must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Contractor and the Project Manager are unable to resolve their difference, the Contractor may initiate a dispute in accordance with the procedures set forth in this Article. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.
- d) In the event of such dispute, the parties to this Agreement authorize the County Mayor or designee, who may not be the Project Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the County Mayor's purview as set forth above shall be conclusive, final and binding on parties. Any such dispute shall be brought, if at all, before the County Mayor within 10 days of the occurrence, event or act out of which the dispute arises.
- e) The County Mayor may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether Contractor's performance or any Deliverable meets the requirements of this Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the County Mayor participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Contractor to the County Mayor for a decision, together with all evidence and other pertinent information in regard to such questions, in order that a fair and impartial decision may be made. Whenever the County Mayor is entitled to exercise discretion or judgement or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be fair and impartial when exercised or taken. The County Mayor, as appropriate, shall render a decision in writing and deliver a copy of the same to the Contractor. Except as such remedies may be limited or waived elsewhere in the Agreement, Contractor reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.

ARTICLE 15. MUTUAL OBLIGATIONS

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

ARTICLE 16. QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING

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

ARTICLE 17. AUDITS

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

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

ARTICLE 18. SUBSTITUTION OF PERSONNEL

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

ARTICLE 19. CONSENT OF THE COUNTY REQUIRED FOR ASSIGNMENT

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

ARTICLE 20. SUBCONTRACTUAL RELATIONS

- a) If the Contractor will cause any part of this Agreement to be performed by a Subcontractor, the provisions of this Contract will apply to such Subcontractor and its officers, agents and employees in all respects as if it and they were employees of the Contractor; and the Contractor will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and negligence of the Subcontractor, its officers, agents, and employees, as if they were employees of the Contractor. The services performed by the Subcontractor will be subject to the provisions hereof as if performed directly by the Contractor.
- b) The Contractor, before making any subcontract for any portion of the services, will state in writing to the County the name of the proposed Subcontractor, the portion of the Services which the Subcontractor is to do, the place of business of such Subcontractor, and such other information as the County may require. The County will have the right to require the Contractor not to award any subcontract to a person, firm or corporation disapproved by the County.
- c) Before entering into any subcontract hereunder, the Contractor will inform the Subcontractor fully and completely of all provisions and requirements of this Agreement relating either directly or indirectly to the Services to be performed. Such Services performed by such Subcontractor will strictly comply with the requirements of this Contract.
- d) In order to qualify as a Subcontractor satisfactory to the County, in addition to the other requirements herein provided, the Subcontractor must be prepared to prove to the satisfaction of the County that it has the necessary facilities, skill and experience, and ample financial resources to perform the Services in a satisfactory manner. To be considered skilled and experienced, the Subcontractor must show to the satisfaction of the County that it has satisfactorily performed services of the same general type which is required to be performed under this Agreement.
- e) The County shall have the right to withdraw its consent to a subcontract if it appears to the County that the subcontract will delay, prevent, or otherwise impair the performance of the Contractor's obligations under this Agreement. All Subcontractors are required to protect the confidentiality of the County's and County's proprietary and confidential information. Contractor shall furnish to the County copies of all subcontracts between Contractor and Subcontractors and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the County in the event the County finds the Contractor in breach of this Contract, permitting the County to request completion by the Subcontractor of its performance obligations under the subcontract. The clause shall include an option for the County to pay the Subcontractor directly for the performance by such Subcontractor. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the County to any subcontractor hereunder as more fully described herein.

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

The Contractor understands and agrees that any assumptions, parameters, projections, estimates and explanations presented by the County were provided to the Contractor for evaluation purposes only. However, since these assumptions, parameters, projections, estimates and explanations represent predictions of future events the County makes no representations or guarantees; and the County shall not be responsible for the accuracy of the assumptions

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presented; and the County shall not be responsible for conclusions to be drawn therefrom; and any assumptions, parameters, projections, estimates and explanations shall not form the basis of any claim by the Contractor. The Contractor accepts all risk associated with using this information.

ARTICLE 22. SEVERABILITY

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

ARTICLE 23. TERMINATION AND SUSPENSION OF WORK

- a) The County may terminate this Agreement if an individual or corporation or other entity attempts to meet its contractual obligation with the County through fraud, misrepresentation or material misstatement.
- b) The County may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or other entity has with the County and that such individual, corporation or other entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees.
- c) The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement may be debarred from County contracting for up to five (5) years in accordance with the County debarment procedures. The Contractor may be subject to debarment for failure to perform and all other reasons set forth in Section 10-38 of the Code of Miami-Dade County.
- d) In addition to cancellation or termination as otherwise provided in this Agreement, the County may at any time, in its sole discretion, with or without cause, terminate this Agreement by written notice to the Contractor.
- e) In the event that the County exercises its right to terminate this Agreement, the Contractor shall, upon receipt of such notice, unless otherwise directed by the County:
 - i. stop work on the date specified in the notice ("the Effective Termination Date");
 - ii. take such action as may be necessary for the protection and preservation of the County's materials and property;
 - iii. cancel orders;
 - iv. assign to the County and deliver to any location designated by the County any non-cancelable orders for Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement and not incorporated in the Services;
 - v. take no action which will increase the amounts payable by the County under this Agreement; and
- f) In the event that the County exercises its right to terminate this Agreement, the Contractor will be compensated as stated in the payment Articles herein for the:

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- i. portion of the Services completed in accordance with the Agreement up to the Effective Termination Date; and
 - ii. non-cancelable Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement, but not incorporated in the Services.
- g) All compensation pursuant to this Article are subject to audit.

ARTICLE 24. EVENT OF DEFAULT

- a) An Event of Default shall mean a breach of this Agreement by the Contractor. Without limiting the generality of the foregoing, and in addition to those instances referred to herein as a breach, an Event of Default shall include the following:
- i. the Contractor has not delivered Deliverables on a timely basis;
 - ii. the Contractor has refused or failed to supply enough properly skilled staff personnel;
 - iii. the Contractor has failed to make prompt payment to subcontractors or suppliers for any Services;
 - iv. the Contractor has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;
 - v. the Contractor has failed to obtain the approval of the County where required by this Agreement;
 - vi. the Contractor has failed to provide "adequate assurances" as required under subsection b below;
 - vii. the Contractor has failed in the representation of any warranties stated herein.
- b) When, in the opinion of the County, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Services or any portion thereof, the County may request that the Contractor, within the timeframe set forth in the County's request, provide adequate assurances to the County, in writing, of the Contractor's ability to perform in accordance with the terms of this Agreement. Until the County receives such assurances, the County may request an adjustment to the compensation received by the Contractor for portions of the Services which the Contractor has not performed. In the event that the Contractor fails to provide to the County the requested assurances within the prescribed timeframe, the County may:
- i. treat such failure as a repudiation of this Agreement; and
 - ii. resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Services or any part thereof either by itself or through others.
- c) In the event the County shall terminate this Agreement for default, the County or its designated representatives may immediately take possession of all applicable

equipment, materials, products, documentation, reports and data.

ARTICLE 25. NOTICE OF DEFAULT - OPPORTUNITY TO CURE

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

ARTICLE 26. REMEDIES IN THE EVENT OF DEFAULT

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

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

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

ARTICLE 27. PATENT AND COPYRIGHT INDEMNIFICATION

- a) The Contractor shall not infringe on any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third party proprietary rights in the performance of the Work.
- b) The Contractor warrants that all Deliverables furnished hereunder, including but not limited to: equipment, programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third party proprietary rights.
- c) The Contractor shall be liable and responsible for any and all claims made against the County for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the County's continued use of the Deliverables furnished hereunder. Accordingly, the Contractor at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the County and defend any action brought against the County with respect to any claim, demand, cause of action, debt, or liability.

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- d) In the event any Deliverable or anything provided to the County hereunder, or portion thereof is held to constitute an infringement and its use is or may be enjoined, the Contractor shall have the obligation to, at the County's option to (i) modify, or require that the applicable subcontractor or supplier modify, the alleged infringing item(s) at its own expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the County, at the Contractor's expense, the rights provided under this Agreement to use the item(s).
- e) The Contractor shall be solely responsible for determining and informing the County whether a prospective supplier or subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any Deliverable hereunder. The Contractor shall enter into agreements with all suppliers and subcontractors at the Contractor's own risk. The County may reject any Deliverable that it believes to be the subject of any such litigation or injunction, or if, in the County's judgment, use thereof would delay the Work or be unlawful.

ARTICLE 28. CONFIDENTIALITY

- a) All Developed Works and other materials, data, transactions of all forms, financial information, documentation, inventions, designs and methods obtained from the County in connection with the Services performed under this Agreement, made or developed by the Contractor or its subcontractors in the course of the performance of such Services, or the results of such Services, or which the County holds the proprietary rights, constitute Confidential Information and may not, without the prior written consent of the County, be used by the Contractor or its employees, agents, subcontractors or suppliers for any purpose other than for the benefit of the County, unless required by law. In addition to the foregoing, all County employee information and County financial information shall be considered Confidential Information and shall be subject to all the requirements stated herein. Neither the Contractor nor its employees, agents, subcontractors or suppliers may sell, transfer, publish, disclose, display, license or otherwise make available to others any part of such Confidential Information without the prior written consent of the County. Additionally, the Contractor expressly agrees to be bound by and to defend, indemnify and hold harmless the County, and their officers and employees from the breach of any federal, state or local law in regard to the privacy of individuals.
- b) The Contractor shall advise each of its employees, agents, subcontractors and suppliers who may be exposed to such Confidential Information of their obligation to keep such information confidential and shall promptly advise the County in writing if it learns of any unauthorized use or disclosure of the Confidential Information by any of its employees or agents, or subcontractor's or supplier's employees, present or former. In addition, the Contractor agrees to cooperate fully and provide any assistance necessary to ensure the confidentiality of the Confidential Information.
- c) It is understood and agreed that in the event of a breach of this Article damages may not be an adequate remedy and the County shall be entitled to injunctive relief to restrain any such breach or threatened breach. Unless otherwise requested by the County, upon the completion of the Services performed hereunder, the Contractor shall immediately turn over to the County all such Confidential Information existing in tangible form, and no copies thereof shall be retained by the Contractor or its employees, agents, subcontractors or suppliers without the prior written consent of the County. A certificate evidencing compliance with this provision and signed by an officer of the Contractor shall accompany such materials.

ARTICLE 29. PROPRIETARY INFORMATION

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

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

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

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

ARTICLE 30. PROPRIETARY RIGHTS

- a) The Contractor hereby acknowledges and agrees that the County retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the County to the Contractor hereunder or furnished by the Contractor to the County and/or created by the Contractor for delivery to the County, even if unfinished or in process, as a result of the Services the Contractor performs in connection with this Agreement, including all copyright and other proprietary rights therein, which the Contractor as well as its employees, agents, subcontractors and suppliers may use only in connection with the performance of Services under this Agreement. The Contractor shall not, without the prior written consent of the County, use such documentation on any other project in which the Contractor or its employees, agents, subcontractors or suppliers are or may become engaged. Submission or distribution by the Contractor to meet official regulatory requirements or for other purposes in connection with the performance of Services under this Agreement shall not be construed as publication in derogation of the County's copyrights or other proprietary rights.
- b) All rights, title and interest in and to certain inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the Contractor and its subcontractors specifically for the County, hereinafter referred to as "Developed Works" shall become the property of the County.
- c) Accordingly, neither the Contractor nor its employees, agents, subcontractors or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may

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not be utilized, reproduced or distributed by or on behalf of the Contractor, or any employee, agent, subcontractor or supplier thereof, without the prior written consent of the County, except as required for the Contractor's performance hereunder.

- d) Except as otherwise provided in subsections a, b, and c above, or elsewhere herein, the Contractor and its subcontractors and suppliers hereunder shall retain all proprietary rights in and to all Licensed Software provided hereunder, that have not been customized to satisfy the performance criteria set forth in the Scope of Services. Notwithstanding the foregoing, the Contractor hereby grants, and shall require that its subcontractors and suppliers grant, if the County so desires, a perpetual, irrevocable and unrestricted right and license to use, duplicate, disclose and/or permit any other person(s) or entity(ies) to use all such Licensed Software and the associated specifications, technical data and other Documentation for the operations of the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. Such license specifically includes, but is not limited to, the right of the County to use and/or disclose, in whole or in part, the technical documentation and Licensed Software, including source code provided hereunder, to any person or entity outside the County for such person's or entity's use in furnishing any and/or all of the Deliverables provided hereunder exclusively for the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. No such License Software, specifications, data, documentation or related information shall be deemed to have been given in confidence and any statement or legend to the contrary shall be void and of no effect.

ARTICLE 31. VENDOR REGISTRATION/CONFLICT OF INTEREST

a) Vendor Registration

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

- | | |
|--|---|
| <ol style="list-style-type: none"> 1. Miami-Dade County Ownership Disclosure Affidavit
(Section 2-8.1 of the Code of Miami-Dade County) 2. Miami-Dade County Employment Disclosure Affidavit
(Section 2.8.1(d)(2) of the Code of Miami-Dade County) 3. Miami-Dade County Employment Drug-free Workplace Certification
(Section 2-8.1.2(b) of the Code of Miami-Dade County) 4. Miami-Dade County Disability and Nondiscrimination Affidavit
(Section 2-8.1.5 of the Code of Miami-Dade County) 5. Miami-Dade County Debarment Disclosure Affidavit
(Section 10.38 of the Code of Miami-Dade County) 6. Miami-Dade County Vendor Obligation to County Affidavit
(Section 2-8.1 of the Code of Miami-Dade County) 7. Miami-Dade County Code of Business Ethics Affidavit
(Sections 2-8.1(f), 2-11.1(b)(1) through (6) and (9), and 2-11.1(c) of the Code of Miami-Dade County) | <ol style="list-style-type: none"> 8. Miami-Dade County Family Leave Affidavit
(Article V of Chapter 11 of the Code of Miami-Dade County) 9. Miami-Dade County Living Wage Affidavit
(Section 2-8.9 of the Code of Miami-Dade County)
NOT APPLICABLE 10. Miami-Dade County Domestic Leave and Reporting Affidavit (Article VIII, Section 11A-60 - 11A-67 of the Code of Miami-Dade County) 11. Miami-Dade County E-Verify Affidavit
(Executive Order 11-116) 12. Miami-Dade County Pay Parity Affidavit
(Resolution R-1072-17) 13. Subcontracting Practices
(Section 2-8.8 of the Code of Miami-Dade County) 14. Subcontractor/Supplier Listing
(Section 2-8.1 of the Code of Miami-Dade County) 15. Form W-9 and 147c Letter
(as required by the Internal Revenue Service) |
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FIRST/LAST MILE ON-DEMAND TRANSIT SERVICE TO/FROM TRANSIT FACILITIES**RFP No. 01083****16. FEIN Number or Social Security Number**

In order to establish a file, the Contractor's Federal Employer Identification Number (FEIN) must be provided. If no FEIN exists, the Social Security Number of the owner or individual must be provided. This number becomes Contractor's "County Vendor Number". To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that the County requests the Social Security Number for the following purposes:

- Identification of individual account records
- To make payments to individual/Contractor for goods and services provided to Miami-Dade County
- Tax reporting purposes
- To provide a unique identifier in the vendor database that may be used for searching and sorting departmental records

17. Office of the Inspector General

(Section 2-1076 of the Code of Miami-Dade County)

18. Small Business Enterprises

The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.1.1.1.1, 2-8.1.1.1.2 and 2-8.2.2 of the Code of Miami-Dade County and Title 49 of the Code of Federal Regulations.

NOT APPLICABLE

19. Antitrust Laws

By acceptance of any contract, the Contractor agrees to comply with all antitrust laws of the United States and the State of Florida.

b) Conflict of Interest and Code of Ethics

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

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

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

Miami-Dade County Inspector General Review

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

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

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

Upon written notice to the Contractor from the Inspector General or IPSIG retained by the Inspector General, the Contractor shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the Contractor's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements form and which successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

ARTICLE 33. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

Contractor agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State and the County orders, statutes, ordinances, rules and

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regulations which may pertain to the Services required under this Agreement, including, but not limited to:

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

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

The Contractor shall hold all licenses and/or certifications, obtain and pay for all permits and/or inspections, and comply with all laws, ordinances, regulations and building code requirements applicable to the work required herein. Damages, penalties, and/or fines imposed on the County or Contractor for failure to obtain and maintain required licenses, certifications, permits and/or inspections shall be borne by the Contractor. The Project Manager shall verify the certification(s), license(s), permit(s), etc. for the Contractor prior to authorizing work and as needed.

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

ARTICLE 34. NONDISCRIMINATION

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

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

ARTICLE 35. CONFLICT OF INTEREST

The Contractor represents that:

- a) No officer, director, employee, agent, or other consultant of the County or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the award of this Agreement.
- b) There are no undisclosed persons or entities interested with the Contractor in this Agreement. This Agreement is entered into by the Contractor without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other consultant of the County, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or a member of the immediate family or household of any of the aforesaid:
 - i) is interested on behalf of or through the Contractor directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the services, supplies or work, to which this Agreement relates or in any portion of the revenues; or
 - ii) is an employee, agent, advisor, or consultant to the Contractor or to the best of the Contractor's knowledge any subcontractor or supplier to the Contractor.
- c) Neither the Contractor nor any officer, director, employee, agency, parent, subsidiary, or affiliate of the Contractor shall have an interest which is in conflict with the Contractor's faithful performance of its obligation under this Agreement; provided that the County, in its sole discretion, may consent in writing to such a relationship, provided the Contractor provides the County with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the County's best interest to consent to such relationship.

FIRST/LAST MILE ON-DEMAND TRANSIT SERVICE TO/FROM TRANSIT FACILITIES**RFP No. 01083**

- d) The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.
- e) In the event Contractor has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Contractor shall promptly bring such information to the attention of the County's Project Manager. Contractor shall thereafter cooperate with the County's review and investigation of such information, and comply with the instructions Contractor receives from the Project Manager in regard to remedying the situation.

ARTICLE 36. PRESS RELEASE OR OTHER PUBLIC COMMUNICATION

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

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

ARTICLE 37. BANKRUPTCY

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

ARTICLE 38. GOVERNING LAW

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

ARTICLE 39. COUNTY USER ACCESS PROGRAM (UAP)

Not applicable.

ARTICLE 40. FIRST SOURCE HIRING REFERRAL PROGRAM

Not applicable.

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

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

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

ARTICLE 42. SURVIVAL

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

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

Not applicable.

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

Contractor

Miami-Dade County

By: _____
 Name: _____
 Title: _____
 Date: _____

By: _____
 Name: Carlos A. Gimenez
 Title: Mayor
 Date: _____

FIRST/LAST MILE ON-DEMAND TRANSIT SERVICE TO/FROM TRANSIT FACILITIES**RFP No. 01083**

Attest: _____

Corporate Secretary/Notary Public

Attest: _____

Clerk of the Board

Corporate Seal/Notary Seal

Approved as to form
and legal sufficiency_____
Assistant County Attorney

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Attachment D – FHWA Contract Provisions

FHWA-1273 -- Revised May 1, 2012

**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

Miami-Dade County, FL

SOLICITATION NO.: RFP-01058

Federal Certifications

MIAMI-DADE

1/7/2019 1:11 PM

Miami-Dade County, FL

SOLICITATION NO.: RFP-01058

EXHIBIT FED-DB-1

**CERTIFICATION REGARDING DEBARMENT,
SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
(LOWER TIER COVERED TRANSACTION)**

The prospective Lower Tier Participant certifies, by submission of this bid or proposal, that neither it nor its "principals" as defined at 49 C.F.R. 29.105(p) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

If the prospective Lower Tier Participant is unable to certify to the statement above, it shall attach an explanation, and indicate it has done so, by placing an "X" in the following space:

_____.

THE BIDDER OR OFFEROR, _____, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THIS CERTIFICATION AND EXPLANATION, IF ANY.

IN ADDITION, THE LOWER-TIER BIDDER OR OFFEROR UNDERSTANDS AND AGREES THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. APPLY TO THIS CERTIFICATION AND EXPLANATION, IF ANY.

Signature of Participant's Authorized Official

Name and Title of Participant's Authorized Official

Date

Miami-Dade County, FL

SOLICITATION NO.: RFP-01058

EXHIBIT FED-LB1
LOBBYING CERTIFICATIONCertification for Contracts, Grants, Loans, and Cooperative Agreements

The Contractor certifies, to the best of its knowledge and belief that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an Federal department or agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification thereof.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by Government wide Guidance for New Restrictions on Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed Reg 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements), and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. 3801 et seq. apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractors Authorized Official

Date

Miami-Dade County, FL

SOLICITATION NO.: RFP-01058

PRIME AND SUBCONTRACTORS INFORMATION FORM**INSTRUCTIONS:** To be completed by the prime and by all subcontractors that submitted a bid on the project.**BIDDER INFORMATION**

Firm Name _____

F.E.I.N.* _____

Street _____ Suite No. _____

City _____ State _____ Zip Code _____

Prime Bidder? Yes _____ No _____ If No, enter name of Prime _____

Year Founded _____ Annual Gross Receipts: Under \$500k _____ Over \$500k _____

Phone No. _____ FAX No. _____ Email _____

SPECIALTY**USE APPROPRIATE TWO-DIGITS SBA STANDARD INDUSTRIAL CLASSIFICATION CODE (SIC):**

Construction: Building—SIC 15 ___ Heavy—SIC 16 ___ Specialty Trades—SIC 87 ___

Professional Services (Architectural, Engineering, Accounting, etc.) SIC 87 ___

Goods, Equipment and Non-professional Services _____

MIAMI-DADE COUNTY CERTIFIED DBE:

Certificate Anniversary Date: ___/___/___ Ethnicity _____ Gender _____

AFFIDAVIT

I certify that I am an authorized representative of above named firm.

Signature	Name	Title	Date
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For MDC Use Only: Was the subject bid awarded to this bidder? Yes _____ No _____

Bid Description: _____ Bid No. _____

Percentage of DBE Goal _____ %

**FAIR SUBCONTRACTING PRACTICES**

In compliance with Miami-Dade County Code Section 2-8.8, the Bidder/Proposer shall submit with the proposal a detailed statement of its policies and procedures (use separate sheet if necessary) for awarding subcontractors.

☐ NO SUBCONTRACTORS WILL BE UTILIZED FOR THIS CONTRACT

Signature

Date



SUBCONTRACTOR/SUPPLIER LISTING
(Miami-Dade County Code Sections 2-8.1, 2-8.8 and 10-34)

Name of Bidder/Proposer: _____

FEIN No. _____

In accordance with Sections 2-8.1, 2-8.8 and 10-34 of the Miami-Dade County Code, this form must be submitted as a condition of award by all Bidders/Proposers on County contracts for purchase of supplies, materials or services, including professional services which involve expenditures of \$100,000 or more, and all Proposers on County or Public Health Trust construction contracts which involve expenditures of \$100,000 or more. The Bidder/Proposer who is awarded this contract shall not change or substitute first tier subcontractors or direct suppliers or the portions of the contract work to be performed or materials to be supplied from those identified, except upon written approval of the County. The Bidder/Proposer should enter the word "NONE" under the appropriate heading of this form if no subcontractors or suppliers will be used on the contract and sign the form below.

In accordance with Ordinance No. 11-90, an entity contracting with the County shall report the race, gender and ethnic origin of the owners and employees of all first tier subcontractors/suppliers. In the event that the recommended Bidder/Proposer demonstrates to the County prior to award that the race, gender, and ethnic information is not reasonably available at that time, the Bidder/Proposer shall be obligated to exercise diligent efforts to obtain that information and provide the same to the County not later than ten (10) days after it becomes available and, in any event, prior to final payment under the contract.

(Please duplicate this form if additional space is needed.)

Business Name and Address of First Tier Direct Supplier	Principal Owner	Supplies/Materials/Services to be Provided by Supplier	Principal Owner (Enter the number of male and female owners by race/ethnicity)								Employee(s) (Enter the number of male and female employees and the number of employees by race/ethnicity)							
			M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/Alaskan	Other	M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/Alaskan	Other

Business Name and Address of First Tier Subcontractor/Subconsultant	Principal Owner	Scope of Work to be Performed by Subcontractor/Subconsultant	Principal Owner (Enter the number of male and female owners by race/ethnicity)								Employee(s) (Enter the number of male and female employees and the number of employees by race/ethnicity)							
			M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/Alaskan	Other	M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/Alaskan	Other

☐ Mark here if race, gender and ethnicity information is not available and will be provided at a later date. This data may be submitted to contracting department or on-line to the Small Business Development of the Internal Service Department at <http://www.miamidade.gov/businessdevelopment/contracts.asp>. As a condition of final payment, Bidder/Proposer shall provide subcontractor information on the Subcontractor Payment Report Sub 200 form which can be found at <http://www.miamidade.gov/businessdevelopment/forms/subcontractors-payment.pdf>.

I certify that the representations contained in this Subcontractor/Supplier listing are to the best of my knowledge true and accurate.

Signature of Bidder/Proposer	Print Name	Print Title	Date

03/03

Miami-Dade County**Contractor Due Diligence Affidavit**

Per Miami-Dade County Board of County Commissioners (Board) Resolution No. R-63-14, County Vendors and Contractors shall disclose the following as a condition of award for any contract that exceeds one million dollars (\$1,000,000) or that otherwise must be presented to the Board for approval:

- (1) Provide a list of all lawsuits in the five (5) years prior to bid or proposal submittal that have been filed against the firm, its directors, partners, principals and/or board members based on a breach of contract by the firm; include the case name, number and disposition;
- (2) Provide a list of any instances in the five (5) years prior to bid or proposal submittal where the firm has defaulted; include a brief description of the circumstances;
- (3) Provide a list of any instances in the five (5) years prior to bid or proposal submittal where the firm has been debarred or received a formal notice of non-compliance or non-performance, such as a notice to cure or a suspension from participating or bidding for contracts, whether related to Miami-Dade County or not.

All of the above information shall be attached to the executed affidavit and submitted to the Procurement Contracting Officer (PCO)/ AE Selection Coordinator overseeing this solicitation. The Vendor/Contractor attests to providing all of the above information, if applicable, to the PCO.

Contract No. :	Federal Employer Identification Number (FEIN):	
Contract Title:		
<div style="border: 1px solid black; width: 200px; height: 20px;"></div>	<div style="border: 1px solid black; width: 100px; height: 20px;"></div>	<div style="border: 1px solid black; width: 100px; height: 20px;"></div>
Printed Name of Affiant	Printed Title of Affiant	Signature of Affiant
<div style="border: 1px solid black; width: 200px; height: 20px;"></div>		<div style="border: 1px solid black; width: 100px; height: 20px;"></div>
Name of Firm		Date
<div style="border: 1px solid black; width: 200px; height: 20px;"></div>	<div style="border: 1px solid black; width: 50px; height: 20px;"></div>	<div style="border: 1px solid black; width: 100px; height: 20px;"></div>
Address of Firm	State	Zip Code

Notary Public Information

Notary Public – State of _____ County of _____

Subscribed and sworn to (or affirmed) before me this _____ day of, _____ 20____

by _____ He or she is personally known to me _____ or has produced identification

Type of identification produced _____

<div style="border: 1px solid black; width: 250px; height: 20px;"></div>	<div style="border: 1px solid black; width: 250px; height: 20px;"></div>
Signature of Notary Public	Serial Number
<div style="border: 1px solid black; width: 250px; height: 20px;"></div>	<div style="border: 1px solid black; width: 250px; height: 20px;"></div>
Print or Stamp of Notary Public	Notary Public Seal
<div style="border: 1px solid black; width: 250px; height: 20px;"></div>	<div style="border: 1px solid black; width: 250px; height: 20px;"></div>
Expiration Date	

Question and Answers for Solicitation #RFP-01083 - First/Last Mile On-Demand Transit Service To/From Transit Facilities

Overall Solicitation Questions

There are no questions associated with this Solicitation.