

DEPARTMENTAL INPUT CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION

☒ New ☐ OTR ☐ Sole Source ☐ Bid Waiver ☐ Emergency Previous Contract/Project No. RFQ83
☐ Contract ☐ Re-Bid ☐ Other

LIVING WAGE APPLIES: ☐ YES ☒ NO

Requisition No./Project No.: RQMT1200028 TERM OF CONTRACT 5 YEAR(S) WITH 0 OTR's

Requisition /Project Title: Fixed Bus Routes For Miami-Dade Transit

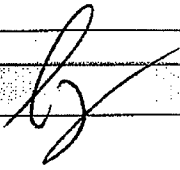
Description: Establishing a contract for chauffer driven, fixed bus route transportation services, which will include the Dade Monroe Express and the Card Sound Express bus routes.

Issuing Department: DPM Contact Person: Aylin Borrego Phone: 305-375-4803

Estimate Cost: \$12,500,000 (5years)

Funding Source: GENERAL: _____ FEDERAL: NO OTHER: MDT Operating:

ANALYSIS

Commodity Codes: 961-74, 975-14				
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:	American Coach Lines Of Miami Inc J G T Transportation Inc Quality Transport Services Inc Unique Charters Inc			
Small Business Enterprise:				
Contract Value:	\$ 12,500,000.00 (5years)	\$	\$	
Comments:				
Continued on another page (s): <input type="checkbox"/> YES <input type="checkbox"/> NO				
<u>RECOMMENDATIONS</u>				
	Set-aside	Sub-contractor goal	Bid preference	Selection factor
				x
The previous contract was federally funded and contain no measures. The replacement contract will be funded by MDT operating funds therefore, requesting SBD review for measures.				
Signed: 		Date sent to SBD: <u>7/25/2012</u>		
		Date returned to DPM: _____		

RECEIVED
 DEPT. BUSINESS DEV.
 SBD
 2012 JUN 25 PM 3:08

PROPOSAL SUBMISSION PACKAGE
Request for Proposals No: RFP825
FIXED BUS ROUTES FOR MIAMI-DADE TRANSIT

In response to the Solicitation, Proposer shall RETURN THIS ENTIRE PROPOSAL SUBMISSION PACKAGE as follows:

1. Form A-1, Cover Page of Proposal

Complete and sign (by Proposer or representative of the Proposer who is legally authorized to enter into a contractual relationship in the name of the Proposer) as required.

2. Proposer Information

Complete following the requirements therein.

Note: The Proposer Information document is available in an electronic format (Word) by submitting a written request via e-mail to the County contact person for this Solicitation.

3. Affidavits/Acknowledgements

Complete and sign the following forms:

Form A-2, Lobbyist Registration for Oral Presentations

Form A-3, Acknowledgement of Addenda

Form A-4, Local Business Preference

Form A-5, Proposer's Disclosure of Subcontractors and Suppliers

Form A-6, Fair Subcontracting Policies

4. Form B-1, Price Proposal Schedule

Complete following the requirements therein.

Submit in hardcopy format an original, complete Proposal Submission Package and seven (7) copies of the complete package **by the Proposal Due Date** (see front cover of Solicitation) in a sealed envelope/container addressed as follows:

Proposer's Name

Proposer's Address

Proposer's Telephone Number

Clerk of the Board

Stephen P. Clark Center

111 NW 1st Street, 17th Floor, Suite 202

Miami, FL 33128-1983

Request for Proposals No: RFP825

RFP Title: Fixed Bus Routes for Miami-Dade Transit

Proposal Due Date: ****

Form A-1 (Cover Page)

PROPOSER'S NAME (Name of firm, entity or organization):**FEDERAL EMPLOYER IDENTIFICATION NUMBER:****NAME AND TITLE OF PROPOSER'S CONTACT PERSON:**

Name:

Title:

MAILING ADDRESS:

Street Address: _____

City, State, Zip: _____

TELEPHONE:

(____) _____

FAX:

(____) _____

E-MAIL ADDRESS:

PROPOSER'S ORGANIZATIONAL STRUCTURE:

____ Corporation ____ Partnership ____ Proprietorship ____ Joint Venture

____ Other (Explain): _____

IF CORPORATION:

Date Incorporated/Organized: _____ State Incorporated/Organized: _____

States registered in as foreign corporation: _____

PROPOSER'S SERVICE OR BUSINESS ACTIVITIES OTHER THAN WHAT THIS SOLICITATION REQUESTS FOR:**LIST NAMES OF PROPOSER'S SUBCONTRACTORS OR SUBCONSULTANTS FOR THIS PROJECT:****LOCAL CERTIFIED SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE:**

A Local Certified Service-Disabled Veteran Business Enterprise is a firm that is a) a local business pursuant to Section 2-8.5 of the Code of Miami-Dade County and b) prior to proposal submittal is certified by the State of Florida Department of Management Services as a service-disabled veteran business enterprise pursuant to Section 295.187 of the Florida Statutes. At the time of proposal submission, the Local Certified Service-Disabled Veteran Business Enterprise must affirm in writing its compliance with the certification requirements of Section 295.187 of the Florida Statutes and submit said affirmation and a copy of the actual certification along with the proposal submission.

- ☐ Place a checkmark here only if affirming Proposer is a certified Local Certified Service-Disabled Veteran Business Enterprise. A copy of the required certification must be submitted with the proposal.

CRIMINAL CONVICTION DISCLOSURE:

Pursuant to Miami-Dade County Ordinance No. 94-34, any individual who has been convicted of a felony during the past ten years and any 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 years shall disclose this information prior to entering into a contract with or receiving funding from the County.

- ☐ Place a checkmark here **only** if Proposer has such conviction to disclose.

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 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.

PROPOSER'S AUTHORIZED SIGNATURE

The undersigned hereby certifies that this proposal is submitted in response to this solicitation.

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF PROPOSER TO BE BOUND BY THE TERMS OF ITS PROPOSAL. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED BELOW BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE PROPOSAL NON-RESPONSIVE. THE COUNTY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE PROPOSER TO THE TERMS OF ITS OFFER.

Signed By: _____ Date: _____

Print Name: _____ Title: _____

A-1 Rev. 7/29/11

Proposer Information

1. Proposer's Experience

- A. Provide the number of years that the Proposer has been in transportation business; describe the services the Proposer specializes in, and the primary markets served.
- B. Provide detailed descriptions of three transportation services contracts (similar in scope of services to those requested herein) which the Proposer has either ongoing or completed within the past five years. The description should identify for each project: (i) client, (ii) description of work, (iii) total dollar value of the contract, (iv) dates covering the term of the contract, (v) client contact person and phone number, (vi) statement of whether Proposer was the prime contractor or subcontractor, and (vii) the results 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).
- C. 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." 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.

2. Financial Capability

- A. Provide evidence to demonstrate that the Proposer has the necessary financial resources to perform the services in a satisfactory manner. Evidence of financial capability may be established by the Proposer's most recent certified business financial statements and proof of available funds through bank credits 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. Describe how the Proposer plans to use its financial resources to perform the services for the contract term. The description should include, but not be limited to, the Proposer's allotment for startup capital, payroll, and fleet operations.

3. Subcontractor's Information

- A. List the names and addresses of all first tier subcontractors who will be assigned to this Contract. 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.

4. Staffing and Training

- A. Describe the Proposer's hiring/staffing program and the planned staffing level of drivers and personnel at various facilities (Dispatch, bus yard/garage and office).
- B. Identify the Proposer's project manager and describe the functions to be performed by the project manager. Provide resume of proposed project manager. Include relevant experience on previous similar projects, qualifications, and other vital information for the project manager.

- C. Describe the Proposer's training program for this Contract that complies with the requirements of Attachment C (F). Include course names, course descriptions, length, instruction methods and frequency of updates to the training program. Detail the Proposer's training process, the frequency of follow-up training, additional training, re-training plans, and any circumstances that would warrant re-training.
- D. Describe the Proposer's driver history program that complies with the Attachment C (D) and how are records maintained.

5. Proposer's Plan

- A. Provide the total number and types of vehicles (owned/leased) in Proposer's fleet, if applicable. Provide details of the existing, if applicable, bus fleet (year, make, and model) the Proposer plans to use under the resultant Contract.
- B. Provide acquisition plan, if applicable, for the buses to be used under the resultant Contract.
- C. Describe maintenance plan for the fleet to be used for the resultant Contract. Also, describe contingency plan in the event of a breakdown.
- D. Describe the type of signage to display County postings (Attachment B) to be used on buses under the resultant Contract. The County prefers and encourages the selected Proposer to utilize electronic signage on buses.
- E. Provide details of the two-way radio system or alternative (see Attachment D (B)) to be used for communications between Proposer and its drivers.
- F. Provide details of the vehicle modem (see Attachment D(C)) to be used by the Proposer.
- G. Identify the Proposer's Dispatch office to be used for the resultant Contract. Provide address and days/hours of operation.
- H. Provide details including address, available maintenance/repair equipment, days/hours of operation of the bus yard or garage to be used to service and/or house fleet for this Contract.
- I. Provide details of the office facility (Section 2.5) and equipment (Attachment D (A)) to be used by the Proposer to manage this Contract.
- J. 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).

Affidavits/Acknowledgement A-2 through A-6

Form A-2
AFFIDAVIT OF MIAMI-DADE COUNTY
LOBBYIST REGISTRATION FOR ORAL PRESENTATION

(1) Project Title: _____ Project No.: _____
 (2) Department: _____
 (3) Proposer's Name: _____
 Address: _____ Zip: _____
 Business Telephone: (____) _____

(4) List All Members of the Presentation Team Who Will Be Participating in the Oral Presentation:

NAME	TITLE	EMPLOYED BY	TEL. NO.
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(ATTACH ADDITIONAL SHEET IF NECESSARY)

The individuals named above are Registered and the Registration Fee is not required for the Oral Presentation ONLY.

Any person who appears as a representative for an individual or firm for an oral presentation before a County certification, evaluation, selection, technical review or similar committee must be listed on an affidavit provided by the County. The affidavit shall be filed with the Clerk of the Board at the time the response is submitted. The individual or firm must submit a revised affidavit for additional team members added after submittal of the proposal with the Clerk of the Board prior to the oral presentation. Any person not listed on the affidavit or revised affidavit may not participate in the oral presentation, unless he or she is registered with the Clerk's office and has paid all applicable fees.

Other than for the oral presentation, Proposers who wish to address the county commission, county board or county committee concerning any actions, decisions or recommendations of County personnel regarding this solicitation in accordance with Section 2-11.1(s) of the Code of Miami-Dade County MUST register with the Clerk of the Board and pay all applicable fees.

I do solemnly swear that all the foregoing facts are true and correct and I have read or am familiar with the provisions of Section 2-11.1(s) of the Code of Miami-Dade County as amended.

Signature of Authorized Representative: _____ Title: _____
 STATE OF _____
 COUNTY OF _____

The foregoing instrument was acknowledged before me this _____,
 by _____, a _____, who is personally known
 (Individual, Officer, Partner or Agent) (Sole Proprietor, Corporation or Partnership)
 to me or who has produced _____ as identification and who did/did not take an oath.

(Signature of person taking acknowledgement)_____
(Name of Acknowledger typed, printed or stamped)_____
(Title or Rank)_____
(Serial Number, if any)

Revised 2/7/05

Form A-3
ACKNOWLEDGEMENT OF ADDENDA

Instructions: Complete Part I or Part II, whichever is applicable.

PART I: Listed below are the dates of issue for each Addendum received in connection with this solicitation.

Addendum #1, Dated _____, 201__

Addendum #2, Dated _____, 201__

Addendum #3, Dated _____, 201__

Addendum #4, Dated _____, 201__

Addendum #5, Dated _____, 201__

Addendum #6, Dated _____, 201__

Addendum #7, Dated _____, 201__

Addendum #8, Dated _____, 201__

Addendum #9, Dated _____, 201__

PART II:

_____ No Addendum was received in connection with this solicitation.

Authorized Signature: _____ Date: _____

Print Name: _____ Title: _____

Firm Name: _____

A-3 - Rev. 1/25/10

Form A-4

LOCAL BUSINESS PREFERENCE

The evaluation of competitive solicitations is subject to Section 2-8.5 of the Miami-Dade County Code, which, except where contrary to federal or state law, or any other funding source requirements, provides that preference be given to local businesses. A local business, for the purposes of receiving the aforementioned preference above, shall be defined as a Proposer which meets all of the following.

1. Proposer has a valid Local Business Tax Receipt (formerly know as an Occupational License), issued by Miami-Dade County at least one year prior to proposal submission, that is appropriate for the goods, services or construction to be purchased.

Proposer shall attach a copy of said Miami-Dade County Local Business Tax Receipt hereto. (Note: Current and past year receipts, or occupational licenses, as may be applicable, may need to be submitted as proof that it was issued at least one year prior to the proposal due date.)

2. Proposer has a physical business address located within the limits of Miami-Dade County from which the Proposer operates or performs business. (Post Office Boxes are not verifiable and shall not be used for the purpose of establishing said physical address.)

Proposer shall state its Miami-Dade County (or Broward County if applicable, see note below) physical business address _____

3. Proposer contributes to the economic development and well-being of Miami-Dade County in a verifiable and measurable way. This may include but not be limited to the retention and expansion of employment opportunities and the support and increase in the County's tax base. To satisfy this requirement, the Proposer shall affirm in writing its compliance with any of the following objective criteria as of the proposal submission date:

Check box, if applicable:

- ☐ a) Proposer has at least ten (10) permanent full time employees, or part time employees equivalent to 10 FTE ("full-time equivalent" employees working 40 hours per week) that live in Miami-Dade County, or at least 25% of its employees that live in Miami-Dade County.
- ☐ b) Proposer contributes to the County's tax base by paying either real property taxes or tangible personal property taxes to Miami-Dade County.
- ☐ c) Proposer contributes to the economic development and well-being of Miami-Dade County by some other verifiable and measurable contribution by _____

Proposer shall check the box if applicable and, if checking item "c", shall provide a written statement, above, defining how Proposer meets that criteria.

By signing below, Proposer affirms that it meets the above criteria to qualify for Local Preference and has submitted the requested documents.

Note: At this time, there is an interlocal agreement in effect between Miami-Dade and Broward Counties until September 30, 2011. Therefore, a Proposer which meets the requirements of (1), (2) and (3) above for Broward County shall be considered a local business for the purposes outlined herein.

Federal Employer Identification Number: _____

Firm Name: _____

Address: _____

City/State/Zip: _____

I hereby certify that to the best of my knowledge and belief all the foregoing facts are true and correct.

Signature of Authorized Representative: _____

Print Name: _____ Title: _____

Date: _____

STATE OF _____
COUNTY OF _____

SUBSCRIBED AND SWORN TO (or affirmed) before me on _____,
(Date)

by _____. He/She is personally known to me or has
(Affiant)
presented _____ as identification.
(Type of Identification)

(Signature of Notary) (Serial Number)

(Print or Stamp Name of Notary) (Expiration Date)

Notary Public _____
(State)

Notary Seal

FORM A-5

SUBCONTRACTOR/SUPPLIER LISTING
(Ordinance 97-104)

Name of Proposer _____

This form, or a comparable listing meeting the requirements of Ordinance No. 97-104, **MUST** be completed by all bidders and proposers on County contracts for purchase of supplies, materials or services, including professional services which involve expenditures of \$100,000 or more, and all bidders and proposers on County or Public Health Trust construction contracts which involve expenditures of \$100,000 or more. **This form, or a comparable listing meeting the requirements of Ordinance No. 97-104, must be completed and submitted even though the bidder or proposer will not utilize subcontractors or suppliers on the contract. The bidder or proposer should enter the word "NONE" under the appropriate heading in those instances where no subcontractors or suppliers will be used on the contract.** A bidder or proposer who is awarded the 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.

Business Name and Address of First Tier Subcontractor/Subconsultant	Principal Owner	Scope of Work to be Performed by Subcontractor/Subconsultant	(Principal Owner)	
			Gender	Race
Business Name and Address of Direct Supplier	Principal Owner	Supplies/Materials/Services to be Provided by Supplier	(Principal Owner)	
			Gender	Race

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

 Signature of Proposer's
 Authorized Representative

 Print Name

 Print Title

 Date

 (Duplicate if additional space is needed)
 Form A-5(new 5/7/99)

Form A-6

FAIR SUBCONTRACTING POLICIES
(Section 2-8.8 of the Miami-Dade County Code)

FAIR SUBCONTRACTING PRACTICES

In compliance with Section 2-8.8 of the Miami-Dade County Code, the Proposer submits the following detailed statement of its policies and procedures for awarding subcontracts:

I hereby certify that the foregoing information is true, correct and complete.

Signature of Authorized Representative: _____

Title: _____ Date: _____

Firm Name: _____

Form B-1

Price Proposal Schedule

INSTRUCTIONS:

The Proposer's price shall be submitted on this Form B-1 "Price Proposal Schedule", and in the manner stated herein; **there is no exception allowed to this requirement.** Proposer is requested to fill in the applicable blanks on this form and to make no other marks.

A. PROPOSED PRICE

The Proposer shall state its price for providing all services as stated in Section 2.0 of this RFP. The Proposer shall submit its pricing stated as a flat, fixed hourly rate which shall include all expenses to be paid under any contract issued as a result of this RFP.

Price Per Service Hour for each fixed route:

Route:	Price Per Hour (A)	Total Number of Service Hours for the Five (5) Year Contract Term (B)	Extended Price (A x B)
Dade Monroe Express	\$	110,868.75	
Card Sound Express	\$	10,950	
Total Price:			

Notes:

1. The estimated total number of hours above is based on daily hours stipulated in Attachments E and F.
2. The County will reimburse the Contractor for the hours, as specified in Attachment E, on a daily basis for the Dade-Monroe Express route. Should the actual number of hours vary (increase or decrease) from the hours specified in Attachment E for any reason including traffic; the County's reimbursement will be limited to the scheduled daily hours of Attachment E.
3. The County will reimburse the Contractor for the hours, as specified in Attachment F, on a daily basis for the Card Sound Express route. Should the actual number of hours vary (increase or decrease) from the hours specified in Attachment F for any reason including traffic; the County's reimbursement will be limited to the scheduled daily hours of Attachment F.

Attachment A**Bus Requirements and Specifications**

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

- 1) The Dade-Monroe service may be provided with a full size bus that has a minimum 45 feet in overall length (excluding energy absorption bumper and extension) and a minimum seating capacity of 52 passenger seats.
- 2) Card Sound service may be provided with a full size bus that has a minimum 40 feet in overall length (excluding energy absorption bumper and extension) and a minimum seating capacity of 38 passenger seats.

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

All buses provided shall meet or exceed the requirements listed below:

- 1) Have uniform paint/color schemes on all vehicles.
- 2) Have a rear-view mirror and side-view mirrors mounted on both sides of the vehicle.
- 3) Have a functioning interior light within the passenger compartment.
- 4) Have a functioning speedometer indicating speed in miles per hours and a functioning odometer correctly indicating distance in tenths of a mile.
- 5) Have an operable Heating, Ventilation, and Air Conditioning (HVAC) system capable of maintaining the bus interior temperatures between 68 and 72° F. Note: If the air conditioning system becomes inoperable during the day, vehicle shall be replaced at the end of the round trip (North end of the line for the Dade Monroe and Card Sound Routes). The vehicle shall not be used for further service until the air conditioning system has been repaired.
- 6) Have exterior free of grime, rust, oil or other substances and free from cracks, breaks, dents and damaged paint that noticeably detract from the overall appearance of the vehicle.
- 7) Be clean in the interior and free from trash, torn floor coverings, damaged or broken seats, and protruding sharp edges at all times.
- 8) Have unobstructed vision on at least three (3) sides of the vehicle.
- 9) Free of leaks of any kind.
- 10) Be equipped with a functioning horn.
- 11) Meet all ADA requirements such as but not limited to wheelchair accessible and vehicle kneeling system, two wheelchair positions with approved tie downs, a public address system (PA system), destination sign with front, side and rear displays.
- 12) Have a minimum of two (2) escape and ventilating hatches on roof.
- 13) Have adjustable driver's seat with seat belts.

- 14) Have side windows which must be 1/2 inch minimum acrylic or polycarbonate or 1/4 inch minimum tempered glass.
- 15) Have a diesel engine with on board fuel capacity to achieve 400 mile range without re-fueling.
- 16) Have an automatic transmission and fire suppression system
- 17) Meet Compliance of air brakes with FMVSS121 and air suspension. c
- 18) Have stanchions or grab rails.
- 19) Have a 10 lb. Underwriters Laboratory (UL) approved ABC type fire extinguisher securely mounted in a location readily accessible to the driver.
- 20) Have a three (3) piece highway reflective triangles.
- 21) Have an electronic equipment locker with the following minimum dimensions 18"W X 12"H X 20"D equipped with one to two pullout trays. +24 Volt Bus battery voltage (fused at 30A) must be available on a terminal strip in the electronic locker.

B. Bus Inspections- Each bus to be used in service shall comply with all the requirements contained in Chapters 30 and 31 of the Miami-Dade County Code, pertinent state statutes and requirements from the Department of Sustainability, Planning, and Economic Development; Passenger Transportation Regulatory Division (PTRD). All buses utilized to provide transportation services must, at all times, display a valid County inspection, and operation permit. Proof of compliance with this section must be supplied to the County upon request. All buses shall be made available for inspection by the County. Any bus found not in conformity with the above standard specified requirements must be removed from service until it passes subsequent inspections. Any bus removed from service shall not return until the County verifies and approves any and all corrections of deficiencies. The County further reserves the right to order the immediate removal from service of any bus not in compliance with any vehicle standards referenced herein. Failure to comply with this requirement will result in disallowance of compensation for services rendered in the violating vehicle.

C. Daily Pre-operational Inspections – Daily and pre-operational inspections by the selected Proposer shall be conducted in accordance with FDOT regulations specifically, equipment, operational and safety standards –Public Sector Bus Transit 14-90:
<http://www.dot.state.fl.us/ctd/events/Presentations/2009%20Conference/Rule%2014-90%20Equipment%20and%20Operational%20Standards.pdf> and all defects and deficiencies likely to affect safe operation or cause mechanical malfunctions shall be documented in a daily inspection report and the corrective actions taken as a result of the deficiencies. The selected Proposer shall store and provide the reports to the County upon request. The pre-operational inspection shall include the following as a minimum:

- 1) Service brakes
- 2) Parking brakes
- 3) Tires and wheels
- 4) Steering
- 5) Horn
- 6) Lighting devices
- 7) Windshield wipers
- 8) Rear vision mirrors
- 9) Passenger doors
- 10) Exhaust system
- 11) Equipment for transporting wheelchairs
- 12) Safety, security, and emergency equipment

Attachment B

Display of County Symbol on Buses

The selected Proposer shall set aside space in the interior and on exterior of the bus to display approved County postings when the buses are being used to provide services for the County.

A. Signage- Prior to the commencement of service, the selected Proposer shall provide and install permanent route indicators and destination signs in the manner prescribed by the County. All destination sign must comply with ADA requirements. All signs need to be preapproved by MDT prior to installation. The following signs shall be required:

- 1) Windshield Destination Sign: A sign showing the name of the route destination, name of the service and County logo installed at the top of the windshield on the passenger side in clear view of the public. Sign size shall be 15" in height and 36" wide. Signs can be magnetic or electronic. The sign shall be controlled via a single human-machine interface (HMI). In the absence of a single mobile data terminal (MDT) the HMI shall be conveniently located for the bus driver within reach of the seated driver. The destination sign compartments shall meet the minimum requirements:
 - Compartments shall be designed to prevent condensation and entry of moisture and dirt.
 - Compartments shall be designed to prevent fogging of both compartment window and glazing on unit itself.
 - Access shall be provided to allow cleaning of inside compartment window and unit glazing.
 - Front window shall have an exterior display of no less than 8.5" in high by 65" wide.
- 2) Side of Bus: An 18" tall by 36" wide sign shall be located on each side of the bus to identify the service with the County logo. The County will provide digital logo for reproduction. Signs can be magnetic or electronic.
- 3) Rear of Bus: An 18" tall by 36" wide sign shall be located on the rear of the bus to identify the service with the County logo. Signs can be magnetic or electronic.

Attachment C**Driver Requirements and Training**

The selected Proposer shall ensure that its drivers adhere to all applicable standards contained in FDOT rule chapter 14-90 and the following provisions:

- A. Personal Appearance - Cleanliness and neatness are required at all times. Driver's uniform is required and shall consist of a collared shirt of solid color with a logo identifying the selected Proposer's name, and a solid color pant. Uniforms must be clean and in good condition at all times.
- B. Personal Habits - The following acts are not permissible by drivers when providing services for the County:
- 1) Use of intoxicating liquors, narcotics or controlled substances of any kind while on duty or reporting for duty in uniform (excluding doctors' prescriptions which do not adversely affect the driver's ability to perform his or her duties).
 - 2) Gambling in any form while on duty or providing services under this Contract.
 - 3) Smoking and other uses of tobacco while on duty except in places or at times designated for that purpose.
 - 4) Carrying of pistols, firearms or concealed weapons while on duty.
 - 5) Resorting to physical violence to settle a dispute with a fellow employee or the general public while on duty. In self defense an employee may use no more force than is reasonably necessary to defend him or herself.
 - 6) Spitting or any other unsanitary practices are prohibited while on duty or providing services under this Contract.
 - 7) Use of loud, indecent or profane language and/or making threatening or obscene gestures toward passengers or other employees.
- C. Driver's Responsibility - Drivers must perform safe, smooth and efficient operation of vehicles and avoid discomfort or inconvenience to the passengers. The driver of the vehicle shall be responsible for but not limited to:
- 1) Adherence to route, schedules and time points
 - 2) Knowledge and observance of traffic laws and safety regulations
 - 3) Safety of boarding and alighting passengers
 - 4) Proper display of all required signs and identifications
 - 5) Adjustment of lighting, heating, ventilation and cooling for the comfort of passengers
 - 6) Distribution of transit informational publications on buses as directed by MDT
 - 7) Performance of such other duties as may from time to time be prescribed by the County
- D. Driver History - Prior to placing a driver in service, the selected Proposer shall conduct a thorough driver's license check for a minimum of five (5) years in the past to ensure that all drivers providing services under the resultant contract have no history of DUI, DWI, reckless driving convictions, leaving the scene of an accident, or any other serious offenses. The selected Proposer shall ensure that all drivers providing services under the resultant contract shall have no more than three (3) moving violation points on their State driver's license within the last three (3) years. Driver license check information is available at the Internet address below.

<http://www.flhsmv.gov/ddl/abstract.html>

Prior to placing a driver in service, the selected Proposer shall obtain a nationwide criminal background check by fingerprint through the National Crime Information Center (NCIC). This shall include, as a minimum, any criminal history which might impair the service to customers, including convictions for crimes involving assault, battery and moral turpitude in any state to ensure that all drivers providing services under the resultant contract will have no history of such offenses. The NCIS check will be processed by the County at a cost to the selected Proposer of \$45 per person (current rate, subject to change). The selected Proposer shall pay the County by check made to the Board of County Commissioners. In accordance with administrative Order No. 4-86, all checks shall be drawn only on United States banks in United States' currency with the drawer's name and addresses imprinted on the check. The County will notify the selected Proposer of the approval or denial of the driver applicant.

The selected Proposer shall review the driver history biannually (twice a year) for all drivers and perform NCIC background checks annually. If the selected Proposer becomes aware of any driver not in compliance with the requirements stated herein, the selected Proposer shall immediately remove the driver from service.

- E. Driver Registration - Drivers shall have and maintain a current, valid State Commercial Drivers License (CDL). CDL Driver licenses must have passenger endorsement.

Drivers shall notify the selected Proposer immediately of any citation, arrest, or suspension or revocation of driver's license in accordance with all FDOT 1490 regulation and operating procedures. The selected Proposer shall notify the County of any driver who has his/her Driver's License suspended or revoked by close of business the next business day after such notification by the driver. The selected Proposer shall also immediately notify the County of all driver resignations or terminations. The County retains the right to monitor all drivers' licenses for eligibility and to immediately remove any driver from services for non-compliance.

- F. Driver Training Program - The selected Proposer shall certify that the drivers and other personnel providing transportation under this Contract have completed initial and yearly refresher training. This written training program must be submitted to the County and is subject to review and approval by the County. All instructors are to be certified by the National Safety Council, Smith System or equivalent as approved by the County. Records of the drivers' attendance must be kept on file by the selected Proposer and made available to the County for review upon request. The training program should consist of, but not be limited to, the following:

- 1) Defensive and safe driver training according to National Safety Council, Smith System or equivalent
- 2) Passenger courtesy and comfort
- 3) Policy clarification as it relates to drivers requesting and or receive gratuity (tips)
- 4) Technical training in the proper use of vehicle equipment, where applicable
- 5) ADA policies and guidelines
- 6) Sexual Harassment policy training in accordance with County guidelines
- 7) All applicable standards contained in FDOT Rule Chapter 14-90

- G. Driver Service Training - Miami-Dade Transit staff will provide initial and yearly refresher training programs to all drivers providing transportation under this Contract. MDT staff will determine the location and provide training upon a mutually agreed schedule. Training will include but will not be limited to the following.

- 1) Rights and responsibilities of the drivers
- 2) Rights and responsibilities of the riders
- 3) Transit Fares
- 4) Safety, ADA, and FDOT policies and guidelines

- 5) Route alignment, turnaround locations, rest facilities
 - 6) Adherence to route, schedules and time points
- H. Driver Physical - Drivers shall have physical examinations as required by Florida Department of Transportation Rule 14-90. The selected Proposer shall keep copies of the physical examinations.
- I. Drug-free Workplace and Testing- The selected Proposer shall comply with all applicable requirements of the United States Department of Transportation (USDOT), regulations for drug and alcohol testing for all persons holding safety-sensitive positions, as defined by USDOT related to transit operation.
- J. Prior to placing a driver in service, all the information listed in D, E, F, H, and I above shall be provided to the County.
- K. The County reserves the right to remove any driver from service for cause.

Attachment D**Communication System**

The Contractor's Communication System shall consist of:

- A. Telephone System - The selected Proposer shall provide a dedicated telephone line to ensure accessible communication between the County and the selected Proposer's facility (see Section 2.5) for the purposes of canceling trip requests as well as handling other emergencies.
- B. Two-Way Radio System or Alternative Two-way Communication System - The selected Proposer shall be in regular radio communication with all vehicles providing transportation service through a base station or a County approved alternative communication system (e.g., mobile phones). Vehicle Drivers must comply with Miami-Dade County Implementing Order 6-8: Use of Cellular Telephones and Similar Wireless Devices while Operating County Vehicles.
- C. Vehicle Modem - The selected Proposer shall purchase, install and maintain in good working order Mobile Access Routers/Gateways to include Global Positioning System (GPS) functionality in each vehicle authorized to provide services under the provisions of the resultant contract. Miami-Dade Transit will provide the selected Proposer General Packet Radio Service (GPRS) Cellular Cards to be installed by the selected Proposer in the Mobile Access Routers/Gateways. Miami-Dade Transit will utilize the equipment as an extension to the Mileage Positioning System (MPS), whereby MDT will monitor and track vehicles providing transportation services for the County.

The selected Proposer shall be responsible for all cost associated with the installation and maintenance of the Mobile Access Routers/Gateways with the exception of recurring cellular fees. All recurring cellular fees will be the responsibility of Miami-Dade Transit. Prior to procuring the Mobile Access Routers/Gateways and Antennae the selected Proposer must obtain written approval from the Miami-Dade Transit Project Manager. All Mobile Access Routers/Gateways supplied the selected Proposer shall comply with the minimum specifications:

Reference-In Motion on Board Mobile Gateway or approved equals /better:

- Small Form Factor, Ultra-Rugged Design
- Built-in mobile access point
- Able to operate within the vehicle power range and restrictions
- Operates in extreme conditions:
- Operating Temperature: up to 140°F
- Operating Humidity: 10 - 95 %
- Compliance with SAE J1455 (Vibrations, Shock, Drop)
- Environmental electromagnetic interference /compatibility
- Equipment shall comply with UL standards in accordance to the deployment scenario. Such compliance shall be clearly stated in a UL label.

WAN

- Integrated compatibility with current wireless WAN standards: EVDO, GPRS, GPRS EDGE, UMTS, HSDPA, HSUPA.
- IEEE 802.11 a/b/g/n (capable of simultaneous dual-band)
- Compatibility with future standards 802.20 (LTE)
- Express Card, Mini PCIe, MiniPCI and USB formats
- Multiple manageable WAN connections with roaming ability and low latency handoff
- IPSec Encryption (LAN to LAN or similar)

LAN

- DHCP Server (RFC 2131)
- Serial
- Ethernet (4 or more ports)
- IEEE 802.11 b/g
- WEP, WPA, WPA2, WPA2 Enterprise (802.11i)
- Port blocking/forwarding
- NAT, SPI Firewall

Physical Interfaces

- Ethernet – RJ45 x 4 or more.
- USB 2.0 x 2 or more
- Serial – Full RS232
- Expansion cards or customizable panels to accommodate additional connectors.

GPS Capable

- Embedded multiple channel GPS receiver
- NMEA and TAIP messaging
- Local and remote forwarding via TCP or UDP

Protocols

- HTTP, HTTPS, SMTP, POP, IMAP, FTP, PPP (RFC 2516), SSH, IP V.4/V.6
- Compatible with industry standard mobile routing protocols (including GRE)

Power Management

- Auto Power-Up on ignition sense
- Programmable shut-off delay (up to 2 hours)
- Input voltage monitoring with configurable auto-shutdown
- Temperature detection with auto-shutdown protection

Antennae External

- TriMode Combo Antenna
- Cellular /PCS and GPS combination into one small enclosure
- All weather resistant
- 30 dB gain
- Omni Directional radiation pattern

Antennae Internal

- Wi-Fi Antenna
- Small footprint, low profile
- Adhesive mount
- 4.5 dB gain or better
- Omni Directional radiation pattern

Attachment E

DADE-MONROE EXPRESS

Weekday - Saturday - Sunday

Southbound

Florida City	Key Largo M/M 98	Tavernier M/M 87	Islamorada M/M 74	Marathon M/M 50
(depart)				(arrive)
5:15 AM	6:10 AM	6:30 AM		
5:30 AM	6:25 AM	6:45 AM	7:10 AM	
5:40 AM	6:35 AM	6:55 AM	7:20 AM	7:55 AM
6:00 AM	6:55 AM	7:15 AM	7:40 AM	
7:55 AM	8:50 AM	9:10 AM	9:35 AM	
8:30 AM	9:25 AM	9:45 AM	10:10 AM	
10:30 AM	11:25 AM	11:45 AM	12:10 PM	12:45 PM
11:30 AM	12:25 PM	12:45 PM		
1:00 PM	1:55 PM	2:15 PM	2:40 PM	3:15 PM
1:30 PM	2:25 PM	2:45 PM		
2:00 PM	2:55 PM	3:15 PM	3:40 PM	
3:15 PM	4:10 PM	4:30 PM	4:55 PM	5:30 PM
5:30 PM	6:25 PM	6:45 PM	7:10 PM	
6:20 PM	7:15 PM	7:30 PM	7:55 PM	8:30 PM
8:15 PM	9:10 PM	9:25 PM	9:50 PM	10:25 PM
9:10 PM	10:05 PM	10:20 PM		

Northbound

Marathon M/M 50	Islamorada M/M 74	Tavernier M/M 87	Key Largo M/M 98	Florida City
(depart)				(arrive)
		6:35 AM	6:50 AM	7:45 AM
	7:20 AM	7:45 AM	8:00 AM	9:00 AM
	7:50 AM	8:15 AM	8:30 AM	9:30 AM
8:05 AM	8:40 AM	9:05 AM	9:20 AM	10:15 AM
	9:45 AM	10:10 AM	10:25 AM	11:20 AM
	10:20 AM	10:45 AM	11:00 AM	11:55 AM
		12:45 PM	1:00 PM	1:55 PM
1:00 PM	1:35 PM	2:00 PM	2:15 PM	3:10 PM
		3:00 PM	3:15 PM	4:10 PM
	3:50 PM	4:15 PM	4:30 PM	5:25 P.M.
3:45 PM	4:20 PM	4:45 PM	5:00 PM	5:55 PM
5:45 PM	6:20 PM	6:45 PM	7:00 PM	7:55 PM
	7:20 PM	7:45 PM	8:00 PM	8:55 PM
8:45 PM	9:20 PM	9:45 PM	10:00 PM	10:55 PM
		10:45 PM	11:00 PM	11:55 PM
11:00 PM	11:30 PM	11:55 PM	12:10 PM	1:05 AM

Total number of service hours: 60:45

- A. Six (6) southbound and six (6) northbound trips shall be provided between Florida City and Marathon Florida mile marker 50.
- B. Six (6) southbound and six (6) northbound trips shall be provided between Florida City and Islamorada at mile marker 74.
- C. Four (4) southbound and four (4) northbound trips shall be provided between Florida City and Tavernier at mile marker 87.

Attachment F

Card Sound Express

Weekday-Saturday- Sunday

Southbound

Florida City City Hall (Departure)	Ocean Reef Club (Arrive)
5:30 AM	6:05 AM
7:05 AM	7:40 AM
2:35 PM	3:10 PM
4:10 PM	4:45 PM

Northbound

Ocean Reef Club (Departure)	Florida City City Hall (Arrive)
6:20 AM	6:55 AM
7:55 AM	8:30 AM
3:25 PM	4:00 PM
5:00 PM	5:35 PM

Total number of service hours: 6:00

- A. Four (4) southbound and four (4) northbound trips shall be provided between Florida City, City Hall to the Ocean Reef Club.

Attachment G**MIAMI-DADE COUNTY
LIVING WAGES
SUPPLEMENTAL GENERAL CONDITION**

Service contractors providing a covered service are advised that the provisions of Section 2-8.9 of the Code of Miami-Dade County, (Code) as amended by Ordinance [Governing Legislation], will apply to any contract(s) awarded pursuant to this bid or issuance of a GASP/Permit, lease, or other Service Contract agreement by Miami-Dade County Aviation Department. By submitting a bid or executing a contract pursuant to these specifications, a service contractor is hereby agreeing to comply with the provisions of Section 2-8.9, and to acknowledge awareness of the penalties for non-compliance. A copy of this Code Section may be obtained online at www.miamidade.gov.

This Supplemental General Conditions is organized with the following sections:

1. Definitions
2. Minimum Wages and Posting of Information
3. Liability for Unpaid Wages; Sanctions; Withholding
4. Payrolls, Records and Reporting
5. Subcontracts
6. Complaints and Hearings; Contract Termination and Debarment

1. DEFINITIONS

- A. Administrative hearing officer means a person designated by the County Manager to hold administrative hearings on complaints of practices prohibited by this Implementing Order.
- B. Applicable department means the County department(s) using the service contract.
- C. Complaint means any written charge/allegation presented to the Compliance Officer alleging a practice prohibited by the Code, implementing Order No. 3-30 and these Supplemental General Conditions.
- D. Compliance officer means the Director of the Department of Small Business Development or his/her designee to review compliance with the Governing Legislation or Living Wage Ordinance and the Administrative Order.
- E. Contract means an agreement for services covered by the Living Wage Code involving the County or Public Health Trust, or approved by the County, the Procurement Director or his/her designee, or the Public Health Trust or a Permit or Lease agreement with Miami-Dade County Aviation Department.
- F. Contracting officer means the County and Public Health Trust staff or any other County personnel responsible for issuing County service contracts.
- G. County means the government of Miami-Dade County or the Public Health Trust.
- H. Covered employee means anyone employed by any service contractor, as further defined in the Code either full or part time, as an employee with or without benefits that is providing covered services pursuant to the service contractor's contract with the County.
- I. Covered employer means any and all service contractors and subcontractors of service contractors providing covered services.

J. Covered services are any one of the following:

- (1) County Service Contracts - Contracts awarded by the County that involve a total contract value of over \$100,000 per year for the following services:
 - (i) food preparation and/or distribution;
 - (ii) security services;
 - (iii) routine maintenance services such as custodial, cleaning, refuse removal, repair, refinishing and recycling;
 - (iv) clerical or other non-supervisory office work, whether temporary or permanent;
 - (v) transportation and parking services including airport and seaport services;
 - (vi) printing and reproduction services; and,
 - (vii) landscaping, lawn and/or agricultural services.
- (2) Services provided to at Miami-Dade County Aviation facilities: Any service that is provided by a Service Contractors at a Miami-Dade County Aviation Department Facility is a covered service without reference to any contract value.
 - (i) Ramp Service: Guiding aircraft in and out of Airport; aircraft loading and unloading positions, designated by the Aviation Department; placing in position and operating passenger, baggage and cargo loading and unloading devices, as required for the safe and efficient loading and unloading of passengers, baggage and cargo to and from aircraft; performing such loading and unloading; providing aircraft utility services, such as air start and cabin air; fueling; catering; towing aircraft; cleaning of aircraft; delivering cargo, baggage and mail to and from aircraft to and from locations at any Miami-Dade County Aviation Department facility; and providing such other ramp services approved in writing by the Aviation Department;
 - (ii) Porter Assistance Services: Handling and transportation through the use of porters, or other means, of baggage and other articles of the passengers of contracting air carriers or aircraft operators, upon request of the passenger, in public access areas of the Airport Terminal Complex. The Living Wage shall not apply to employees performing tip-related porter assistance services, including curbside check-in;
 - (iii) Passenger Services: Preparing such clearance documents for the baggage and cargo of aircraft passengers, as may be required by all governmental agencies; furnishing linguists for the assistance of foreign-speaking passengers; passenger information assistance; arranging in-flight meals for departing aircraft with persons or companies authorized by the Department to provide such meals; and providing assistance to handicapped passengers;
 - (iv) Dispatching and Communications Services: Providing ground to aircraft radio communication service; issuing flight clearances; sending and receiving standard arrival, departure and flight plan messages with appropriate distribution of received messages; providing standby radio flight watch for aircraft in flight; and calculation of fuel loads and take-off and landing weights for aircraft;
 - (v) Meteorological Navigation Services: Providing information based on the analysis and interpretation of weather charts; planning aircraft flights in accordance with the latest accepted techniques; providing appropriate prognostic weather charts; and generally providing information appropriate for enroute aerial navigation;
 - (vi) Ticket Counter and Operations Space Service: The operation of ticket counter

and airlines' operations space; ticket checking, sales and processing; weighing of baggage; operation of an information, general traffic operations and communications office for air carriers and aircraft operators with whom the Service Contractor has contracted to supply such services;

- (vii) Janitorial Services;
- (viii) Delayed Baggage Services;
- (ix) Security Services unless provided by federal government or pursuant to a federal government contract; and,
Any other type of service that a GASP permittee is authorized to perform at any Miami-Dade County Aviation Department Facility will be considered a covered service, regardless of whether the service is performed by a GASP permittee or other service contractor.
- (x) In warehouse cargo handlers.

- K. Debar means to exclude a service contractor, its individual officers, its principal shareholders, its qualifying agent or its affiliated businesses from County contracting and subcontracting for a specific period of time, pursuant to section 10-38 of the Code of Miami-Dade County.
- L. Living wage means the minimum hourly pay rate with or without a health benefits in effect for the fiscal year in which the work is performed.
- M. Living Wage Commission means a fifteen person advisory board established by the County Commission for the purpose of reviewing the effectiveness of the Living Wage, reviewing certifications submitted by covered employers to the County include, reviewing complaints filed by employees and making recommendations to the County Mayor and the County Commission regarding same.
- N. Project manager means the person assigned under a contract, usually a department director of the using agency or his/her designee, who has primary responsibility to manage the contract and enforce contract requirements.
- O. Service contractor is any individual, business entity, corporation (whether for profit or not-for-profit), partnership, limited liability company, joint venture, or similar business that is conducting business in Miami-Dade County or any immediately adjoining county and meets the following criteria:
 - (1) the service contractor is paid in whole or in part from one (1) or more of the County's general fund, capital projects funds, special revenue funds or any other funds either directly or indirectly, whether by competitive bid process, informal bids, requests for proposals, some form of solicitation, negotiation, or agreement, or any other decision to enter into a contract;
 - (2) the service contractor and any subcontractor is engaged in the business to provide covered services either directly or indirectly for the benefit of the County; or
 - (3) the service contractors is a General Aeronautical Service (GASP) Permittee or otherwise provides any of the covered services defined herein at any Miami-Dade County Aviation Department facility including Miami International Airport pursuant to a permit, lease agreement or otherwise.

2. MINIMUM WAGES, HEALTH BENEFIT PLANS AND POSTING OF INFORMATION

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

All covered employees providing covered services shall be paid not less than the living wage rate in effect for the fiscal year in which the work is performed. When the covered employer seeks to comply with the Code by choosing to pay the wage rate applicable when also providing a qualifying Health Benefit Plan, such health benefit plan shall consist of a per hour contribution towards the provision of a Health Benefit Plan for employees and, if applicable, their dependents in accordance with the current rate for the given year. Proof of the provision of such a health benefit plan must be submitted to the compliance officer to qualify for the wage rate for employees with a health benefit plan.

- B. The minimum amount of payment by a Service Contractor for the provision of a Health Benefit Plan on a per-hour basis will be calculated based on a maximum of a 40-hour work week. Overtime hours will not require additional payments towards the provision of a health benefit plan. If the service contractor pays less than the required amount for provision a health benefit plan, then the service contractor may comply with the Living Wage requirements by paying the covered employee the difference between the premium it pays for the health benefit plan of the Covered Employee and the minimum amount required by this section for a qualifying health benefit plan. The service contractor may require that all employees enroll in a health benefit plan offered by the service contractor, provided that the employee is not required to pay a premium contribution for employee-only coverage. Health Benefit Plan for purposes of complying with the living wages shall qualify if it includes the benefits contained in a standard health benefit plan meeting the requirements set forth in §627.6699(12)(a) Florida Statutes.

To the extent a Covered Employer seeks to pay the lower Living Wage rate for employers providing a qualifying Health Benefit Plan during the initial eligibility period applicable to new employees, the Living Wage requirement may be complied with as follows during the eligibility period:

1. A Covered Employer may only qualify to pay the Living Wage rate applicable to employees with a Health Benefit Plan for a term not to exceed the first ninety (90) days of the new initial employee's eligibility period, said term commencing on the employee's date of hire, if the Covered Employer has taken the necessary steps to effectuate coverage for such employee.
 2. If the Covered Employee is not provided with a qualifying Health Benefit Plan within ninety (90) days of initial hire, then the Covered Employer, commencing on the ninety-first (91) day of the new employee's initial eligibility period, must commence to pay the applicable Living Wage rate for Covered Employees without a Health Benefit Plan and must retroactively pay the Covered Employee the difference between the two Living Wage rates for the term of the eligibility period.
- C. The Living Wage rate is annually indexed based on the Consumer Price Index (CPI) calculated by the U.S. Department of Commerce as applied to the County of Miami-Dade.
- D. Covered employees shall be paid by company or cashier's check, not less than bi-weekly, and without subsequent deduction or rebate on any account (except as such payroll deductions as are directed or permitted by law or by a collective bargaining agreement). The covered employer shall pay wage rates in accordance with federal and all other applicable laws such as overtime and similar wage laws.
- E. Covered employers must post a copy of the Living Wage rate notice issued by the County in a visible place on the site where such contract work is being performed and shall be supplied to the employee within a reasonable time after a request to do so. Covered employers are also required to print the following statements on the front of the covered employee's first paycheck

and every six months thereafter: "You are required by Miami-Dade County law to be paid at least [insert applicable rate under this Chapter] dollars an hour. If you are not paid this hourly rate, contact your supervisor or a lawyer." All notices will be printed in English, Spanish and Creole.

- F. Covered employers must refrain from terminating, reducing the compensation, or otherwise discriminating against an employee performing work on the contract even though a complaint of practices has been made by the employee or other investigative or enforcement action is being taken regarding such service contractor.

3. LIABILITY FOR UNPAID WAGES; SANCTIONS; WITHHOLDING

- A. Liability for Unpaid Wages: Covered employers found to be in violation of the Living Wage requirements shall be required to pay wage restitution to the affected employee(s) within thirty (30) days of the finding of non-compliance. Request for appeals of violations must be filed in writing with the compliance officer within thirty (30) days of receipt of the violation.
- B. Sanctions: In addition to payment of wage restitution to affected employee(s), the Compliance Officer may also sanction the service contractor for violations in at least one (1) of the following ways:
1. Penalties payable to the County in an amount equal to 10% of the amount of the underpayment of wages and/or benefits for the first instance of underpayment; 20% for the second instance; and for the third and successive instances 30% of the amount of underpayment. A fourth violation shall constitute default of the contract where the underpayment occurred and may be cause for suspension or termination in accordance with the contract's terms and debarment in accordance with the debarment procedures of the County. Monies received from payment of penalties imposed hereunder shall be deposited in a separate account and shall be utilized to defray costs of administering the Living Wage provisions.
 2. The sum of up to five hundred dollars (\$500.00) for each week for each covered employee found to have not been paid in accordance with this Chapter.
 3. Suspend payment or terminate payment under the contract or terminate the contract with the service contractor.
 4. If a service contractor fails to cure a Notice of Violation or pay any sanctions that are assessed by the County, such service contractor and all officers, principals, directors, shareholders owning or controlling ten (10) percent or more of the stock, partners, qualifiers, divisions or other organizational elements of the non-complying service contractor may be declared by the County to be ineligible for bidding on or otherwise participating in Living Wage contracts and permits until all required payments have been paid in full and regardless of whether such payment has been made may also be declared ineligible for bidding or otherwise participating in Living Wage contracts for a period up to three (3) years. In addition all covered employers shall be ineligible for Living Wage contracts and permits under this section where any officers, principals, directors, shareholders owning or controlling ten (10) percent or more of the stock, partners, qualifiers, divisions or other organizational elements of the covered employer where officers, principals, directors, shareholders owning or controlling ten (10) percent or more of the stock, partners, qualifiers, divisions or other organizational elements of a covered employer who has been declared ineligible under this Chapter.;
 5. In addition to any other sanctions provided for herein, for violations other than underpayment for wages and/or benefits, damages payable to the County in the

amount of five hundred dollars (500.00) per week for each week in which the violation remains outstanding.

6. The service contract who fails to timely and adequately respond in the manner and within the timeframe set forth in a written request from the County to a notice of noncompliance, or fails to attend a Compliance Meeting, or who does not timely request an administrative hearing from an adverse compliance determination may by the County after a Compliance Meeting shall be deemed no to have complied with the requirements of this section as stated in the notice or determination of noncompliance and. in the case of underpayment of the Living Wage required, an amount sufficient to pay any underpayment shall be withheld from contract proceeds to include any deposits and/or bonds and remitted to the employee and the Service Contractor may be fined the applicable penalty for such underpayment as defined herein.
7. All such sanctions recommended or imposed shall be a matter of public record.
8. All unpaid sanctions imposed pursuant to the authority of this Chapter shall bear interest at the same rate as the state of Florida statutory rate for judgments provided by Florida Statutes Section 55.03.
9. A service contractor found to have retaliated or discriminated against a covered employee shall be ordered to pay restitution and reinstate the discharged employee with back pay to the date of the violations and may be imposed a sanction as specified in this section.

C. Withholding

The County may withhold from the covered employer accrued payments as may be considered necessary to pay employees of the covered employer or any subcontractor for the performance of the contract work, the difference between the hourly living wage rate plus, if applicable, health benefits required to be paid by the covered employer to the employees on the contract and the amounts received by such employee and an amount equal to the employers contribution for applicable payroll taxes. Where violations have been found and upheld, the covered employer or their agents shall not be entitled to refunds of the amounts withheld in the event the covered employer has failed to properly reimburse employees, and these funds may be remitted to the employees by the County with amounts for federal withholding and other taxes remitted to the appropriate agencies as required by federal law.

4. PAYROLL; RECORDS; REPORTING

- A. Covered employers are required to keep, produce upon request, and allow access to, for a period of three (3) years from the expiration, suspension or termination date of the contract subject to this Administrative Order, accurate written records signed under oath as true and correct showing:
 - a. the name, address, social security number, job title, and classification of each covered employee performing covered services on a contract;
 - b. the number of hours worked each day by each covered employees;
 - c. for each covered employee, the gross wages earned and evidence of payment thereof; a record of health benefit payments, including contributions to approved plans; and
 - d. any other data or information the the County should require.

The covered employer shall submit to the applicable department, every six (6) months, a complete payroll showing the employer's payroll records for each covered employee working on the contract for covered services for one payroll period.

- C. The covered employer shall file with the applicable department, every six months, reports of employment activities to made publicly available, including race and gender of employees hired and terminated; zip codes of employees hired and terminated; and wage rates of employees hired and terminated
- D. The covered employer shall make the records required to be kept hereunder available for inspection, copying or transcription by an authorized representative of the County, and shall permit such representative to interview employees during working hours on the job. Failure to submit the required reports upon request or to make records available may be grounds for sanctions as outlined in Section III. The service contractor is responsible for the submission of the information required hereunder and for the maintenance of records and provision of access to same by all subcontractors.

5. SUBCONTRACTS

The service contractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 6 of this provision and also a clause requiring the subcontractors to include these clauses in any subcontracts. The service contractor shall be responsible for compliance by any subcontractor with the clauses set forth in paragraphs 1 through 6 of this provision. The prime service contractor will be responsible for compliance by all subcontractors. In the event of non-payment or underpayment of the required wages, the prime service contractor shall be liable to the underpaid employees of the subcontractor for the amount of each underpayment.

6. PROCEDURES FOR APPEAL THROUGH ADMINISTRATIVE HEARING OFFICER PROCESS; CONTRACT TERMINATION AND DEBARMENT

- A. Appeals of findings of violation and imposition of penalties by the compliance officer shall be heard by an administrative hearing officer. Upon the receipt of a written appeal, the compliance officer shall notify the County Manager in writing and the County Manager shall appoint an administrative hearing officer and set a time for an administrative hearing. Failure to appeal within the specified time shall be considered a waiver of the appeal process provided for in Section 3.A and an admission of the complaint/violation.
- B. Notification of hearing date shall be served by the compliance officer upon the covered employer against whom the complaint is made within ten (10) working days of the appointment of the administrative hearing officer. Such notice shall be by certified mail, return receipt requested. Such notice shall include:
 - 1) A copy of the written complaint, including reasons and causes for the proposed administrative hearing outlining alleged prohibited practices upon which it is based;
 - 2) The penalties assessed;
 - 3) That an administrative hearing shall be conducted before an administrative hearing officer on a date and time not to exceed thirty (30) business days after service of the notice. The notice shall also advise the covered employer that they may be represented by an attorney, may present documentary evidence and verbal testimony, and may cross-examine or rebut evidence and testimony presented against them; and,
 - 4) A description of the effect of the issuance of the notice of the proposed administrative hearing and the potential effect(s) of this administrative hearing.
- C. The compliance officer or his/her designee shall, with the assistance of the project manager, present evidence and arguments to the administrative hearing officer.

- D. No later than seven (7) days prior to the scheduled hearing date, the covered employer must furnish the compliance officer a list of the defenses the covered employer intends to present at the administrative hearing. If the covered employer fails to submit such list, in writing, at least seven (7) days prior to the administrative hearing, or fails to seek an extension of time within which to do so, the covered employer shall be deemed to have waived the opportunity to be heard at the administrative hearing. The administrative hearing officer shall have the right to grant or deny an extension of time, and the decision may only be reviewed upon an abuse of discretion.
- E. Hearsay evidence shall be admissible at the administrative hearing, but shall not form the sole basis for finding a violation of Section 2-8.9. The administrative hearing shall be transcribed, taped or otherwise recorded by a court reporter, at the election of the administrative hearing officer and at the expense of the County. Copies of the hearing tape or transcript shall be furnished at the expense and request of the requesting party. The cost of such transcription may be assessed, by the hearing officer, against a service contractor that has been found to violate Section 2-8.9.
- F. Upon completion of the administrative hearing, the Administrative Hearing Officer shall submit written findings and recommendations together with a transcript and exhibits of the administrative hearing, to the County Manager or his/her designee within thirty (30) days of the receipt of the transcript.

If the County Manager or his/her designee determines a covered employer failed to comply with the provisions of the Code, the non complying covered employer and the principal owners and/or qualifying agent thereof may, in addition to any sanctions imposed pursuant to the Code and included in Section III of the Supplemental General Conditions, be prohibited from bidding on or otherwise participating in County contracts for a specified period of time pursuant to Section 10-38 of the Code of Miami-Dade County.

A breach of the clauses contained in this Supplemental General Conditions shall be deemed a breach of this contract/Permit or Lease Agreement and may be grounds for termination of the contract, Permit or Lease Agreement and grounds for debarment, and any other remedies available to the County.

Walters, Vivian (RER)

From: Borrego, Aylin (ISD)
Sent: Wednesday, July 25, 2012 3:54 PM
To: Walters, Vivian (RER)
Subject: SBD Measures Request for RFP 825 Fixed Bus Routes For Miami-Dade Transit
Attachments: FW: ; MASTER RFP SHELL 7-25-12.docx; RFP 825 Proposal Submission Package.docx; RFP 825 Attachment A - Bus Requirements and Specifications.docx; RFP 825 Attachment B - Display of County Symbol on Buses.docx; RFP 825 Attachment C - Driver Requirements and Training.docx; RFP 825 Attachment D - Communication System.docx; RFP 825 Attachment E - Dade Monroe Route Schedule.docx; RFP 825 Attachment F – Card Sound Route Schedule.docx; RFP 825 Attachment G - Living Wages.docx; SBD Input Doc.pdf

Good Afternoon Vivian,

Please see attachment for SBD review.

- Contract/Project Measures Analysis
- RFP

Requisition No: RQMT1200028

Project No.: RFP 825

Title: Fixed Bus Routes For Miami-Dade Transit

Note:

This project was previously advertised (RFP799, Req. RQPM1100169) and canceled during the advertisement phase at MDT's request in order to revise the scope. (see attached e-mail SBD project worksheet)

The existing contract (RFQ83) was federally funded and contain no measures. The replacement contract will be funded by MDT operating funds therefore, requesting SBD review for measures.

Thanks

*Aylin Borrego, Procurement Contracting Officer 1
Internal Services Department, Procurement Management
Miami-Dade County
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Miami, Florida. 33128
Phone Number: (305) 375-4803
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