

☒ New
☐ OTR
☐ Sole Source
☐ Bid Waiver
☐ Emergency
 Previous Contract/Project No. 9791-1/24

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

Requisition No./Project No.: RQMT1900011
 TERM OF CONTRACT 3 YEAR(S) WITH 2 YEAR(S) OTR

<u>Description:</u>	Establish a contract and a pool of qualified bidders for the Department of Transportation and Public Works for the purchase of Fixed Bus Routes Transportation Services which provides patrons transportation services throughout Miami-Dade, Broward and Monroe Counties
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Issuing Department:	Internal Services/PM	Contact Person:	Marie Williams	Phone:	305-375-3248
Estimate Cost:	\$32,468,215	Funding Source:	<div>GENERAL</div> <div>Operating</div>	<div>FEDERAL</div> <div></div>	<div>OTHER</div> <div></div>

Commodity Codes:		96182	95891			
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:	Safeguard America, Inc. D					
Small Business Enterprise:						
Contract Value:	\$10,954,000					
Comments:						
Continued on another page (s): <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO						
<u>RECOMMENDATIONS</u>						
	Set-Aside	Subcontractor Goal	Bid Preference	Selection Factor		
SBE						
Basis of Recommendation:						
Signed: Marie Williams		Date sent to SBD: March 20, 2019				
		Date returned to PM:				

SECTION 2

SPECIAL TERMS AND CONDITIONS

2.1 PURPOSE

The purpose of this solicitation is to establish a contract and a pool of qualified bidders for Miami-Dade County (County) on behalf of the Department of Transportation and Public Works (DTPW) for the purchase of Fixed Bus Routes Transportation Services. The contract will provide patrons transportation services throughout Miami-Dade, Broward and Monroe Counties. This solicitation will be awarded in two groups:

Group 1 – Contract: This is a contract for Transportation Services for the Dade-Monroe Express Route and the Card Sound Express Route as stated in Section 3.

Group 2 - Pre-Qualified Vendor Pool: This is a future spot market price competition for future bus routes (not included in Group 1). All responsive and responsible bidders awarded Group 1 will be pre-qualified and added to Group 2. Future Invitations to Quote (ITQs) will be solicited from the vendor pool by the County and may have additional or different terms, conditions, requirements, scope of work, or specifications.

2.2 TERM OF CONTRACT

This contract and pool shall commence on the first calendar day of the month succeeding approval of the contract by the Board of County Commissioners, or designee, unless otherwise stipulated in the Blanket Purchase Order issued by the Internal Services Department, Strategic Procurement Division. The contract and pool shall remain in effect for three (3) years and shall expire on the last day of the last month of the three-year period.

2.3 OPTION TO RENEW WITH PRICE ADJUSTMENT

Prior to completion of the term as stated on Section 2.2, Term of Contract, the County shall have the option to renew this contract for one additional 2-year period. The initial contract prices resultant from this solicitation shall prevail for a 1-year period from the contract's initial effective date. Thereafter, the County may consider an adjustment to price for each subsequent year and any option to renew period.

Continuation of the contract beyond the initial term and any option to renew subsequently exercised is a County prerogative and not a right of the Awarded Bidder. Such prerogative will be exercised only when continuation of the contract is clearly in the best interest of the County.

The County reserves the right to negotiate lower pricing for any option to renew period based on market research information or other factors that influence price such as downward movement of the applicable price index.

The County shall have the option to renew the pool for one additional 2-year period.

2.4 METHOD OF AWARD

Group 1: Award will be made to the responsible bidder who submits the lowest priced responsive bid who meets the minimum requirements below and all of the technical requirements within Section 3 of this solicitation when all items are added in the aggregate. If a Bidder fails to submit an offer on all items, its offer may be rejected.

Group 2: All responsive, responsible bidders who meet the minimum requirements below and all of the technical requirements within Section 3 of this solicitation will be qualified to participate in the Pre-Qualified Vendor Pool. The total number of pre-qualified vendors shall be determined by the County. Based on the service requested, any changes to the minimum or technical requirements stated herein will be part of the as-needed Spot Market solicitation issued to the pre-qualified vendors via an Invitation to Quote (ITQ).

2.4.1 Requirements for Groups 1 and 2

The minimum requirements are as follows:

- A. Bidder shall have a current United States Department of Transportation (US DOT) Number registered with the US DOT Federal Motor Carrier Safety Administration.
- B. Bidder shall be regularly engaged in the business of providing transportation services for fixed/semi fixed routes. Bidder shall submit two (2) references which can verify that the Bidder is currently providing or has provided services within the past three (3) years similar to what is described in this bid solicitation. The references must include the customer's company name, and the name, title, address, email and telephone number of the contact person, who can verify that the Bidder has successfully provided such services that the Bidder is offering under this solicitation. These references shall ascertain to the County's satisfaction that the Bidder has sufficient experience and expertise in the industry.
- C. Bidder shall provide documentation that it currently has the required buses to perform services or has the financial capacity to purchase/lease buses for the duration of the contract. In accordance with Section 2.4.2 herein, such documentation includes, the most recent certified business financial statements or most recent business income tax return, and any additional documents to prove its financial capacity.

Failure to meet these requirements may result in Bidder's offer being rejected. However, in accordance with Section 1, Paragraph 1.5.K, the County reserves the right to request and evaluate additional information.

2.4.2 Financial Capacity and Purchase/Lease of Buses

The apparent lowest responsive bidder shall provide documentation stated herein as proof that it currently has the required buses to perform services or has the financial capacity to purchase/lease buses for the duration of the contract.

The Bidder is required to provide its most recent certified business financial statements as of a date not earlier than the end of the Bidder'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.

Bidder may submit any additional documents to prove its financial capacity. The County will review the Bidder's financial capacity based on several factors, which may include, but not to be limited to, the Bidder's ability to access funding necessary to purchase/lease buses, cover required start-up cost, cash reserves to ensure ongoing operational and payroll cost for a period up to 60 calendar days from the start of and throughout the duration of the contract.

The County reserves the right to request additional documentation from the Bidder and to request reports on financial stability from independent financial rating services. In its best interest, the County reserves the right to reject any Bidder who does not demonstrate financial stability sufficient to perform on this contract. The County will be the sole determinant of this capacity and its decision shall be final.

2.5 PRICING

The bidder shall state its price per service hour for providing services as stated in Section 3, Technical Specifications. The bidder shall submit its pricing stated as a flat, fixed hourly rate, which shall include all expenses to be paid under this Contract.

- A. The County will compensate the Awarded Bidder for the hours, as specified in Section 3.8, for the Dade-Monroe Express route. Should the actual number of hours vary (increase or decrease) from the hours specified in Section 3.8 for any reason including traffic, the County's compensation will be limited to the scheduled daily hours specified in Section 3.8.
- B. The County will compensate the Awarded Bidder for the hours, as specified in Section 3.9, for the Card Sound Express route. Should the actual number of hours vary (increase or decrease) from the hours specified in Section 3.9 for any reason including traffic, the County's compensation will be limited to the scheduled daily hours specified in Section 3.9.

2.6 PRICE ADJUSTMENT

Prices shall remain fixed for a one-year period from the effective date of the Contract. Prior to the end of the initial one-year period and for each subsequent year thereafter, the County will review price adjustments based on the weighted sum of the percentage change in the value of the most recent Consumer Price Index (CPI) for:

- A. Miami – FT Lauderdale, All Urban Consumers, All Items, Series Id: CUURS35BSA0, CUUSS35BSA0, (Weight = 75%), **and**
- B. Miami – FT Lauderdale, All Urban Consumers, Private Transportation, Series Id: CUURS35BSAT1, CUUSS35BSAT1, (Weight = 25%).

Any upward or downward adjustments shall not exceed 3% annually. This adjustment will be in lieu of any other price adjustment, such as an adjustment for changes in the living wage rate. The County reserves the right to apply any reduction in pricing for the additional term(s) based on the downward movement of the applicable index.

The adjustment will be applied by calculating the percentage change (increase or decrease) between the index values effective on the first day of the twelve (12) month period and the most recent index available on the day of adjustment. Day of adjustment will be the last business day of the twelve (12) month period.

It is the Awarded Bidder's responsibility to request any pricing adjustment under this provision. For any adjustment to commence on the first day of next one-year period, the request for adjustment should be submitted thirty (30) days prior to expiration of the then current one-year period. The Awarded Bidder's adjustment request cannot be in excess of the relevant pricing index change. If no adjustment request is received from the Awarded Bidder, the County will assume that the Awarded Bidder has agreed to waive any pricing adjustment the applicable purchase.

The County reserves the right to reject any price adjustments submitted by the Awarded Bidder if they are not in accordance with the above or to terminate the contract with an Awarded Bidder based on such price adjustments. The County reserves the right to negotiate lower pricing for the additional term(s) based on market research information or other factors that influence price.

2.7 METHOD OF PAYMENT

The Awarded Bidder shall submit monthly invoices to the County. DTPW requires invoices be of clear quality, include the correct remittance address, not on dark paper (when possible), and sent to:

Miami-Dade County, Finance Department
Attn: Shared Services Payable Unit
C/O Miami Dade Transportation and Public Works Dept.
111 NW 1st Street, 26th Floor
Miami, FL 33128

OR

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

Refer to Section 1, General Terms and Conditions, Article 1.35, Invoices for further requirements. Failure to submit invoices in the prescribed manner will delay payment.

2.8 LIVING WAGE – See Attachment A - Living Wages Supplemental General Conditions

Bidders 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 this contract, pursuant to this solicitation. By submitting a bid or executing a contract pursuant to these specifications, the bidder 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.

2.9 INSURANCE

The following supersedes Section 1, General Terms and Conditions, Paragraph 1.22, Insurance Requirements:

The Bidder shall furnish to the Internal Services Department / Strategic Procurement Division, 111 N.W. 1st Street, Suite 1300, Miami, Florida 33128-1989. Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Worker's Compensation Insurance for all employees of the Bidder as required by Florida Statute 440.
- B. Commercial General Liability Insurance in an amount not less than \$1,000,000 per occurrence. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**
- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

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

OR

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

NOTE: CERTIFICATE HOLDER MUST READ:

**MIAMI-DADE COUNTY
111 NW 1st STREET
SUITE 2340
MIAMI, FL 33128**

SECTION 3

TECHNICAL SPECIFICATIONS

3.1 SCOPE OF WORK

This contract is for purchase of Fixed Bus Routes Transportation Services for DTPW. The contract will provide patrons transportation services throughout Miami-Dade and Monroe Counties via two routes. The Dade-Monroe Express bus service runs between Florida City and Marathon. The Card Sound Express bus service runs between Florida City and the Ocean Reef Club.

3.2 FIXED ROUTE TRANSPORTATION SERVICES REQUIREMENTS

The Awarded Bidder shall provide chauffeur (driver) driven full size passenger buses in the number and type stated in Sections 3.2.1 and 3.2.2. This type of service is characterized by vehicle trips that follow a specified geographic route, a time schedule, and services having daily start and end time, and operating on specified days of the week. Designated fixed route schedules may be revised or eliminated at the discretion of the County. The Awarded Bidder shall furnish all items required to provide the services including labor, material, vehicles (buses), uniforms, and equipment (except as specified in Section 3.2.3, EASY Tickets). The buses to be used to provide these services shall meet the requirements of Sections 3.3 and 3.4. The drivers to be used by the Awarded Bidder shall meet all requirements of Section 3.6, Driver Requirements, Training and Supervisors. The Communication system to be used by the Awarded Bidder shall meet the requirements of Section 3.7, Communication System.

3.2.1 Dade Monroe Express Route

The Dade Monroe Express Route is a fixed bus route between Florida City in Miami-Dade County and Marathon Key in Monroe County as specified in Section 3.8, Dade Monroe Express Schedule.

- A. The Awarded Bidder shall have available seven (7) air conditioned, wheel chair accessible, full size buses as specified in Section 3.3, Bus Requirements and Specifications, seven (7) days a week including all holidays from 5:15 A.M. to 1:10 A.M. Six (6) buses will be utilized to provide the scheduled service routes, and one (1) bus shall be made available in the event a scheduled bus becomes non-operational during service.
- B. The Awarded Bidder's bus drivers shall stop when hailed by passengers.

3.2.2 Card Sound Express Route

The Card Sound Express Route is a fixed bus route between Florida City and the Ocean Reef Club, located at 35 Ocean Reef Drive, Key Largo, Florida as specified in Section 3.9, Card Sound Express Schedule. The route serves the Ocean Reef Club which is an employment hub for residents of Miami-Dade and Monroe counties.

- A. The Awarded Bidder shall have available two (2) air conditioned, wheel chair accessible, full size buses as specified in Section 3.3, Bus Requirements and Specifications, seven (7) days a week including all holidays from 5:30 A.M. to 8:30 A.M. and from 2:35 P.M. to 5:35 P.M. One (1) bus shall be utilized to provide the scheduled service route, and one (1) bus shall be made available in the event the scheduled bus becomes non-operational during service.

3.2.3 EASY Tickets

All Passengers must purchase EASY Tickets or have a Pre- Loaded EASY Card to travel. Passengers can purchase EASY Tickets from any County authorized EASY Ticket vendor or the driver in accordance with DTPW's Fare Rate Policy. One Ride EASY Tickets will be offered for sale on-board in the Awarded Bidder's buses. Awarded Bidder shall purchase an initial order of 15,500 EASY Tickets for use on the Dade Monroe Express and Card Sound Express in an amount equal to the prevailing rate of a Metrobus ticket as established by the County.

Subsequent to the initial month of operations of this contract, the Awarded Bidder shall purchase additional EASY tickets at the then prevailing rate for each type of ticket equal to the average monthly cash paying passenger. Awarded Bidder shall pick-up and pay for EASY tickets at the Overtown Transit Village Pass Sales Office, or at a location designated by the County. Awarded Bidder is financially responsible for all EASY tickets purchases. Payment for EASY Ticket shall be made at the time of purchase by the Awarded Bidder. EASY Tickets have a 60-day activation life and should be sold or exchanged within that period. The County will not exchange any unsold or defective tickets after the 60th day from date of purchase. In the event the Awarded Bidder receives EASY tickets that are defective, the Awarded Bidder agrees that it will contact the County to coordinate a time and date convenient for both parties to review and exchange defective EASY Tickets. The County may refund the Awarded Bidder for any unused tickets returned five (5) business days following the expiration or termination of this agreement. The method of sale of EASY Tickets may change at the County's discretion.

3.2.3.1 Fare box/ EASY Card Reader Equipment

- A. Fare box / EASY Card Reader equipment must be installed and operational on each bus, including replacement buses prior to the commencement of service. The County will supply, install and maintain equipment. The County repairs fare boxes at the Central Bus Facility located at 3300 NW 32nd Avenue. The County reserves the right to remove all fare boxes and replace them with EASY Card Readers only.
- B. Dimensions - The complete fare box assembly, excluding the mounting base plate, will not be less than thirty-six inches (36"), nor more than forty-one inches (41") high, as measured from the vehicle floor, and not more than eleven inches (11") in cross section. The base plate for a fare box does not exceed 12-1/2" by 12-1/2".

- C. The fare boxes accept all fare media, including Golden Passport Card, issued by DTPW.

3.3 Bus Requirements and Specifications

Buses may be leased or owned by the Awarded Bidder, and a list of all such buses utilized on this contract provided to the County upon request. The list shall be kept up-to-date for the duration of the contract. Full size buses shall be new or used, but in good condition. Any used vehicles providing services to DTPW must not exceed twelve (12) model years of age during the life of the contract. Both new and used buses are subject to acceptability determination by the County.

- A. 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.
- B. Card Sound 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 OR 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.
- C. General Bus Standards - The Awarded Bidder 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 (Rule 14-90), Chapter 31, Articles III and V 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) Free of pests. The Awarded Bidder is responsible for the fumigation of buses at its own cost.
- 9) Have unobstructed vision on at least three (3) sides of the vehicle.
- 10) Free of leaks of any kind.
- 11) Be equipped with a functioning horn.
- 12) 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.
- 13) Have a minimum of two (2) escape and ventilating hatches on roof or FDOT Emergency approved passenger egress.
- 14) Have adjustable driver's seat with seat belts.
- 15) Have side windows which must be 1/2 inch minimum acrylic or polycarbonate or 1/4 inch minimum tempered glass.
- 16) Have a diesel engine with on board fuel capacity to achieve 400 mile range without refueling.
- 17) Have an automatic transmission and fire suppression system.
- 18) Meet compliance of air brakes with FMVSS121 and air suspension.
- 19) Have stanchions or grab rails.
- 20) Have a 10 lb. Underwriters Laboratory (UL) approved ABC type fire extinguisher securely mounted in a location readily accessible to the driver.
- 21) Have a three (3) piece highway reflective triangles.
- 22) 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.
- 23) All vehicles with a 24 passenger or more capacity shall be required to have the ability to transport two (2) or more bicycles (bicycle racks inside or outside of buses) as permitted by manufacturer's specification.
- 24) All vehicles shall have a mechanical or electrical stop request.

D. 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, any applicable state and federal laws and all requirements from the Department of Transportation and Public Works (DTPW) Passenger Transportation Regulatory Division. All buses utilized to provide transportation services must, at all times, display a valid County inspection and operation permit, approved by the DTPW's Passenger Transportation Regulatory Division of Regulatory and Economic Resources For-Hire Transportation Division. 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.

- E. Daily Pre-operational Inspections – Daily and pre-operational inspections shall be conducted by the Awarded Bidder in accordance with all FDOT regulations, including but not limited to, FDOT Rule 14-90. 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 Awarded Bidder shall store and provide the reports to the County upon request. The pre-operational inspection shall include, but not be limited to the following, as a minimum to include all items under FDOT Rule 14-90:

- 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

- F. Leased buses – A copy of the current lease agreement(s) in Awarded Bidder's name is required upon the County's request. Awarded Bidder is in no way relieved of its responsibility to perform on this contract should any leased bus becomes unavailable or lease agreement(s) lapses.

3.4 Display of County Symbol on Buses

The Awarded Bidder 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.

- 3.4.1 Signage** - Prior to the commencement of service, the Awarded Bidder shall provide and install permanent route indicators and illuminated destination signs in the manner prescribed by the County. All destination signs must comply with ADA requirements as stated in 49 CFR 38.39. All signs need to be pre-approved by

DTPW prior to installation. The following signs shall be required only when applicable to the appropriate bus type at the County's discretion:

- A. 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:
 - 1) Compartments shall be designed to prevent condensation and entry of moisture and dirt.
 - 2) Compartments shall be designed to prevent fogging of both compartment window and glazing on unit itself.
 - 3) Access shall be provided to allow cleaning of inside compartment window and unit glazing.
 - 4) Front window shall have an exterior display of no less than 8.5" in high by 65" wide.
- B. 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.
- C. 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. The County will provide digital logo for reproduction. Signs can be magnetic or electronic.

3.5 Advertising on Buses

3.5.1 The Awarded Bidder may place advertisements in the interior and on the exterior of the bus subject to the following conditions:

- A. Advertising Content: All advertising materials, advertisement content and manner of presentation shall be subject to approval by DTPW prior to installation, which may disapprove any such items at its sole discretion. DTPW is authorized to deny the placement of any advertisement, which in its opinion is detrimental to the aims, purposes, goals, or reputation of Miami-Dade County and/or Miami-Dade Transit.

The Awarded Bidder shall adhere to generally accepted principles of advertising in relation to good taste and truth in advertising. Whenever a question arises as to the propriety of any advertisement, the Awarded Bidder is required to submit the advertisement to DTPW for review and approval prior to installation.

Tobacco advertising and/or political or political campaign advertising shall not be allowed. Advertising of alcoholic beverages shall be permitted with the following restrictions:

- 1) To avoid overexposure, this category shall be limited to no more than 25 percent (25%) of the bus,
- 2) DTPW must pre-approve all ads for alcoholic beverages,
- 3) All advertising of alcoholic beverages must include the disclaimer below as mandated by the Alcohol Beverage Labeling Act (ABLA) of 1988. Government warning disclaimer must be equal to at least 10% of the size of the ad:

GOVERNMENT WARNING: (1) According to the Surgeon General, women should not drink alcoholic beverages during pregnancy because of the risk of birth defects. (2) Consumption of alcoholic beverages impairs your ability to drive a car or operate machinery, and may cause health problems.

- B. Advertising Removal: The Awarded Bidder shall remove from the bus, at its sole cost and expense, within three (3) calendar days upon receipt of written demand, any advertising material that is disapproved, damaged, or becomes unsightly. Any advertising material previously approved, which may subsequently be considered objectionable by DTPW shall likewise be removed. If DTPW requires the removal of previously approved advertisements, Awarded Bidder shall be entitled to reasonable production costs incurred. Awarded Bidder shall provide written documentation verifying production costs and production expenditures.

In the event that such disapproved material is not removed within three (3) calendar days upon receipt of written notice, DTPW may cause said material to be removed, and the Awarded Bidder shall pay all related costs and expenses. The County shall not be liable for any damages in connection therewith. Refusal by the Awarded Bidder to remove said material shall be considered a default of this contract, which shall be considered as waived by the corrective action on the part of the County and reimbursement of all costs and expenses by the Awarded bidder.

- C. The Awarded Bidder shall pay the County 50% of Gross Revenue for all moneys paid or payable to the Awarded Bidder for the placement of advertisements on buses utilized on this contract. The Awarded Bidder shall pay the County on a monthly basis, on or before the 1st calendar day of each month. The monthly revenue payment shall be payable to the County via electronic payment (ACH/Wire) and a report/documentation shall be provided to the DTPW Project Manager including corroborating details of:
- 1) All applicable contracts in effect between the awarded Bidder and its advertiser(s).
 - 2) Gross Billings for the month
 - 3) Gross Revenues earned for the month

NOTE: Once awarded, ACH/Wire instructions will be provided by the County to the Awarded Bidder.

Failure to submit all monthly payments due to the County by the due date, as required to be paid under the provisions of this contract, shall result in a monthly accrued interest rate of 18% against all delinquent payment(s) from the original due date until the County receives payment (inclusive of accrued interest).

3.6 Driver Requirements, Training and Supervisors

3.6.1 The Awarded Bidder shall ensure that its drivers adhere to all applicable standards contained in FDOT Rule 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 Awarded Bidder'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 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 DTPW
- 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 Awarded Bidder 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 Awarded Bidder shall ensure that all drivers providing services under this 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 following internet address: <http://www.flhsmv.gov/ddl/abstract.html>

Prior to placing a driver in service, the Awarded Bidder 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 this Contract will have no history of such offenses. The NCIS check will be processed by the County at a cost to the Awarded Bidder of \$45 per person (current rate, subject to change). The Awarded Bidder shall pay the County by check made payable 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 Awarded Bidder of the approval or denial of the driver applicant.

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

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

Drivers shall notify the Awarded Bidder immediately of any citation, arrest, or suspension or revocation of driver's license in accordance with all FDOT 1490 regulation and operating procedures. The Awarded Bidder 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 Awarded Bidder 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 Awarded Bidder 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 Awarded Bidder 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 14-90

- G. Driver Service Training - DTPW staff will provide initial and yearly refresher Train the Trainer programs to trainers/supervisors providing transportation under this Contract. The Awarded Bidder is responsible for providing initial and yearly refresher training to their bus operator. DTPW 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 FDOT Rule 14-90. The Awarded Bidder shall keep copies of the physical examinations.

- I. Drug-free Workplace and Testing- The Awarded Bidder shall comply with all applicable requirements of the United States Department of Transportation

(USDOT), regulations (49 CFR Part 40, 49 CFR Part 655) for drug and alcohol testing for all persons holding safety-sensitive positions, as defined by USDOT related to transit operation.

- J. The driver should have County issued ID and appropriate Fare box login credentials.
- K. Prior to placing a driver in service, all the information listed in Sections D, E, F, H, I and J above shall be provided to the County.
- L. The County reserves the right to remove any driver from service for cause.

3.6.2 Supervisors

The Awarded Bidder shall provide supervisors on an as needed basis at the direction of the County. Supervisors shall monitor on-time performance, adherence to route schedules, safety, and other issues to assure excellent delivery of service.

3.7 Communication System

The Awarded Bidder's Communication System shall consist of the specifications and requirements below. All systems shall be according to bus type and must be pre-approved by DTPW prior to installation.

- A. Telephone System - The Awarded Bidder shall provide a dedicated telephone line to ensure accessible communication between the County and the Awarded Bidder's facility (see Section 3.10) 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 Awarded Bidder 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 Awarded Bidder shall purchase, install and maintain in good working order Mobile Access Routers/Gateways to include FirstNet capability and Global Positioning System (GPS) functionality in each vehicle authorized to provide services under the provisions of this Contract. DTPW will provide the Awarded Bidder AT&T 4G Long Term Evolution (LTE) Cellular SIMs to be installed by the Awarded Bidder in the Mobile Access Routers/Gateways. DTPW will utilize the equipment as an extension to the Mileage Positioning System (MPS), whereby DTPW will monitor and track vehicles providing transportation services for the County.

The Awarded Bidder shall be responsible for all cost associated with the installation and maintenance of the Mobile Access Routers/Gateways. All recurring cellular fees will be the responsibility of the Awarded Bidder.

Prior to procuring the Mobile Access Routers/Gateways and Antennae, the Awarded Bidder must provide written documentation of the model chosen and the associated data sheet along with the antennae selected for external and internal communication. A proposed configuration must also be furnished by the Awarded Bidder including the connection(s) for Public Wi-Fi, GPS and segmented business Wi-Fi for traffic to the bus storage facility (parking lot/garage, etc). The network address(es) to be used will be agreed upon by DTPW Engineering Representative and the Awarded Bidder. The Awarded Bidder must obtain written approval from DTPW prior to procuring the communications equipment and its subsequent installation. All Mobile Access Routers/Gateways supplied by the Awarded Bidder shall comply with the following minimum specifications:

1) Reference - Sierra Wireless MG90 or approved equal (shall meet or exceed):

- a) Small Form Factor, Ultra-Rugged Design
- b) Built-in mobile access point
- c) Able to operate within the vehicle power range and restrictions
- d) Operates in extreme conditions:
- e) Operating Temperature: up to 158°F
- f) Operating Humidity: 10 - 95 %
- g) Compliance with IP64 and MIL-STD-810G conformance to shock, vibration, thermal shock, and humidity
- h) Environmental electromagnetic interference /compatibility
- i) Equipment shall comply with UL standards in accordance to the deployment scenario. Such compliance shall be clearly stated in a UL label.

2) WAN

- a) LTE-Advanced (Carrier Aggregation) and LTE-MIMO, Fall back to 3G-HSPA+ with Dual SIM Functionality (2FF SIM)
- b) Integrated compatibility with current wireless WAN standards: EVDO, GPRS, GPRS EDGE, UMTS, HSDPA, HSUPA, LTE, FirstNet
- c) Dual Radio, dual concurrent 3x3 MIMO IEEE 802.11 a/b/g/n/ac
- d) Compatibility with future 5G LTE ITU IMT-2020 standards 802.20 (LTE)
- e) Multiple manageable WAN connections with roaming ability and low latency handoff
- f) IPSec Encryption IKEv1/IKEv2
- g) Encryption: 3DES/AES128/AES256
- h) Hashing: MD5/SHA1/SHA256/SHA512
- i) Key Exchange: DHGroup2/5/14/15/16/17
- j) Integration with ACM VPN Server
- k) Support for Host to LAN using Full/Split Tunnel

3) LAN

- a) DHCP Server (RFC 2131)
- b) Serial

- c) Ethernet (4 or more ports)
- d) IEEE 802.11 b/g/n/ac
- e) WEP, WPA, WPA2, WPA2 Enterprise (802.11i)
- f) Port blocking/forwarding
- g) NAT

4) **Physical Interfaces**

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

5) **GPS Capable**

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

6) **Protocols**

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

7) **Power Management**

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

8) **Antennae External**

- a) Dual 3x3 MIMO Antennae
- b) LTE Multiband Cellular/PCS and GPS combination into one small enclosure
- c) All weather resistant
- d) 30 dB gain
- e) Omni Directional radiation pattern

9) **Antennae Internal**

- a) Wi-Fi Antenna
- b) Small footprint, low profile
- c) Adhesive mount
- d) 4.5 dB gain or better
- e) Omni Directional radiation pattern

D. A dedicated DSL line at a location (i.e. bus parking lot, garage, etc) where the buses, providing services under this Contract, are parked on a daily basis. This is required in order for the County to collect data as well as update software in the Fare box/EASY Card Reader Equipment.

E. Camera and Continuous Motion and Mobile Digital Video

Cameras shall be strategically positioned within each public transportation fleet vehicle for the purpose of real-time mobile digital video feeds of interior and exterior of vehicle. System shall have the capacity to playback and download digital video, allowing for the review of historical data, in addition to sending the collected data automatically to the hosted data warehouse.

The Closed Circuit Television (CCTV) Surveillance System specifications outlined in this section are based on minimum operational requirements. At the County's discretion, consideration shall be made to use newer surveillance technology as along as the minimum requirements are satisfied when applicable to the appropriate bus type.

- 1) The CCTV Surveillance system shall consist of a Mobile View 7000 Series Network Video Recorder (NVR) or approved equal.
- 2) Minimum 2TB dual hard drive on-board video storage, capable of recording at up to thirty (30) frames per second for all connected cameras and thirty (30) days of record time.
- 3) Cameras shall have sufficiently high resolution to allow recognition of faces and to read roadside signs.
- 4) Wireless capabilities for downloads and system diagnostics. Wireless antenna to be mounted on the rooftop of the bus.
- 5) Forward facing 2MP camera shall be a low LUX camera mounted below the destination sign compartment near the top of the windshield, forward facing. The camera shall be a color camera with the capability to capture images in ambient lighting at night. If necessary, the camera may switch to black and white under very low lighting conditions. The field of view shall include the street in front of the bus, overhead traffic signal while stopped at an intersection and pedestrians on the sidewalk or at the curb approximately 8 feet in front of the bus (4.0mm if practicable). The mounting shall be such as to prevent camera vibration, water intrusion, interference with the driver's visibility, and shall minimize color shift due to the tinting at the top of the windshield. A flexible rubber glare shield (hood) shall be provided on the camera. The housing window shall be glass or a material resistant to scratching, hazing, and cleaning chemicals. Plastic dome housing is not acceptable.
- 6) Interior 2MP cameras shall be a color camera surface mounted on the centerline of the bus ceiling at the center of the bus. The housing window shall be glass or a material resistant to scratching, hazing, and cleaning chemicals. The field of view shall include the entire length of the front bus body section interior (4.0mm if practicable).
- 7) Exterior 2MP cameras shall be a color camera shall surface mounted on the bus exterior. The housing shall be waterproof and sealed from the exterior environment to prevent formation of condensation on the housing interior. The housing must be rugged to resist damage from tree limbs. The housing window shall be glass or

a material resistant to scratching, hazing, and cleaning chemicals. The field of view shall include the entire length of the bus exterior and the traffic lane adjacent to the bus travel lane (6.0 mm if practicable).

F. Automated Passenger Counter

The Automatic Passenger Counter (APC) system shall be provided that meets or exceeds the following requirements:

- 1) Accuracy of 95% or better for bi-directional counting
- 2) Single Unit Solution
- 3) Resistant to interference from light reflections and moving shadows
- 4) No Double Counting for U turns (Passenger that steps on and turns around and steps off the vehicle or out of range)
- 5) Detection of passengers entering or exiting vehicle
- 6) IP54 Protection
- 7) Adjustable Sensor Bracket and screws
- 8) Cable harness
- 9) Integrated HTTP interference for remote programming/configuration and diagnostics
- 10) Vandal resistant housing
- 11) Transfer data on configurable interval and on event of door open
- 12) Overhead sensor technology or equal shall be used. No horizontal beam technology shall be used.
- 13) To be uploaded onto dashboards and reports, and quantified in support of route realignments, enhancements, etc. System shall generate summary reports based on passenger utilization data captured and user's specific input request.

G. Destination Signs

A destination sign system shall be furnished on the front, on the rear, and on the right side near the front door of the vehicle. An electronic destination sign system shall be furnished and installed by the Awarded Bidder. The destination sign system shall be Twin Vision Smart Series III LED Display System (with Color LED front sign with Amber Side and Rear signs, wireless download capabilities) or equal. The front sign shall be a Luminator Titan Gen 4 Spectrum LED (Luminator Spectrum 24 x 200) or equal. The destination sign system's driver's code panel shall be capable of providing destination and route information to the sign. The destination LED Board Display and Voice Annunciator shall be triggered by GPS for guidance to the visually and/or hearing impaired passengers, and in compliance with the ADA.

H. Global Position System (GPS)

GPS must consist of tracking and telematics solution which streams the precise real-time geographic location, speed and direction of public transportation fleet vehicles, and provides real-time feeds plotted against map layers, and geographic fences with programmed route schedules. System shall have the capacity to provide real-time reporting, as well as historical, in addition to sending the collected data automatically to the hosted data warehouse via a TAIP string.

I. Interface to Public Information Signs and County Applications

The Awarded Bidder shall provide open format General Transit Feed Specification (GTFS) real-time information. Through this interface, the information shall be utilized in providing predictive arrival information to the public through public information signs

and County applications. The Awarded Bidder shall work with DTPW's CAD/AVL vendor and County staff to provide this interface. The Awarded Bidder shall assume all costs and responsibilities in software development, interface testing and integration with DTPW's CAD/AVL vendor. The latest CAD/AVL vendor's Application Program Interface (API) for this interface is provided as Attachment B. As this is an evolving interface, the Awarded Bidder must ensure that it develops this interface to the latest API version by contacting the CAD/AVL vendor prior to starting and through their design/development process.

3.8 Dade Monroe Route Schedule

DADE-MONROE EXPRESS

WEEKDAY-SATURDAY-SUNDAY

			MARATHON	ISLAMORADA	TAVERNIER	KEY LARGO	FLORIDA
			MM 50	MM 74	MM 87	MM 98	CITY
			(DEPART)				(ARRIVE)
<u>ROUTE#</u>	<u>RUN#</u>	NORTHBOUND					
3011	8007	2A		7:00 AM	7:25 AM	7:40 AM	8:35 AM
3011	8011	3A		7:20 AM	7:45 AM	8:00 AM	8:55 AM
3011	8019	5A		7:50 AM	8:15 AM	8:30 AM	9:25 AM
3011	8003	1A	7:40 AM	8:15 AM	8:40 AM	8:55 AM	9:50 AM
3011	8015	4A	8:10 AM	8:45 AM	9:10 AM	9:25 AM	10:20 AM
3011	8028	7A		9:45 AM	10:10 AM	10:25 AM	11:20 AM
3011	8024	6A	9:40 AM	10:15 AM	10:40 AM	10:55 AM	11:50 AM
3011	8032	8A			11:10 AM	11:25 AM	12:20 PM
3011	8215	3A	11:45 AM	12:20 PM	12:45 PM	1:00 PM	1:55 PM
3011	8221	7A		1:20 PM	1:45 PM	2:00 PM	2:55 PM
3011	8219	4A	1:20 PM	1:55 PM	2:20 PM	2:35 PM	3:30 PM
3011	8036	9B		3:15 PM	3:40 PM	3:55 PM	4:50 PM
3011	8223	8A	3:10 PM	3:45 PM	4:10 PM	4:25 PM	5:20 PM

3011	8040	10B		4:15 PM	4:40 PM	4:55 PM	5:50 PM
3011	8044	11B	5:50 PM	6:25 PM	6:50 PM	7:05 PM	8:00 PM
3011	8052	13B		7:20 PM	7:45 PM	8:00 PM	8:55 PM
3011	8048	12B	7:20 PM	7:55 PM	8:20 PM	8:35 PM	9:30 PM
3011	8225	10B	9:00 PM	9:35 PM	10:00 PM	10:15 PM	11:10 PM
3011	8229	13B		11:05 PM	11:30 PM	11:45 PM	12:40 AM
3011	8227	11B	11:00 PM	11:35 PM	12:00 AM	12:15 AM	1:10 AM
			FLORIDA	KEY LARGO	TAVERNIER	ISLAMORADA	MARATHON
			CITY	MM 98	MM 87	MM 74	MM 50
			(DEPART)				(ARRIVE)
<u>ROUTE#</u>	<u>RUN#</u>	SOUTHBOUND					
3014	8001	1A	5:10 AM	6:05 AM	6:20 AM	6:45 AM	7:20 AM
3013	8005	2A	5:20 AM	6:15 AM	6:30 AM	6:55 AM	
3013	8009	3A	5:30 AM	6:25 AM	6:40 AM	7:05 AM	
3014	8013	4A	5:40 AM	6:35 AM	6:50 AM	7:15 AM	7:50 AM
3013	8017	5A	6:10 AM	7:05 AM	7:20 AM	7:45 AM	
3014	8022	6A	7:10 AM	8:05 AM	8:20 AM	8:45 AM	9:20 AM
3013	8026	7A	8:00 AM	8:55 AM	9:10 AM	9:35 AM	
3014	8113	3A	9:00 AM	9:55 AM	10:10 AM	10:35 AM	11:10 AM
3012	8030	8A	9:45 AM	10:40 AM	10:55 AM		
3014	8117	4A	10:45 AM	11:40 AM	11:55 AM	12:20 PM	12:55 PM
3013	8119	7A	11:30 AM	12:25 PM	12:40 PM	1:05 PM	

3014	8121	8A	12:30 PM	1:25 PM	1:40 PM	2:05 PM	2:40 PM
3013	8034	9B	1:30 PM	2:25 PM	2:40 PM	3:05 PM	
3013	8038	10B	2:30 PM	3:25 PM	3:40 PM	4:05 PM	
3014	8042	11B	3:20 PM	4:15 PM	4:30 PM	4:55 PM	5:30 PM
3014	8046	12B	4:30 PM	5:25 PM	5:40 PM	6:05 PM	6:40 PM
3013	8050	13B	5:30 PM	6:25 PM	6:40 PM	7:05 PM	
3014	8123	10B	6:30 PM	7:25 PM	7:40 PM	8:05 PM	8:40 PM
3014	8125	11B	8:30 PM	9:25 PM	9:40 PM	10:05 PM	10:40 PM
3013	8127	13B	9:15 PM	10:10 PM	10:25 PM	10:50 PM	

- A. Total number of service hours daily: 84 hours 05 minutes
- B. Total number of service hours weekly: 588 hours 35 minutes
- C. Ten (10) southbound and ten (10) northbound trips shall be provided between Florida City and Marathon Florida mile marker 50.
- D. Nine (9) southbound and nine (9) northbound trips shall be provided between Florida City and Islamorada at mile marker 74.
- E. One (1) southbound and one (1) northbound trips shall be provided between Florida City and Tavernier at mile marker 87.

3.9 Card Sound Route Schedule

CARD SOUND EXPRESS

WEEKDAY-SATURDAY-SUNDAY

South Bound:	
344th Street Busway (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

North Bound:	
Ocean Reef Club (Departure)	344th Street Busway (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

- A. Total number of service hours daily: 6 hours 00 minutes
- B. Total number of service hours weekly: 42 hours 00 minutes
- C. Four (4) southbound and four (4) northbound trips shall be provided between 344th Street Busway and the Ocean Reef Club.

3.10 Office Facility

The Awarded Bidder shall provide an office staffed by competent representative(s) authorized to discuss matters pertaining to these services, who can provide vehicle information, and are cognizant of the routes being serviced. The Awarded Bidder's office shall be equipped with modern office equipment, especially a dedicated phone, fax and e-mail address. All resources must be available twenty-four (24) hours a day and seven (7) days a week (including holidays) to provide immediate support and response. The bidder's phone number, fax number and e-mail address shall be included in the bidder's submittal.

3.11 Liquidated Damages

Where the Awarded Bidder fails to perform in accordance with this Contract, the County will assess liquidated damages as prescribed in this section. Liquidated damages for other types of performance failures may be negotiated by the County and Awarded Bidder.

- A. The Awarded Bidder will be assessed liquidated damages in the amount of \$200 per day, per vehicle and an additional amount equal to twice the current hourly rate if DTPW replaces service with its vehicle and operator for failure to have a back-up vehicle with required fare collection equipment at:
 - 1) Dade Monroe Express Route at the 344th Street & Transit Way - Park and Ride in Florida City (stop #1 on the Dade Monroe Express Route), within thirty (30) minutes of a vehicle failure. If a breakdown occurs anywhere else along the route, the Awarded Bidder will have thirty (30) minutes plus the scheduled time between 344th Street & Transit Way - Park and Ride and the location where the breakdown occurred, to resume service.
 - 2) Card Sound Express Route at Florida City at the 344th Street & Transit Way - Park and Ride, Florida City (stop #1 on the Card Sound Express Route), within thirty (30) minutes of a vehicle failure. If a breakdown occurs anywhere else along the route, the Awarded Bidder will have thirty (30) minutes plus the

scheduled time between 344th Street & Transit Way - Park and Ride and the location where the breakdown occurred, to resume service.

OR

- 3) Every out of service hour due to missed run for any other reason.
- B. Failure to operate a vehicle that meets all standards set forth in the Contract or for operating a non-accessible vehicle will result in liquidated damages for each hour, including the initial thirty (30) minutes, or any portion thereof. These damages will be assessed in the amount of \$200 per day per vehicle. The Awarded Bidder will be assessed an additional amount equal to twice the current hourly rate if DTPW replaces service with its vehicle and operator
 - C. Failure to display signs, when signs have been provided by the County, will result in liquidated damages in the amount of \$200 per day per vehicle. The Awarded Bidder will be assessed an additional amount equal to twice the current hourly rate if DTPW replaces service with its vehicle and operator.
 - D. Failure to operate a bus with a functioning fare box / EASY Card Reader will result in liquidated in the amount of \$200 per day per vehicle plus the amount of lost fares. The Awarded Bidder will be assessed an additional amount equal to twice the current hourly rate if DTPW replaces service with its vehicle and operator.
 - E. Failure to respond to complaints received from the County within the specific time period will result in liquidated damages of \$200.00 each day after the response due date as specified in Section 3.12.
 - F. Failure to adhere to schedules for Fixed Route Service, as monitored by the County and deemed to be within reasonable control of the Awarded Bidder, shall result in liquidated damages in the amount of \$200 per day where schedules are not followed. The Awarded Bidder will be assessed an additional amount equal to twice the current hourly rate if DTPW replaces service with its vehicle and operator.
 - G. Operating in service for longer than a one way trip (vehicle should be replaced in route or end of the line) without an operable air conditioning system will result in liquidated damages in the amount of \$200 per day per vehicle. The Awarded Bidder will be assessed an additional amount equal to twice the current hourly rate if DTPW replaces service with its vehicle and operator.
 - H. The Awarded Bidder is required to record and submit to the County, all operating statistics or any other pertinent information requested by the County. Failure to submit such information may result in the Awarded bidder being assessed liquidated damages equal to four (4) hours of service at the current hourly rate of pay. Each day thereafter, the Awarded Bidder will be assessed an additional two (2) hours of pay until the information is provided.
 - I. Failure to report incidents will result in liquidated damages in the amount of \$200 per occurrence.
 - J. Failure to notify Bus Traffic Control (BTC) in accordance to Section 3.13 will result in liquidated damages of \$200 per occurrence.

- K. Failure comply with the purchase of Easy Tickets as specified in Section 3.2.3 will result in liquidated damages in the amount of \$250 per day.
- L. Failure to notify the County in writing and request approval for the substitution of representatives stated in Section 3.15, will result in liquidated damages of \$50 per employee per day.
- M. The Awarded Bidder will be assessed liquidated damages in the amount of \$1,000 for each month where the on-time performance for the month is below 78%.
- N. The Awarded Bidder will be assessed liquidated damages in the amount of \$200 for each month where the Customer Complaint is greater than two (2) per 12,000 boardings.

3.12 Handling Complaints and Notification of Delays

The Awarded Bidder shall refer complainants to DTPW's Information and Customer Service number (305) 891-3131, TDD (305) 499-8971. The Awarded Bidder will be informed of all complaints received by the County and shall acknowledge receipt of the complaint by phone, facsimile or electronic mail within twenty four (24) hours of receipt. Awarded Bidder shall investigate and provide resolution in written form to the County within three (3) business days after receipt of the complaint unless the County requests an immediate response due to the urgency of the complaint. In the event a resolution to a complaint is unattainable within the three days, the Awarded Bidder shall provide an explanation detailing why the complaint has not been resolved, and the number of days the Awarded Bidder requires to resolve the complaint.

3.13 Service Interruptions

The Awarded Bidder shall notify BTC via phone 7 days a week, 24 hours a day and the Project Manager via email 7 days a week, 24 hours a day of any irregularity which will include, but not be limited to:

- A. Any departure more than 30 minutes late from schedule time or service delays and schedule adherence problems within forty five (45) minutes of the occurrence.
- B. Accidents, passengers being transported to medical facility, fatality, incidents within fifteen (15) minutes of the occurrence.
- C. Complaints, GPS operation, and fare box malfunctions within one (1) hour of the occurrence.

3.14 Audit and Inspections

The Awarded Bidder shall maintain all project records as requested by the County. All project records prepared by the Awarded Bidder shall be owned by the County and shall be made available to the County at no additional charge. Such records include, but are not limited to, training, ridership, on time performance, mean distance between failures (mdbf), financials, statistics, passenger miles, and all requests hereunder. The Awarded Bidder is

required to send staff to National Transportation Database (NTD) trainings and provide proof of attendance **upon DTPW's request.**

The Awarded Bidder 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 Awarded Bidder 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.

The County, or its duly authorized representatives or 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 Awarded Bidder'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.

The County may perform Quality Assurance (QA) Audits of the Awarded Bidder, or any subcontractor, activities at any time during the term of this Agreement. These QA Audits will help to ensure that the services and products delivered to Miami-Dade County conform to the requirements this Agreement. The QA Auditing activities of the County shall in any way lessen, negate, or replace the quality assurance responsibilities of the Awarded Bidder.

The Awarded Bidder will be audited on an annual basis by DTPW's Office of Safety and Security for compliance with all FDOT Rule 14-90 requirements to ensure that Awarded Bidder service has a current System Safety Program Plan, Security Program Plan and a certification on file with DTPW. The Awarded Bidder must be in compliance with FDOT Rule 14-90 and DTPW Safety Standards, including DTPW's Bus System Safety Program Plan.

3.15 Substitution of Personnel

The Awarded Bidder is required to provide DTPW the names and contact information of key personnel (operations manager, project manager, lead supervisor, etc.). In the event the Awarded Bidder wishes to substitute personnel for the key personnel identified by the Awarded Bidder's submittal, the Awarded Bidder must notify the County in writing and request written approval for the substitution at least ten (10) business days prior to effecting such substitution.

3.16 Safety and Security

It is expressly understood that the Awarded Bidder is solely responsible for the personal safety of its employees, patrons and any other persons, vehicles and equipment. The Bidder acknowledges and accepts full and sole responsibility for the security and protection of individuals and property in connection with any activities performed under this contract. The County shall not in any way assume responsibility for the personal safety of such persons, equipment, vehicles or personal property in case of loss, theft, damage or any other type of casualty which may occur.

Attachment A - Living Wages Supplemental General Conditions
Attachment B - CAD/AVL API Guide

SECTION 4

SUBMITTAL CHECKLIST

Reference Section	Requirements	Initial as submitted
2.4.1 A	Bidder shall have a current United States Department of Transportation (US DOT) Number registered with the US DOT Federal Motor Carrier Safety Administration.	
2.4.1 B	<p>Bidder shall be regularly engaged in the business of providing transportation services for fixed/semi fixed routes. Bidder shall submit two (2) references which can verify that the Bidder is currently providing or has provided services within the past three (3) years similar to what is described in this bid solicitation. The references must include the customer's company name, and the name, title, address, email and telephone number of the contact person, who can verify that the Bidder has successfully provided such services that the Bidder is offering under this solicitation. These references shall ascertain to the County's satisfaction that the Bidder has sufficient experience and expertise in the industry.</p> <p>1) Reference Name: _____ Company Name: _____ Phone Number: _____ E-mail Address: _____</p> <p>2) Reference Name: _____ Company Name: _____ Phone Number: _____ E-mail Address: _____</p>	
2.4.1 C	Bidder shall provide documentation that it currently has the required buses to perform services or has the financial capacity to purchase/lease buses for the duration of the contract. In accordance with Section 2.4.2 herein, such documentation includes, the most recent certified business financial statements or most recent business income tax return, and any additional documents to prove its financial capacity.	