

CITY OF DORAL



Request for Proposals

RFP No. 2023-03

Operations & Maintenance Services for
Doral Trolley Circulator System



**City Of Doral
Request for Proposals
Operations and Maintenance Services
for Doral Trolley Circulator System
RFP No. 2023-03**

NOTICE: Pursuant to the Procurement Ordinance, the City of Doral (the “City”) hereby gives notice of its intent to seek proposals from experienced firms in response to this Request for Proposal for “RFP No. 2023-03 – Operation and Maintenance Services for Doral Trolley Circulator System” (the “RFP”) to provide the services described herein. Proposals must be received by 10:00 A.M. on Wednesday, May 17, 2023.

A mandatory Pre-Proposal conference will be held on Thursday, April 27, 2023 at 10:00 a.m. In order to be eligible to submit a proposal on this project. Proposers are required to attend the pre-proposal conference.

All submittals shall be publicly opened and recorded on **10:00 am, Wednesday, May 17, 2023**. Late submittals shall not be accepted or considered. Proposals must be submitted electronically through <https://network.demandstar.com/> or Vendor Registry by the date and time stated above. Any proposals received after the due date and time specified, will not be considered.

A Bid Bond in the amount of five (5) percent of the base bid amount is required for this project.

The City of Doral reserves the right to accept any proposal deemed to be in the best interest of the City or to waive any informality in any submittal. The city may reject any or all proposals and re-advertise.

PROJECT OVERVIEW

The City of Doral Public Works Department is soliciting proposals from qualified and experienced firms for the operation and maintenance of city owned vehicles. The awarded Contractor shall provide day to day management, operation and maintenance of the trolley transportation services for the City of Doral.

The City of Doral’s Circulator Trolley system provides an alternative mode of transport (transit) which alleviates traffic load to the transportation system during peak hours resulting in associated environmental and social benefits.

The City currently has seventeen (17) owned trolleys in operation. There are four (4) routes providing service throughout the City, and complements Miami-Dade Transit service, including Metrobus and Metrorail service. The City coordinates existing transit services with Miami-Dade Services.

All questions and/or comments regarding this request for proposal should be directed to Procurement at the following email at procurement@cityofdoral.com.

All inquiries must reference "RFQ No. 2023-03 – Operation and Maintenance Services for Doral Trolley Circulator System" in the subject line. No phone calls will be accepted in reference to this RFP.

Any communications regarding matters of clarification must be made in writing to the email address listed above. If it becomes necessary to provide additional clarifying data or information that revises any part of this RFP, supplements or revisions will be made available via written addendum.

Solicitations may be found via the City of Doral website (www.cityofdoral.com) under Procurement, via [Vendor Registry](#) and via [Onvia DemandStar](#), central notification systems which provide bid notification services to interested parties. To obtain the solicitation, interested parties must follow the link and register to be able to download the document.

The City's schedule for this Request for Proposals is as follows:

RFP Advertisement Date:	April 14, 2023
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Mandatory Pre-Proposal Meeting	Apr 27, 2023, 10:00 – 10:45 AM https://meet.goto.com/348868133
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You can also dial in using your phone.
United States: +1 (571) 317-3112
Access Code: 348-868-133

Cut-off Date for Written Questions:	Wednesday, May 10, 2023 at 5:00 P.M. procurement@cityofdoral.com
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Deadline for Submittals & Opening:	Wednesday May 17, 2023 at 10:00 A.M.
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Connie Diaz, MMC City Clerk

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SECTION 1 GENERAL TERMS AND CONDITIONS

1.1 DEFINITIONS

(i) We/Us/Our/City

These terms refer to the City of Doral, Florida, a Florida municipal corporation. They may also be used

as pronouns for various subsets of the City organization as content will indicate.

Procurement Division

The Division responsible for handling procurement-related issues within the City.

Departments

The City Department(s) and offices for which this solicitation is prepared, which will be the end user of the goods and/or services sought, including, without limitation.

Authorized Representative

The user Department's contacts for interaction regarding contract administration.

(ii)

You/Your

The term refers to the person(s) or entity(ies) submitting a proposal in response to this RFP, inclusive of corresponding subsidiaries, affiliates offices, employees, volunteers, representatives, agents or subcontractors. The term may apply differently to different classes of entities, as the context will indicate. For instance, "you" as a Proposer will have different obligations than "you" as a Awarded Contractor will have upon awarding of this contract.

Proposer/Contractor/Submitter

Any person(s) and/or business entity(ies) submitting a response to this solicitation

Awarded Contractor/ Contractor/Submitter

The Proposer whose statement of qualifications to this solicitation is deemed to be the most advantageous to the City. A Proposer will be approved for award by the City Council, and a contract will be executed for the provisions of the goods and/or services specified in this RFP and a Notice of Commencement will be issued.

(iii)

Proposals/ Submittals

The written, sealed document submitted by the Proposer in response to this RFP. Any verbal interactions with the City apart from submittal of a formal written submittal shall not be considered a part of any submittal.

1.2 CLARIFICATION/ QUESTIONS

The City reserves the right to request clarification on information submitted by any Proposer after the deadline for receipt of submittals. Questions from potential and/or actual respondents regarding this RFP shall be directed in writing by email, to the Procurement Contact email address specified on the title page. Answers, citing the question but not identifying the questioner, will be publicly noticed, and distributed simultaneously to all known prospective Proposers.

(i)

Written Addenda

If it becomes evident that this RFP must be amended, we will issue a formal written addendum to all registered prospective Proposers via email notification. Addendum will be uploaded to the City's Procurement webpage, if necessary, a new RFP opening date may be established by addendum.

1.3 COST OF PREPARATION

The City will not be responsible for any expenses incurred by Proposers for the preparation of a proposal related to this procurement, or for any negotiations related to potential award of the Contract.

1.4 EXAMINATION OF DOCUMENTS

The Proposer must thoroughly examine each section of this RFP. If there is any doubt or obscurity as to the meaning of any part of these conditions, the Proposer may request clarification by written request to the Procurement Division. Interpretations or clarification in response to such questions will be issued in the form of a written addendum, emailed to all parties recorded by the City's Procurement Division as having received the RFP documents. No person is authorized to give oral interpretations of, or make oral changes to the RFP. The issuance of a written addendum shall be the only official method whereby such an interpretation or clarification is made.

1.5 PUBLIC RECORDS

Upon award recommendation or thirty (30) days after the RFP opening, whichever is earlier, any material submitted in response to this RFP will become a "Public Record" and shall be subject to public disclosure pursuant to Chapter 119, Florida Statutes (Public Records Law). Proposers must claim the applicable statutory exemptions to protect submittals, stating the reasons why exclusion from public disclosure is necessary and legal. The City reserves the right to make any final determination on the applicability of the Public Records Law.

1.6 WITHDRAWAL OF PROPOSAL

A Proposer may, without prejudice, withdraw, modify, or correct the proposal after it has been deposited with the City, provided the request and any subsequent modifications and/or corrections are filed with the City in writing before the time for opening the submittals. No oral modifications will be considered.

1.7 RIGHT TO REJECT ANY AND/OR ALL PROPOSALS

The City reserves the right to reject any and/or all submittals or sections thereof, and/or waive any irregularities, informalities, and/or technical deficiencies. The City shall not be required to accept the minimum specifications stated herein or provided but reserves the right to accept any submittal that, in the judgment of the City, will best serve the needs and interests of the City. The offering of this RFP does not, itself, in any way constitute a contractual agreement between the City of Doral and any Proposer. However, the contents of the offered document, as well as the proposed documents may be used for details of the actual agreement between the Proposer and the City of Doral. Furthermore, the City reserves the right to award without further discussion.

1.8 GOVERNMENTAL RESTRICTIONS

In the event that any governmental restrictions are imposed which would necessitate alteration of the performance to the services offered in this proposal prior to delivery, it shall be the responsibility of the proposer to notify the City at once. The City reserves the right to accept the alteration or cancel the Contract at no expense to the City.

1.9 SUBMISSION OF PROPOSAL

(i) Incurred Expenses

The City is not responsible for any expenses which Proposers may incur for preparing and submitting statements of qualifications called for in this RFP.

(ii) **Interviews**

The City reserves the right to conduct personal interviews or require presentations prior to selection. The City will not be liable for any costs whatsoever incurred by the Proposer in connection with such interviews/presentations, including, but not limited to travel and accommodations.

(iii) **Request for Modifications**

The City reserves the right to request that the Proposers(s) modify a submittal to fully meet the needs of the City.

(iv) **Bid Acknowledgment**

By submitting a proposal, the Proposer/Proposer certifies that he/she/it has fully read and understood the solicitation method and has full knowledge of the scope, nature, and quality of work to be performed.

(v) **Acceptance/Rejection/Modification to Submittals**

The City reserves the right to negotiate modifications to this RFP that it deems acceptable, reject any and all proposals for any reason whatsoever, and waive minor irregularities in any submittal.

(vi) **Submittals Binding**

All proposals submitted shall be binding for three hundred sixty-five (365) calendar days following opening.

(vii) **Alternate Proposals/ Statement/ Proposals**

Alternate proposals, statements, and/or statements of qualifications will not be considered or accepted by the City.

(viii) **Economy of Preparation**

Proposals should be prepared simply and economically, providing a straightforward, concise description of the Proposers' ability to fulfill the requirements of the proposal.

(ix) **Proprietary Information**

In accordance with Chapter 119 of the Florida Statutes (Public Records Law) and except as may be provided by other applicable State and Federal Law, all Proposers should be aware that RFP and the corresponding responses are in the public domain and subject to disclosure. However, the Proposers are required to identify with specificity any information contained in their statement of qualification which are considered confidential and/or proprietary and which are believed to be exempt from disclosure, citing the applicable exempting law.

All statements of qualifications received from Proposers in response to this RFP shall become the property of the City of Doral and shall not be returned to the Proposer. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the City.

1.10 COMPLIANCE WITH ORDERS AND LAWS

Awarded Contractors shall comply with all local, state, and federal directives, ordinances, rules, orders, and laws as applicable to this RFP and subsequent contracting including, but not limited to:

Executive Order 11246 (which prohibits discrimination against any employee, applicant, or client because of race, creed, color, national origin, sex, or age with regard to, but not limited to, employment practices, rate of pay or other compensation methods, and training.)

Occupational, Safety and Health Act (OSHA)

The State of Florida Statutes Section 287.133(3)(A) on Public Entity Crimes

Environment Protection Agency (EPA)

Uniform Commercial Code (Florida Statutes, Chapter 672)

American with Disabilities Act of 1990, as amended

National Institute of Occupational Safety Hazards (NIOSH)

National Forest Products Association (NFPA)

State of Florida Department of Transportation- Rule 14-90, Florida Admin. Code

U.S. Department of Transportation

City of Doral, City Ordinance No. 2004-03

Cone of Silence, Miami-Dade County Code of Ordinances

The State of Florida Statutes Sections 218.73 and 218.74 on Prompt Payment

Proposer hereby recognizes and certifies that no elected official, board member, or employee of the City shall have a financial interest directly or indirectly in this transaction or any compensation to be paid under or through this transaction, and further, that no City employee, nor any elected or appointed officer, including, but not limited to, City Advisory Board members, of the City, nor any spouse, parent or child of such employee or elected or appointed officer of the City, may be a partner, officer, director or proprietor of Proposer or Proposer, and further, that no such City employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Vendor or Proposer. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Proposer. Any exception to these above-described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by City. Further, Proposer recognizes that with respect to this transaction, if any Proposer violates or is a party to a violation of the ethics ordinances or rules of the City, the provisions of Miami- Dade County Code Section 2-11.1, as applicable to City, or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Proposer may be disqualified from furnishing the goods or services for which the proposal is submitted and may be further disqualified from submitting any future proposals or statements for goods or services to City. Proposer must complete and execute the Business Entity Affidavit form. The term "Proposer," as used in this section specifically includes any

person or entity making and submitting a statement to the City for the provision of goods and/or services to City.

Lack of knowledge by the Proposer will in no way be a cause for relief from responsibility. Non-compliance with all local, state, and federal directives, orders, and laws may be considered grounds for termination of contract(s).

1.11 CONE OF SILENCE

Notwithstanding any other provision in the specifications, the provisions of Section 2-11.1 Conflict of Interest and Code of Ethics Ordinance, as set forth in subsection (t) "Cone of Silence," of the Miami-Dade County Code are applicable to this transaction.

The Cone of Silence shall be imposed on this RFP upon its advertisement. The Cone of Silence prohibits the following activities:

- (1) Any communication regarding this RFP between a potential vendor, service provider, Respondent, lobbyist or consultant and the City's professional staff;
- (2) Any communication regarding this RFP between the Mayor, Council members and any member of the Mayor and Council's professional staff;
- (3) Any communication regarding this RFP between potential vendor, service provider, Respondent, lobbyist or consultant and any member of a selection committee;
- (4) Any communication regarding this RFP between the Mayor, Council members and any member of the selection committee therefore;
- (5) Any communication regarding this RFP between any member of the City's professional staff and any member of the selection committee; and
- (6) Any communication regarding this RFP between a potential vendor, service provider, Respondent, lobbyist or consultant and the Mayor or Council

Pursuant to Section 2-11.1(t)(1)(a)(ii), the Cone of Silence shall terminate at the time the Manager makes his/her written recommendation to the City Council. However, if the City Council refers the Manager's recommendation back to the Manager or staff for further review, the Cone of Silence shall be re-imposed until such time as the Manager makes a subsequent written recommendation.

The Cone of Silence shall not apply to:

- (1) oral communications at pre-proposal conferences;
- (2) oral presentations before selection of evaluation committees;
- (3) public presentations made to the City Council during any duly noticed public meeting;

- (4) written communications regarding a particular RFP, RFQ, or proposal between a potential vendor, service provider, Respondent, proposer, lobbyist or consultant and the City's Purchasing Agent or City employee designated responsible for administering the procurement process of such RFP, RFQ, or proposal, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document;
- (5) communications with the City Attorney and his or her staff;
- (6) duly noticed site visits to determine the competency of respondents/Respondents regarding a particular proposal/proposal during the time period between the opening of proposals and the time the City Manager makes his or her written recommendation;
- (7) any emergency procurement of goods or services pursuant to City Code;
- (8) responses to the City's request for clarification or additional information pursuant to section 1.10 of this RFP;
- (9) contract negotiations during any duly noticed public meeting;
- (10) communications to enable City staff to seek and obtain industry comment or perform market research, provided all communications related thereto between a potential vendor, service provider, Respondent, proposer, lobbyist, or consultant and any member of the City's professional staff including, but not limited to, the City Manager and his or her staff are in writing or are made at a duly noticed public meeting.

Violation of the Cone of Silence by a particular proposer or Respondent shall render the RFP award or proposal award to said proposer or Respondent voidable by the City Council and/or City Manager. Please contact the City Attorney for any questions regarding Cone of Silence compliance.

1.12 FLORIDA GOVERNMENT IN THE SUNSHINE LAW

As a Florida municipal corporation, the City is subject to the Florida Sunshine Act and Public Records Law. By submitting a Proposal, Proposer acknowledges that the materials submitted with the Proposal and the results of the City of Doral evaluations are open to public inspection upon proper request. Proposer should take special note of this as it relates to proprietary information that might be included in its Proposal.

1.13 CANCELLATION

In the event any of the provisions of this RFP are violated by the Awarded Proposer, the City Manager shall give written notice to the Awarded Proposer stating the deficiencies and, unless deficiencies are corrected within ten (10) days, recommendation will be made to the City Council for immediate cancellation. The City reserves the right to terminate any contract resulting from this invitation at any time and for any reason, upon giving thirty (30) days prior written notice to the other party. No

consideration will be given for anticipated loss of revenue on the canceled portion of the Contract

1.14 ASSIGNMENT

The Awarded Proposer shall not assign, transfer, convey, sublet or otherwise dispose of this contract, including any or all of its right, title or interest therein, or his or its power to execute such contract to any person, company or corporation without prior written consent of the City of Doral.

1.15 PROPERTY

Property owned by the City of Doral is the responsibility of the City of Doral. Such property furnished for repair, modification, study, etc., shall remain the property of the City of Doral. Damages to such property occurring while in the possession of the Awarded Proposer shall be the responsibility of the Awarded Proposer.

1.16 TERMINATION FOR DEFAULT

If the Awarded Proposer defaults in its performance under this Contract and does not cure the default within thirty (30) days after written notice of default, the City may terminate this Contract, in whole or in part, upon written notice without penalty to the City. In such event, the Awarded Proposer shall be liable for damages, including, but not limited to, the excess cost of procuring similar supplies or services: provided that if, (1) it is determined for any reason that the Awarded Proposer was not in default or (2) the Awarded Proposer's failure to perform is without his control, fault or negligence, the termination will be deemed to be a termination for the convenience of the City.

1.17 TERMINATION FOR CONVENIENCE

The City Manager may terminate the Contract that may result from this RFP, in whole or in part, upon thirty (30) days prior written notice when it is in the best interests of the City. If so terminated, the City shall be liable only for payment in accordance with the payment provisions of the Contract for those services rendered prior to termination.

1.18 ANTI-TRUST PROVISION

At such times, as may serve its best interest, the City reserves the right to advertise for, receive, and award additional contracts for these herein items, and to make use of other competitively proposal (government) contracts for the purchase of these goods and/or services as may be available.

1.19 PUBLIC RECORDS, AUDIT RIGHTS AND RECORDS RETENTION

The Upon award recommendation or thirty (30) days after the opening of RFP responses, whichever is earlier, any material submitted in response to this Request for Qualifications will become a "Public Record" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes (Public Record Law). Proposers must claim the applicable exemptions to disclosure provided by law in their response to the Request for Qualifications by identifying materials to be protected and must state the reasons why exclusions from public disclosure is necessary and legal. The City reserves the right to make any final determination on the applicability of the Public Records Law. The Awarded Proposer agrees to provide access to the City, or any of their duly authorized representatives, to any books, documents, papers, and records of the Awarded Proposer which are directly pertinent to the contract, for the purposes of audit, examination, excerpts, and transcriptions. The Awarded

Proposer shall maintain and retain any and all of the aforementioned records after the expiration and/or termination of the agreement, as provided by Chapter 119, Florida Statutes.

1.20 CAPITAL EXPENDITURES

Awarded Proposer understands that any capital expenditures that the Awarded Proposer makes, or prepares to make, in order to perform the services required by the City of Doral, is a business risk which the Awarded Proposer must assume. The City of Doral will not be obligated to reimburse amortized or unamortized capital expenditures, any other expenses, or to maintain the approved status of the Awarded Proposer. If Awarded Proposer has been unable to recoup its capital expenditures during the time it is rendering such services, it shall not have any claim upon the City of Doral.

1.21 GOVERNING LAW AND VENUE

The validity and effect of the Contract shall be governed by the laws of the State of Florida. The parties agree that any administrative or legal action, mediation, or arbitration arising out of this Contract shall take place in Miami-Dade County, Florida.

1.22 ATTORNEY FEES

In connection with any litigation, mediation, or arbitration arising out of this Contract, each party will pay its' attorney's fees.

1.23 NO PARTNERSHIP OR JOINT VENTURE

Nothing contained in this Contract will be deemed or construed to create a partnership or joint venture between the City of Doral and Awarded Proposer/Proposer, or to create any other similar relationship between the parties.

1.24 TERMS AND CONDITIONS OF AGREEMENT

The Agreement to be entered into with the Awarded Proposer shall include, but not be limited to, the following terms and conditions:

- A. The Awarded Proposer agrees to indemnify, defend and hold harmless the City, its officers, elected officials, agents, volunteers and employees, from and against any and all liability, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions and cost of action, including attorney's fees for trial and on appeal, and of any kind and nature arising or growing out of or in any way connected with the performance of the Agreement whether by act or omission of the Awarded Proposer, its agents, servants, employees or others, or because of or due to the mere existence of the Agreement between the parties; unless said claim for liability is caused solely by the negligence of the City or its agents or employees.

The Awarded Proposer shall further indemnify, defend and hold harmless the City, its elected officials, its Officers, employees, agents and volunteers (collectively referred as "Indemnitees") against all loss, costs, penalties, fines, damages, claims, expenses, including attorney's fees, or liabilities ("collectively referred to as "liabilities") by reason of any injury to, or death of any person, or damage to, or destruction, or loss of any property arising out of, resulting from, or in connection with the performance,

or non- performance of the services contemplated by this agreement which is, or is alleged to be directly, or indirectly caused, in whole, or in part by any act of omission, default, or negligence of the Awarded Proposer, its employees, agents, or sub-contractors.

- B. The Awarded Proposer shall pay all royalties and assume all costs arising from the use of any invention, design, process materials, equipment, product or device which is the subject of patent rights or copyrights. Awarded Proposer shall, at its own expense, hold harmless and defend the City against any claim, suit or proceeding brought against the City which is based upon a claim, whether rightful or otherwise, that the goods or services, or any part thereof, furnished under the contract, constitute an infringement of any patent or copyright of the United States. The Awarded Proposer shall pay all damages and costs awarded against the City.
- C. An understanding and agreement, by and between the Awarded Proposer and the City, that the completion time as specified in Awarded Proposer's submission will be met and that all work shall be executed regularly, diligently, and uninterrupted at such rate of progress as will ensure full completion thereof within the time specified.

1.25 HIRING PREFERENCE FOR PROCURED PROJECTS

Awarded Proposer will be required to comply with Ordinance No. 2018-24 – Procedure to Provide Preference for Doral Businesses and Residents in Public Works and Improvements Contracts.

1.26 LIMITATION ON USE OF OFFICIAL SEAL

Ordinance No. 2019-09, § 2, 5-8-2019 - It shall be unlawful and a violation of this section for any person, firm, corporation or other legal entity to print for the purpose of sale or distribution or circulate, manufacture, publish, use, display, or offer for sale any letters, papers, documents, or items of merchandise which simulate the official seal of the city or the stationery or a real or fictitious agency, department or instrumentality of the city without the expressed written authority of the city council or its designee. The unauthorized use shall be punishable as provided in F.S. §§ 775.082 and 775.083.

1.27 RESOLUTION OF PROTESTED SOLICITATIONS AND AWARDS.

Ordinance No. 2008-04, Sec. 2-338 - Formal

1.27.1 Right to protest on formal solicitations. The following procedures shall be used for resolution of protested formal solicitations and awards:

- A. Protest of solicitations. Any actual or prospective bidder or offeror who perceives itself aggrieved in connection with the solicitation of a contract may file a written protest with the City Clerk within five business days prior to the date set for opening of bids or receipt of proposals.
- B. Protest of award. Any actual bidder or offeror who perceives itself aggrieved in connection with the recommended award of a contract may file a written

protest with the city clerk. The protest shall be filed within three business days after such aggrieved person knows or should have known of the facts giving rise thereto.

1.27.2 Authority to resolve protests. The chief procurement officer, after consultation with the city attorney, shall issue a written decision within ten days after receipt of the protest. Said decision shall be sent to the city manager with a copy to the protesting party. The city manager may then either resolve the protest or reject all proposals. The decision shall be sent to the city council. Any aggrieved person may appeal the decision of the city manager to award a solicitation or bid within five days of issuance of a written decision. Upon appeal of the decision of the city manager, the decision shall be submitted to the city council for approval or disapproval thereof.

1.27.3 Stay of procurements during protests. Upon receipt of a written protest filed pursuant to the requirements of this section, the city shall not proceed further with the solicitation or with the award of the contract until the protest is resolved by the city as provided in subsection (b) of this section, unless the city manager, after consultation with the head of the using department and city attorney, makes a written determination that the solicitation process or the contract award must be continued without delay in order to protect substantial interests of the city.

1.27.4 Filing fee. Within three business days after filing the written protest, the protestor must submit to the city clerk a filing fee in the form of a money order or cashier's check, payable to the city, in an amount equal to one percent of the amount of the bid or proposed contract, or \$1,000.00, whichever is less. The filing fee shall guarantee the payment of all costs which may be adjudged against the protestor in any administrative or court proceeding. If the protest is denied, the filing fee shall be forfeited to the city in lieu of payment of costs for the administrative proceedings. If the protest is upheld by the city, the filing fee shall be refunded to the protestor.

1.27.5 Entitlement to costs. In addition to any other relief, when a protest is sustained and the protesting bidder or offeror should have been awarded the contract under the solicitation but is not, then the protesting bidder or offeror shall be entitled to the reasonable costs other than attorney's fees.

1.27.6 Compliance with filing requirements. Failure of a party to file the protest or submit the filing fee on a timely basis shall constitute a forfeiture of such party's right to file a protest pursuant to this section. The protesting party shall not be entitled to seek judicial relief without first having followed the procedures set forth in this section.

1.28 BUSINESS ENTITY CODE OF BUSINESS ETHICS AND CONDUCT

Ordinance No. 2021-34, Secs. 2-384 - Business Entity Code of Business Ethics and Conduct

The City will not contract or transact business with a person, corporation, partnership, firm or other business entity in the event of a conflict of interest -under state or local law if: (1) neither an exemption nor opportunity to waive the conflict of

interest exists; or (2) an opportunity to waive the conflict exists, but the City does not waive it. If a conflict of interest is waivable, the City Council shall have the sole Authority for waiving it.

Business Entities

Vendors shall be familiar and comply with all applicable conflict of interest legal requirements including Florida's Code of Ethics for Public Officers, Chapter 112, Part III, Florida Statutes, Sec. 2-11.1. - Conflict of Interest Ordinance, Code of Miami Dade County.

Applicability and Reporting Requirements.

All persons, corporations, partnerships, firms or other business entities transacting business with the City shall be familiar and comply with local and state conflict of interest laws, nepotism, ordinances, policies or directives (hereinafter "conflict of interest law").

Compulsory disclosure by firms doing business with the city or in the city.

In order to ensure that the city and all business entities conduct business with the city do so according to the highest standards of ethics, the city has established reasonable procedures designed to prevent and detect conflicts of interest. The city is committed to avoiding conflicts of interest and maintaining interactions with business entities seeking city council approval in a fully transparent manner. Accordingly, requiring the full disclosure of principals, companies and subcontractors minimizes the potential for conflicts of interest. Any business entity which has business commitments to or from the City through solicitations, contracts, and orders for services or is working on a project in the City that may go before the City Council for approval shall comply with the disclosure requirements of this section.

- a) The Contracting officer shall report annually by October 31, for services performed under this contract during the preceding fiscal year (October 1-September 30).
 3. Subcontract number (including subcontractor name and unique entity identifier); and
 3. The number of subcontractors direct-labor hours expended on the services performed during the previous city fiscal year.
 3. The total dollar amount invoiced for services performed during the previous city fiscal year under the contract.
- b) The Contracting office shall also require that all vendors and subcontractors complete and return the conflict-of-interest disclosure form.
- c) For projects placed on the City Council agenda for approval, the Contracting officer shall file a report with the City Clerk no later than seven days before the item is scheduled to be heard by the city council. The report shall contain shall report the following information:
 1. The names of all subcontractors providing services.
 2. The value of each subcontract.
 3. The number of subcontractors direct-labor hours expended/or anticipated on the services.
 4. A list of names of subcontractors proposed to perform principal portions of the work.

Whenever any person is in doubt as to the applicability of conflict-of-interest law to himself or herself or his or her company, that person may submit to the Office of the City Attorney a full written statement of the facts and questions he or she has. The Office of the City Attorney shall render an opinion to that person.

1.29 DEBARMENT AND SUSPENSIONS

As stewards of taxpayer's resources and to protect the City's interests, the City is required to award contracts to responsible vendors that are determined to be reliable, dependable, and capable of performing the required work. One way to achieve this vital goal is through suspensions and debarments, which are actions taken to exclude organizations or individuals from receiving contracts based on various types of misconduct. Below is an overview of the ordinance that establishes procedures consistent with the city's procurement's policies for suspending or debarring entities that violate the city's procurement rules.

Ordinance No. 2-340 – Debarment and Suspensions

- a. *Authority and requirement to debar and suspend.* After reasonable notice to an actual or prospective contractual party, and after reasonable opportunity for such party to be heard, the city manager, after consultation with the chief procurement officer and the city attorney, shall have the authority to suspend or debar a contractual party, for the causes listed below, from consideration for award of city contracts. The suspension shall be for a period of not fewer than two (2) years. The city manager shall also have the authority to suspend a contractual party from consideration for award of city contracts if there is probable cause for debarment, pending the debarment determination. The city manager may consider past acts of the contractual party that occurred prior to the effective date of this ordinance. The authority to debar and suspend contractors shall be exercised in accordance with regulations which shall be issued by the chief procurement officer after approval by the city manager, the city attorney, and the city council.
- b. *Suspension.* Causes for suspension include the following:
 - (1) Violation of contract provisions, which is regarded by the chief procurement officer to be indicative of non-responsibility. Such violation may include failure without good cause to perform in accordance with the terms and conditions of a contract or to perform within the time limits provided in a contract, provided that failure to perform caused by acts beyond the control of a party shall not be considered a basis for debarment or suspension.
 - (2) Debarment or suspension of the contractual party by any federal, state or other governmental entity.
 - (3) False certifications including but not limited to certifications under paragraphs (d) and (e) below.
 - (4) Found in violation of a city ordinance or regulation and for which the violation remains noncompliant.
 - (5) Found in violation of a city ordinance or regulation and for which a civil penalty or fine is due and owing to the city.
 - (6) A contractual party who has defaulted under the terms of a contract with the city or any of its boards, agencies, trusts, authorities, or committees and has failed to cure such default.
 - (7) Vendor and the city are engaged in an adversarial proceeding (court proceeding, arbitration or

- administrative proceeding) arising from or relating to the vendor's performance of a contract with the city.
- (8) Any other cause judged by the city manager to be so serious and compelling as to affect the responsibility or integrity of the contractual party performing city contracts.
- c. **Debarment.** Causes for permanent debarment include the following:
- (1) Conviction for commission of a criminal offense incident to obtaining or attempting to obtain a public or private contract or subcontract, or incident to the performance of such contract or subcontract.
 - (2) Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification, or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty.
 - (3) Conviction under state or federal antitrust statutes arising out of the submission of bids or proposals.
 - (4) Default or failure to fully comply with the conditions, specifications, drawings or terms of a bid, proposal, or contract with the city twice in any three-year period.
- d. **Certification.** All contracts for goods and services, sales, and leases by the city shall contain a certification that

neither the contractual party nor any of its principal owners or personnel have been convicted of any of the violations set forth above or debarred or suspended as set forth in paragraph (b)(2).

- e. **Non-Collusion Affidavit.** All bids for goods and services shall contain a certification that neither the undersigned bidder or agent nor any of its principal owners or personnel entered into any combination, collusion or agreement with any person submitting a bid.
- f. **Debarment and suspension decisions.** Subject to the provisions of paragraph (a), the city manager shall render a written decision stating the reasons for the debarment or suspension. A copy of the decision shall be provided promptly to the contractual party, along with a notice of said party's right to appeal the decision.

Ordinance No. 2-341. – Appeal of Decision

The suspension or debarment shall be final and conclusive, unless the suspended or debarred party appeals the decision of the city manager to the city council, in the manner provided for appeals of administrative decisions of this Code of Ordinances. An appeal must be filed within twenty-one (21) days of the rendition of the order.

END OF SECTION

SECTION 2 SPECIAL CONDITIONS

2.1 **PURPOSE AND INTENT**

The City of Doral Public Works Department is soliciting proposals from qualified and experienced firms for the operation and maintenance of city provided trolleys for the Doral Trolley Circulator System. The awarded contractor shall provide day to day management, operation and maintenance of the trolley transportation services for the City of Doral.

All firms that provide public transit services and are licensed to operate in the State of Florida are invited to submit a proposal.

The Trolley Circulator System provides an alternative mode of transport (transit) which alleviates traffic load to the transportation system during peak hours resulting in associated environmental and social benefits.

The Work to be performed consists of furnishing all labor, management, operation and maintenance, including fuel.

2.2 CITY OF DORAL BACKGROUND AND DEMOGRAPHICS

The City of Doral, incorporated on January 28, 2003, in one of thirty-four municipalities in Miami-Dade County, Florida. Doral is home to approximately 85,000 residents. It encompasses an area of approximately 15 square miles bordered on the west by the Ronald Reagan Turnpike, to the north by the Town of Medley, to the east by the Palmetto Expressway and to the South by the City of Sweetwater.

Conveniently located just one mile from Miami International Airport and twelve miles from Downtown Miami. Its central location and easy access have made Doral one of South Florida's best-known regional shopping areas, offering a wide variety of recreational, cultural, and dining experiences. Named the fastest growing City in Florida and 11th in the country by the Florida International University's Metropolitan Center.

2.3 MANDATORY PRE-PROPOSAL CONFERENCE - VIRTUAL

A Mandatory Pre-Proposal Conference will be held on Thursday, April 27, 2023 at 10:00 a.m., via GoToMeeting Conference Call. During this conference all work will be discussed. The Purchasing Division will respond to all questions submitted during the pre-bid conference by issuance of a written addendum to the RFP. Attendance to the Pre-Bid conference is **Mandatory**.

April 27, 2023, at 10:00 A.M.

Please join meeting from your computer, tablet or smartphone.

<https://meet.goto.com/348868133>

You can also dial in using your phone.

Access Code: 348-868-133

United States: +1 (571) 317-3112

Get the app now and be ready when your first meeting starts:

<https://meet.goto.com/install>

Respondents are required to be familiar with any conditions that may, in any manner, affect the work to be done or affect the equipment, materials, or labor required. Respondents are also required to carefully examine the specifications and all equipment and all site locations and be thoroughly informed regarding any and all conditions that may, in any manner, affect the work to be performed under contract.

By submission of a Proposal, it will be construed that the Respondent is acquainted sufficiently with the site(s) and the work to be performed.

2.6 DEFINITIONS

Unless otherwise apparent from the context, or otherwise specifically defined elsewhere in this Proposal, the parties agree that the following words and phrases shall be construed and/or defined as follows.

For the purpose of this RFP, the following definitions will be used:

Addenda – Written or graphic instruments issued prior to the Proposal Opening which modify or interpret the Contract Documents by addition, deletions, clarifications or corrections.

Agreement – Executed contract between the City and the Contractor including Contractor's proposal, Bid Form, Bid Bond, Contract, Performance Bond, Payment Bond, General Conditions, Special Conditions, and Scope of Work, together with all Addenda.

Calendar Day: Every day shown on the calendar.

City – City of Doral, 8401 NW 53rd Terrace, Doral, Florida, 33166 and its authorized representatives.

City of Doral Circulator Service – public transit service to serve residents, employees, and visitors within the City of Doral Limits and connections with Miami-Dade County Transit.

Contractor/Awarded Contractor – Entity to which an Agreement is awarded.

In-Service – the time during which a trolley is in service route, or authorized detours, and stopping to load and unload passengers, or such other times a trolley is available for use by the general public, or as otherwise specified to the benefit of the City.

Out-of-Service – all times other than when the trolley is In-Service. Out-of-Service shall include all time spent driving to the beginning point on the route or moving trolleys from one route to another route or location other than such time expressly approved by its Coordinator as In-Service based on direct benefit to the City.

Transit Operations Manager – Transit Operations Manager at City of Doral Public Works Department or Assignees.

FDOT – Florida Department of Transportation.

Performance Deposit: Certified Bank Check executed by the Contractor, on the attached forms, assuring that the Contractor will, in good faith, perform and guarantee the work in full conformity with the terms of the Contract Documents and will promptly pay all persons supplying the Contractor with labor, materials, or supplies, used directly or indirectly by the Contractor in the prosecution of the Work.

Respondent – Entity submitting a proposal.

Vehicle Miles or Hours – the miles travelled by the City provided trolleys for use by the CONTRACTOR to perform this Agreement or the hours spent by CONTRACTOR's employees in driving such trolleys while on a specified route, an authorized detour from such route by this Agreement, and Out-of-Service miles or hours spent travelling to and from a route starting or ending point. The vehicle service hours shall be limited to those the employee actually spent driving the trolley while in service route and does not include those of other employees riding the trolley for training or other purposes.

Vehicle Service Hours – Monday through Friday, approximately 5:50 a.m. to 11:00 p.m., 6:50 a.m. to 8:00 p.m. on Saturdays, and 7:00 a.m. to 8:00 pm on Sundays.

The singular includes the plural, and the plural includes the singular. "Shall" is mandatory and "may" is permissive. The masculine gender includes the feminine and neuter.

The words "Work", "Services", "Program", or "Project": All matters and things required to be done by the Contractor in accordance with the provisions of the Contract.

The words "Directed", "Required", "Permitted", "Ordered", "Designated", "Selected", "Prescribed", or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the City's Contract Manager; and similarly the words "approved", "acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the City's Contract Manager. In resolving disputes and in all respects the City Manager's decision shall be final.

2.6 MINIMUM QUALIFICATIONS AND EXPERIENCE OF PROPOSERS

All firms that submit a proposal shall meet, but not be limited to, the following minimum qualifications:

2.5.1 The firm, or principals of the firm, shall be regularly engaged in the business of providing the services as described herein. The firm shall have a record of performance and operation for a minimum of five (5) years. The firm shall have

sufficient financial support, equipment, and organization to ensure that they can satisfactorily execute the services if awarded a Contract under the terms and conditions herein stated. There shall not be any pending criminal charges against the firm, principal owners, partners, corporate officers, or management employees. The term “equipment and organization” as used herein shall be construed to mean a fully equipped and well-established operation as determined by officials of the City of Doral.

- 2.5.2 Proposers shall be fully licensed to perform the work described herein and shall comply with all applicable State Statutes and local codes and ordinances.
- 2.5.3 Have no record of judgments, bankruptcies, pending lawsuits against the City or criminal activities involving moral turpitude, and not have any conflicts of interest that have not been waived by the City Council.
- 2.5.4 Provide a minimum of three (3) references for services provided within the past 5 years. It is the responsibility of the Proposer to ascertain that the contact person provided in the references will be responsive.
- 2.5.5 Establish and maintain a fully functional office, including, but not limited to, phones, facsimile, copy machine, personal computer with appropriate software.
- 2.5.6 Not be involved in any action or potential conflict of interest with, or adversarial litigation against, the City.
- 2.5.7 Be transparent and forthcoming in advising the City of past or pending investigations, ethics charges, or alleged conflicts of interests.
- 2.5.8 Demonstrate flexibility to add personnel on an as needed basis, depending on the needs of the City.
- 2.5.9 Agree not to represent private clients before any City Boards.
- 2.5.10 Neither Proposer nor any principal, officer, or stock holder or proposer(s) shall be in arrears or in default of any debt or contract involving the City, (as a party to a contract, or otherwise); not have failed to perform faithfully on any previous contract with the City.
- 2.5.11 Provide detailed resumes of key personnel that will be working under this contract.

The proposer must show proof of having met these minimum requirements on the “Proposer Qualification Statement” in Section 5. THE CITY WILL NOT ACCEPT ANY SUBSTITUTION FOR THIS FORM.

2.6 LICENSING

Pursuant to section 607.1503(1), Florida Statutes, Corporations, out-of-state corporations are required to obtain a Florida Certificate of Authorization from the Florida Department of State, Division of Corporations, to transact business in the State of Florida. Successful respondent must provide a copy of their occupational/business license and State registration at time of award. Florida state registration can be downloaded and printed via www.sunbiz.org. Respondents must have the proper license(s) and/or certification(s) to perform what is being requested in this project. Failure to possess the proper license(s) and/or certification(s) may result in disqualification of proposal submittal. Copies of the respondent's license(s) and/or certification(s) which are applicable to this project shall be submitted as part of their proposal submittal.

2.15 MANAGEMENT

The City of Doral Public Works Department is responsible for administering the Agreement, monitoring, and evaluating the service. The Contractor will report to the City's Transit Operations Manager.

2.15 ADVERTISING AND PROMOTION

The City shall prepare, place, schedule and pay for all advertising and promotional materials designed to inform the general public of service operations and to promote ridership.

The City shall prepare, print and provide to the Contractor all schedules, and other materials required by service operations. The Contractor shall distribute and disseminate such materials in accordance with the provisions of this RFP and any directions supplemental thereto provided by the City.

2.15 ADJUSTMENT TO SERVICE

2.9.1 Adjustments to service shall be a prerogative of the City. The City expects to work closely with the Contractor on such modifications in order to provide efficient and responsive service.

2.9.2 No operational changes that affect service, scheduling, hours of operation, frequency of service, or any other characteristics of the Circulator Service shall be made by the Contractor without the prior approval of the City.

2.9.3 The City may modify the service area for fiscal, jurisdictional, geographic, coordination or passenger travel pattern reasons. Modifications may be made to the specified vehicle service hours without changing the fixed service hour rate bid herein or agreed to during contract negotiations.

2.9.4 The City will notify the Contractor thirty (30) days in advance of any major service changes.

2.15 ADDITIONAL ROUTES

At its sole discretion, the City reserves the right to add or delete routes, trolleys, service hours or personnel to the system. The Awarded Contractor shall keep its prices for the original and additional service(s) fixed and firm throughout the duration of the contract term, unless modified by the City.

Service characteristics such as routes, stops, headways, operating hours, and vehicle types shall be coordinated jointly by the City and the Awarded Contractor prior to commencing any service extension.

2.15 LIQUIDATED DAMAGES

The City reserves the right to supervise or conduct a performance audit of the Awarded Contractor to determine if it is achieving its minimum reliability on performance. The Awarded Contractor shall adhere to Operating and Performance Standards and Specifications attached herein as Exhibit “B”. Failure to meet required operating and performance standards and specifications will cause the City to set adjustments to billings as described in Exhibit “B”.

2.15 TERM OF CONTRACT

The City and the Awarded Respondent shall execute a contract (“Agreement”) within thirty (30) days after Notification of Award based upon the requirements set forth in the RFP through action taken by the City Council at a fully authorized meeting. If the Respondent awarded the Contract fails to enter into a contract as herein provided, the award may be declared null and void, and the Contract may be awarded to the next most responsible and responsive Respondent, or re-advertised, as determined by the City.

The initial contract resulting from this solicitation shall prevail for a three (3) year period from the contract’s effective date. Prior to, or upon completion of that initial term, the City shall have the option to renew the contract for two (2) additional two (2) years, for a maximum total of seven (7) years. The awarded Respondent(s) shall maintain, for the entirety of the stated additional period(s), the same terms and conditions included within the originally awarded contract. Continuation of the contract beyond the initial period, and any option subsequently exercised, is a City prerogative, and not right of the awarded Respondent(s).

2.15 PRICING AND FEES

Each Proposer shall detail any and all fees and costs to provide the required services as detailed in Section 3 – Scope of Services. Failure to submit compensation proposal as required shall disqualify Proposer from consideration.

2.13.1 If the Respondent is awarded a contract under this RFP solicitation, the prices quoted by the Respondent shall remain fixed and firm. However, the Respondent may offer incentives and discounts from this fixed price to the City at any time during the contractual term.

2.13.2 The City reserves the right to add or delete any service, at any time. Should the City determine to add an additional service for which pricing was not previously secured, the City shall seek the Awarded Contractor to provide reasonable cost(s) for same. Should the City determine the pricing unreasonable, the City reserves the right to negotiate cost(s) or seek another vendor for the provision of said service(s).

2.13.3 The City reserves the right to negotiate lower pricing for the additional term(s) based on market research information or other factors that influence price, including the addition to the City of Doral Trolley current vehicle fleet of lower cost of operation hybrid and alternative fuel vehicles. The City reserves the right to apply any reduction in pricing for the additional term(s) based on the downward movement of the applicable index.

2.13.4 Unusual Circumstances: If during the contract term where costs to the City are to remain firm or adjustments are restricted, unusual circumstances that could not have been foreseen by either party of the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required prior items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient.

2.13.4.1 In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:

1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.
2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve Contractor of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall

include, but not be limited to, declaring the Contractor in default and disqualifying Contractor from receiving any business from the City for a stated period of time. If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by a person authorized to bind the City in such matters.

2.14 FLORIDA MINIMUM WAGE

In accordance with the Constitution of the State of Florida, Article X, Section 24, employers shall pay employee wages no less than the minimum wage for all hours worked in Florida. Accordingly, it is the Awarded Contractor's/Contractor's and their subcontractor's responsibility to understand and comply with this Florida minimum wage requirement and pay its employees the current established hourly minimum wage rate. This minimum wage rate is subject to change or adjusted by the rate of inflation using the consumer price index ("CPI") for urban wage earners and clerical workers, CPI-W, or a successor index as calculated by the United States Department of Labor. Each adjusted minimum wage rate calculated, shall be determined and published by the Agency Workforce Innovation on September 30th of each year and take effect on the following January 1st.

It is the Proposer's and their subcontractor's (if applicable), full responsibility to determine whether any of their employees may be impacted by this Florida Minimum Wage Law, at any given point in time during the term of the Bid Contract. If impacted, Proposer must provide, with its bid, employee name(s), job title(s), job description(s), and current pay rate(s). Failure to submit this information at the time of bid submittal constitute Awarded Contractor's/Contractor's acknowledgement and understanding that the Florida Minimum Wage Law will not impact its prices throughout the term of the Bid Contract, and a waiver of any contractual price increase request(s). The City reserves the right to request, and the Awarded Contractor/Contractor must provide for any, and all information to make a wage and contractual price increase(s) determination.

Prior to, or upon completion of that initial term, the City shall have the option to renew this contract for an additional two (2) additional two (2) years, for a maximum total of seven (7) years. Prior to completion of each exercised contract term, the City may consider an adjustment to price based on changes in the Consumer Price Index Urban Wage Earners and Clerical Workers, Miami / Ft Lauderdale – All Items. (or, if applicable, whatever Department of Labor CPI Index relates to the commodity / service being procured).

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 any exercised option period, the request for adjustment should be submitted 90 days prior to expiration of the then current contract term. The adjustment request should not be in excess of the relevant pricing index change. If no adjustment request is received from the vendor, the City will assume that the vendor has agreed that the optional term may be exercised without pricing

adjustment. Any adjustment request received after the commencement of a new option period may not be considered.

2.15 PROPOSAL FORMAT AND SIGNATURES

To receive consideration, the Proposal must be submitted on the Proposal forms as provided by the City. This Request for Proposals must be resubmitted in its entirety, with all forms executed, each section signed as read and understood, and the response forms completely filled out. Proposals must be typed or printed in black or blue ink only. Use of erasable ink is not permitted. All corrections must be initialed. Any information to be submitted as part of the bid may be attached behind the Bid Response form. Copies may be obtained from the City Clerk, 8401 NW 53rd Terrace, Doral, FL 33166. Proposals by corporations must be executed in the corporate name by the President or other corporate officer accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown below the signature.

Proposals by partnerships must be executed in the Partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

2.16 PERFORMANCE / PAYMENT BOND

The Proposer must have the ability to obtain a 100% performance/payment bond equal to the base proposal as a part of the requirements at the time of contract. The City must appear listed as obligee on this bond.

The Proposer shall submit proof of their bonding capacity by means of a letter from their bonding company. A Bid Bond in the amount of five (5) percent of the base bid amount is required for this project.

Within ten (10) calendar days after the notice of award of the Agreement, the awarded Contractor will be required to obtain and provide the following bonds to remain in effect during the term of the Agreement. The bonds shall be executed by a responsible corporate surety who has been given a B+: VI or higher rating by the most recent edition of A.M. Best's Insurance Guide and which is authorized to issue bonds in the State of Florida through an authorized agent with an office in Florida:

- 2.15.1 A Performance Bond or other security acceptable to the City that is equal to one hundred percent (100%) of the base bid contract price, with annual renewals required. The performance bond is a guarantee of good faith on behalf of the Proposer that the terms of the Agreement shall remain in full force and effect during the full term of the Agreement between the City and Proposers.

2.17 RECORDS AND REPORTING

The Contractor shall maintain all project records as requested by the City. All project records prepared by the Contractor shall be owned by the City and shall be made available to the City at no additional charge.

2.17.1 The Contractor shall maintain all books, records, documents, accounting ledgers, and similar materials relating to work performed for the City under this Agreement on file for at least three (3) years following the date of final payment to the Contractor by the City.

2.17.2 The records retention requirement shall include service and mechanical records, daily driver logs, as well as all other books, records, and documents. Any duly authorized representatives of the City shall have access to such records for the purpose inspection, audit, and copying at reasonable times during the Contractor's usual and customary business hours.

2.17.3 Weekly Passenger Count Summary Report and Monthly Summary Reports shall be provided to the Transit Operations Manager of the City. Said monthly reports shall be received no later than the 15th calendar day of the following month. Weekly reports shall be provided by the Tuesday of the following week for regularly scheduled services. Weekly and Monthly report figures shall coincide with daily trip sheet totals for the month.

2.17.4 The format to be used for operating reports and monthly summaries shall be developed by the Contractor and approved by the Transit Operations Manager of the City.

2.17.5 The Contractor shall certify as accurate all information given to the City.

2.17.6 The following records and reporting are required to be submitted to the City's Transit Operations Manager:

1. Daily Records/ Reports:

- (a) Daily Assignments: The City shall be notified via email of the vehicles and drivers that are being assigned to the routes to provide service. Modifications to the daily assignments shall also be submitted to the City for an update.
- (b) Service Interruption Report: The City shall be notified via email of any change of vehicle and/or driver, special runs, interruption of service due to inclement weather, out-of-service vehicles, emergencies, and accidents.
- (c) Daily Dispatcher Logs shall include, but not be limited to, the following information: number of incoming calls, type of information requested (schedule, route, destination, connections, etc.).

- (d) Daily Time Point Records shall include arrival and/or departure times of all trips from designated time-point stop locations.
- (e) Pre-trip inspection forms shall be completely checked and signed by the driver. Drivers must inspect that every item listed in the form is working properly before a vehicle is out to service.

2. Weekly Records / Reports:

- (a) Daily driver Log (Manifest) will be used by each shift of operators, a copy of which is to be submitted to the City on a weekly basis. The log is the source document for use in determining the total miles, number of passengers (manually counted) for each vehicle, and passenger categories. Missed miles and missed trips will be determined from the log by comparing actual daily miles entered into the log against predetermined daily total miles for each vehicle or other means as approved by the City.

3. Monthly Summary Reports

The Contractor shall prepare and submit to the Transit Operations Manager of the City a monthly summary report within fifteen (15) calendar days after the end of the operating month. Monthly Summary Reports shall include, but not be limited to:

- (a) Vehicle Total Service Hours and Miles: Monthly report figures shall coincide with daily trip sheet totals for the month, by Route.
- (b) Driver's hours
- (c) New driver documentation
- (d) Service Interruptions Summary: Monthly report of Vehicle out-of-service, operational problems, breakdowns, missed trips and delays over fifteen (15) minutes.
- (e) Complaints and Concerns: passenger complaints and concerns collected by the City and description of any action taken regarding complaints. Passenger complaints related to safety or serious operational deficiencies shall be reported by the Contractor to the City no later than 48 hours following the Contractor's receipt of complaint.
- (f) Vehicle Condition Summary: mileage (month, year to date, total), fuel and oil consumption (miles per unit), accident reports, work orders related to preventive maintenance work and repairs, inspection

program (actual vs. program), summary of major component rebuilding/repairs made, by Vehicle.

- (g) Equipment Status Summary: all other City-owned equipment.
- (h) General Summary: all other issues, evaluations, suggestions for improvements.
- (i) Reports for the Circulator Service shall be broken down by day and tabulated for the month.
- (j) The Summary Report shall also include a recap of the service, summary statistics for current month, year-to-date, same month last year (when applicable) and percent change from last year for total system (if applicable). Spreadsheet type graph(s) of trends in ridership, passengers per vehicle hour, and service quality measures shall be developed. It shall also include problems with service/personnel/accidents, and solutions proposed for the problems.

4. Yearly Summary Reports

Service shall include, but not be limited to, miles, total service hours, passengers and operations costs itemized by month for each route of service, and each vehicle.

2.18 INVOICES AND PAYMENT

Invoices and supporting documents are to be submitted to the Transit Operations Manager on a monthly basis and in a format approved by the City. Upon verification of the accuracy and completeness of the invoice by the Transit Operations Manager, the claim shall be forwarded for payment approval to the City.

Contractor's invoice submission for service provided the previous month shall include the required monthly reports and shall be submitted to the Transit Operations Manager by the 15th of the month.

2.18.1 Itemized Monthly Invoice. The Contractor shall submit, with the monthly summary report, an itemized monthly invoice to the City for the services rendered during the reporting period. Both the monthly invoice and the summary report shall be received by the 15th day of the subsequent month. The itemized invoice shall follow a format approved by the City.

- 1. Net Amount Due. The charge for Circulator Service minus the time scheduled vehicles were out of service shall be submitted as the amount due the Contractor. The City imposed liquidated damages shall be deducted from this amount.

2. Open Records. All invoices and related records will be available for inspection and/or independent audit at the election of the City.
3. Special Events. The City may require trolley service for special events. Hourly rate for Special Events will be charged at the same rate proposed.

2.18.2 The City as a municipal corporation is subject to the *Local Government Prompt Payment Act*, Chapter 218, Part VII, Fla. Stat. (2010), as amended.

2.19 **INSURANCE REQUIREMENTS**

Awarded Contractor shall maintain, at their sole expense and during the term of this agreement insurance requirements in accordance to Exhibit A.

Please Note: The Certificate shall contain a provision that coverage afforded under the policy will not be cancelled, or materially changed until at least thirty (30) days prior written notice has been given to the City. Certificates of insurance, reflecting evidence of the required insurance, shall be provided to the City, or in accordance with policy provisions. In the event the Certificate of Insurance provided indicates that the insurance shall terminate and lapse during the period of this Agreement, the vendor shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed Certificate of Insurance as proof that equal and like coverage for the balance of the period of the Agreement or extension hereunder is in effect.

Trolley System: The Awarded Contractor shall be responsible for its work and every part thereof, and for all materials, tools, appliances and property of every description, used in connection with this particular project. The Awarded Contractor shall specifically and distinctly assume, and does so assume, all risks of damage or injury to property or persons used or employed on or in connection with the work and of all damage or injury to any person or property wherever located resulting from any action or operation under the contract or in connection with the work. It is understood and agreed that at all times the Awarded Contractor is acting as an independent contractor.

The City reserves the right to require additional insurance in order to meet the full value of the scope of services.

At award time, the awarded Contractor must furnish a Certificate of Insurance and Declaration of Coverage Page showing the City of Doral as additional named insured on each of the policies referenced above.

2.20 **DAMAGES TO PUBLIC/ PRIVATE PROPERTY**

The Awarded Contractor shall carry out the work with such care and methods as not to result in damage to public or private property adjacent to the work. Should any public or private property be damaged or destroyed, the Awarded Contractor shall assume the expense and repair or make restoration as is practical and acceptable to the City and/or owners of destroyed or damaged property promptly within a reasonable length of time (not to exceed one month from date damage occurred).

2.21 PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES

It is hereby made a part of this RFP that the submission of any proposal response to this request constitutes a proposal made under the same terms and conditions, for the same contract price, to other government agencies if agreeable by the proposer.

At the option of the awarded proposer/contractor, the use of the contract resulting from this solicitation may be extended to other governmental agencies, including the State of Florida, its agencies, political subdivisions, counties and cities.

Each governmental agency allowed by the awarded proposer/contractor to use this contract shall do so independent of any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods or services ordered, received and accepted. No agency receives any liability by virtue of this RFP and subsequent contract award.

2.20 F.O.B. POINT

Services provided under this contract shall be F.O.B. destination. All costs for transporting equipment, material and/or labor shall be borne by the awarded proposer.

2.21 CONTRACT CANCELLATION

The City of Doral reserves the right to cancel this contract for any reason without cause upon thirty (30) days written notice to Awarded proposer, and Awarded proposer reserves the right to cancel this contract for any reason with cause and documentation supporting such on a schedule acceptable to the City and upon one-hundred and twenty (120) days written notice to the City Manager.

2.22 COMPLIANCE WITH OCCUPATIONAL HEALTH AND SAFETY (OSHA) STANDARDS

Proposer certifies that all materials, equipment, etc., contained in this proposal meets all O.S.H.A. requirements. Proposer further certifies, that, if he/she is the awarded Contractor, and the materials, equipment, etc., delivered is subsequently found to be deficient in any O.S.H.A. requirement in effect on the date of use, all costs necessary to bring the materials equipment, etc., into compliance with the aforementioned requirements shall be borne by the Proposer.

The Contractor shall comply with all applicable Federal, State and Local laws regarding "Occupational Environmental Safety and Health". This shall include but not be limited to compliance with the U.S. Department of Labor-Occupational Safety and health and the Florida State Department of Labor Divisions of Safety Standards and regulations. Upon request the contractor shall provide the City with a copy of their written safety program pertaining to the subject of the bid/contract, if such a program is required by law.

The Contractor shall be solely and completely responsible for conditions of the job site, including safety of all persons, (including employees) and property during performance of the work. This requirement shall apply continuously and not be limited to normal working hours. Safety provisions shall conform to the U.S. Department of Labor (OSHA), Florida Department of Labor, and all other applicable federal, state, county, and local laws, ordinances, codes, and regulations. Where any of these are in conflict, the more stringent requirement shall be followed. The Contractor's failure to thoroughly familiarize himself/herself with the aforementioned provisions shall not relieve him/her from compliance with the obligations and penalties set forth therein.

SECTION 3

SCOPE OF SERVICES

3.1 SCOPE OF WORK

The Doral Trolley Circulator System is directly owned and funded by the City of Doral. It is a general public fixed route service. Our circulator system is intended to provide an alternative mode of transport (transit) which alleviates traffic load to the transportation system during peak hours resulting in associated environmental and social benefits. Subsidies for the circulator system are at times provided through Miami Dade County, Florida Department of Transportation (FDOT) Public Transit Service Development Program, and South Florida Regional Transportation Authority.

The City plans to continue running a municipal public transit service that is responsive to the needs of Doral, meets all applicable Americans with Disabilities Act (ADA) requirements, plus complies with all safety, mechanical, and vehicular standards mandated by Miami-Dade Transit Agency Consumer Service Department or any other applicable regulatory agencies. The primary objectives of the contract operation are:

- To provide safe, clean, efficient and effective transit service within the service hours allotted,
- Provide excellent maintenance of the City's trolley fleet,
- To provide a professional, courteous, and pleasant transit experience for each passenger.

The City will provide oversight of the service through its designated Transit Operations Manager as well as provide administration, marketing, and public information services.

3.1.1 The route circulators, as well as additional optional routes to be considered are public fixed-route transit services and will be directly managed, and partially funded by the City of Doral as well as other sources. The selected Successful Contractor will be required to meet all Federal, State and Local operations, maintenance and administrative reporting requirements such as those stated in the Florida Administrative Code (FAC) Chapter 14-90, Florida Department of Transportation (FDOT) service development program requirements, including audits and inspections, and Federal American Recovery and Reinvestment Act (ARRA) reporting requirements.

3.1.2 The City of Doral is requesting per hour costs to operate all route circulators, as described in the Bid Form found in Section 4 and Doral Trolley map attached herein as Exhibit "C", for each type of contract shown above.

3.1.3 Contractor shall operate and maintain the system in compliance with the City operating policies and local ordinances applicable to this service, providing

management, technical and operating personnel and services necessary for the operation of the City's fixed route(s) trolley system.

- 3.1.4 All services rendered shall be subject to the control of the City and coordinated by the City.
- 3.1.4 Responsibility for Contractor's day-to-day operations shall be vested in the Contractor's full-time System Manager.
- 3.1.5 In addition, an officer or owner of the Contractor shall be available either by phone, by electronic mail or in person to make decisions or provide coordination as necessary.
- 3.1.6 The City maintains the rights to inspect, examine or test at any reasonable time any of the facilities, records, (including, but not limited to, financial, personnel or maintenance) or equipment used in the performance of the work, or otherwise monitor Contractor's work in order to assure compliance with this Scope of Service.

3.2 EXISTING TRANSIT SERVICES

The City of Doral currently has four (4) routes providing service throughout the City, and complements Miami-Dade Transit service, including Metrobus and Metrorail service. The City coordinates existing transit services with the Circulator Service.

3.3 SERVICE DESCRIPTION

The Circulator Service is currently operated as an Operations and Maintenance (O&M) contract. The City's current fleet size consists of seventeen (17) trolleys. Each trolley has capacity for a minimum of 25-passengers. The Circulator Service operates seven days a week, and may include holidays, for approximately 16 hours during weekdays, 12 hours on Saturdays, and 13 hours on Sundays. City presently operates (16) diesel gas engines trolleys and (1) gasoline engine trolley

The current operating schedule is detailed in the table below.

Route No.	Service Days	Approximate Service Times	No. of Trolleys
1	Monday – Friday	6AM – 10PM	4
1	Saturday	7AM – 8PM	2
1	Sunday	7AM – 8PM	1
1 (Peak)	Monday – Friday	2:45PM – 5PM	1
		3:40PM – 6:40PM	1
2	Monday – Friday	6AM – 9PM	2
2	Saturday	6:50AM – 7:50PM	1
3	Monday – Friday	5:50AM to 9:30PM	2
3	Saturday	6:50AM to 7PM	1
4	Monday – Friday	6AM to 11PM	2

Contractor will be required to operate a minimum of 12 trolley vehicles, with a minimum capacity of twenty-five (25) passengers per vehicle on each route.

Each route and the level of service may be refined by the City based on system performance.

Awarded Contractor agrees to provide public transportation services in accordance with the route(s), number of vehicle(s) miles and headways, hours, and services specified herein.

3.4 **VEHICLES**

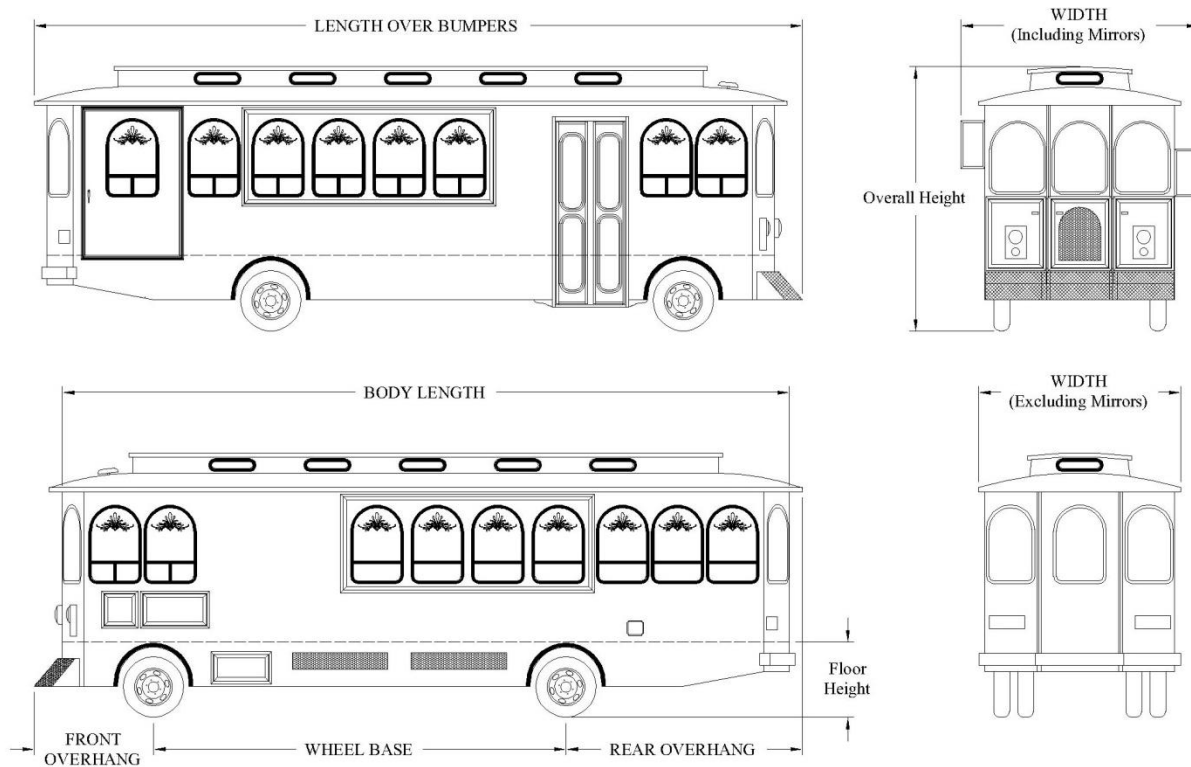
Below is a current list of vehicles currently owned by the City of Doral for service.

Trolley	Length	Fuel Type	Year	Make/Model	Seating Capacity	ADA Seating
DT01	31'	Biodiesel	2009	Freightliner Supreme	26 - 30	2
DT02	32'	Biodiesel	2018	Freightliner Hometown	26 - 30	2
DT03	32'	Biodiesel	2011	Freightliner Supreme	26 - 30	2
DT04	32'	Biodiesel	2011	Freightliner Supreme	26 - 30	2
DT05	33'	Biodiesel	2011	Freightliner Supreme	30 - 34	2
DT06	32'	Gasoline	2013	Ford Hometown	24 - 28	2
DT07	30'	Biodiesel	2014	Freightliner Hometown	24 - 28	2
DT08	30'	Biodiesel	2014	Freightliner Hometown	24 - 28	2
DT09	30'	Biodiesel	2014	Freightliner Hometown	24 - 28	2
DT10	30'	Biodiesel	2015	Freightliner Hometown	24 - 28	2
DT11	30'	Biodiesel	2015	Freightliner Hometown	24 - 28	2
DT12	32'	Biodiesel	2016	Freightliner Hometown	26 - 30	2
DT13	33'	Biodiesel	2018	Freightliner Hometown	30 - 34	2
DT14	33'	Biodiesel	2018	Freightliner Hometown	30 - 34	2

Trolley	Length	Fuel Type	Year	Make/Model	Seating Capacity	ADA Seating
DT15	33'	Biodiesel	2018	Freightliner Hometown	30 – 34	2
DT16	33'	Biodiesel	2018	Freightliner Hometown	30 - 34	2
DT17	30'	Biodiesel	2020	Freightliner Hometown	24 - 28	2

VEHICLE DIMENSIONS

Currently, the City owned vehicles (trolleys) have approximately the following overall dimensions as shown below at static conditions and design height.



The City may reserve the right to modify the type of vehicle as its sole discretion.

3.5 SERVICE AREA MAPS AND ROUTES

The attached Doral Trolley Map (Exhibit C) presents key generators in the City that are served by the circulator service.

3.6 OPERATIONS PROCEDURES

3.6.1 In and for the consideration specified in contract documents, the awarded Contractor agrees to do all necessary things to manage, operate, and maintain a public transportation system to the City's satisfaction as required by this Request for Proposal and the corresponding Scope of Services, including but not limited to:

1. Procedures for operating vehicles and providing service;
2. Plans for replacement of disabled Vehicles;
3. Procedures for communication, with high importance on timeliness, for notifications of delays, service interruptions, daily assignments, and email responses;
4. Contractor shall have knowledge of technology required for the transit system;
5. A list of names and phone numbers of contact persons who can make operating decisions and be reached during Hours of Operation and after hours;
6. Accident review procedures and Operator corrective processes;
7. Radio check in and coordination procedures for maintaining Vehicle headways;
8. Not transport any animal, except service animal and special companion assistant dogs;
9. Communicate events and passenger counts obtained by usual and customary logging procedures;
10. Operators shall demonstrate courtesy, helpfulness, and exceptional driving habits;
11. Operators shall Log and report all events that impede vehicle movement;
12. Description of Operator training (including hospitality and courtesy training);
13. Procedures to insure that stop announcements are made by bus operators (if annunciators are non-functional);
14. Procedures for pre and post-trip inspections;

15. Procedures for dispatching Vehicles to achieve balanced accumulation of mileage for each Vehicle in the fleet and accomplish required Service and maintenance;
16. Contingency plan for emergencies such as accident, fire, mechanical failure, inclement weather, and criminal activity (included in Security Program Plan);
17. Procedures for the handling of public and internal comments and complaints;
18. Operator safety, recognition and rewards program, and disciplinary procedures for the Operator misconduct. An incentive program for front line employees who provide excellent customer service should be made available;
19. Customer service guidelines, employee standards of conduct;
20. Supervision, with sufficient supervisory level personnel to respond to service problems, monitor performance schedules and procedures, and enable operators to communicate with the base office, during all Hours of Operation.

3.6.2 ADDITIONAL OPERATING PROCEDURES

The awarded Contractor will observe all safety rules and other requirements of regulatory bodies having jurisdiction over the Service Area and operate the Vehicles with the highest regard for all aspects of safety. The City reserves the right to make safety inspections at any time the Contractor is within the City limits to ensure safety rules are not being violated.

1. The Contractor will not use or allow the Vehicles to be used for any illegal purpose.
2. The Vehicles shall not be used for towing, pushing or any purpose other than the transportation of passengers.
3. The Awarded Contractor shall not overload the Vehicles beyond their specified carrying capacity nor operate a Vehicle in an unsafe manner.
4. No other use may be made of the Vehicles dedicated to the City except as specifically authorized in writing by the City.
5. Drivers shall make sure that wheelchair lifts are functioning at ALL TIMES.
6. All Vehicles shall operate with headlights and taillights turned on while in Service.

7. City will designate specific stops along the routes described herein. Passengers shall be picked up and discharged only at these designated stops. Four-way flashers shall be used whenever the vehicle is stopped to load or unload passengers.
8. Service shall be provided to all orderly persons who comply with ridership rules and regulations established by the City. The Contractor shall not discriminate against any passenger because of race, color, religion or country of origin, age, gender, sexual preference or disability.
9. Passengers, especially the mobility impaired, shall be assisted, as necessary, from the curbside to a safe position on the vehicle while boarding, or in reverse while alighting the vehicle. An Operator shall not provide assistance to a passenger beyond the curbside. No assistance shall be required of an Operator, other than as specified above, if it necessitates leaving the driving position.
10. The Contractor will operate the service according to the projected service hours as established by the City. The City will be responsible for providing information to be displayed by the Contractor inside the vehicles. The proposed route(s) in this proposal have been developed by the City and are subject to modifications.

3.7 LEGAL HOLIDAYS

Legal Holidays for the City of Doral include the following:

New Year's Day
Martin Luther King's Birthday*
President's Day*
Memorial Day
Juneteenth
Independence Day/4th of July
Labor Day
Columbus Day*
Veteran's Day*
Thanksgiving Day
Friday after Thanksgiving Day*
Christmas Day

*Dates as indicated shall not be considered legal holidays for Awarded Contractor and service shall be provided.

3.8 OPERATIONS AND PERFORMANCE STANDARDS

Proposers are to refer to Exhibit B, "Operations and Performance Standards and Specifications". The City of Doral reserves the right to add, delete, modify, or change operations and performance standards. The City may add, delete, modify, or change the normal hours of operations (Monday - Sunday).

3.9 SYSTEM SPECIFICATIONS: CONTRACTOR RESPONSIBILITIES

The Contractor shall coordinate, manage, and control all applicable program activities which shall include provide drivers and all project personnel, train personnel as necessary, supervise all elements of on-street operation, and develop administrative procedures necessary for system operation.

The Contractor will obtain and provide all required state and local vehicle permits and license plates and ensure that all drivers are properly licensed for the service they are providing as applicable. The Contractor must also have all applicable state and local business licenses prior to the start of service.

The Contractor shall bear all cost of license plates and all other operating expenses incidental to the use of its own backup vehicles (including any leased vehicle) and in the operation of the vehicles (including City owned, e.g.: PMC stickers) to comply with all laws, regulations, rules and orders of lawfully constituted authorities.

The Contractor shall give the City and its assignees the right and privilege to inspect vehicles on the premises of the Contractor or wherever located whenever the City's judges such inspection may be proper.

The Contractor shall be liable for any penalties imposed on the City by local, state, and federal agencies due to the Contractor's failure to obtain the proper vehicle licenses or maintain vehicles in accordance with local, state, and federal regulations.

Services shall be managed by the Contractor in accordance with the guidelines and parameters established herein and the attachments hereto.

The Contractor shall be solely responsible for the satisfactory work performance of its employees and agents as described in this Request for Proposal or any reasonable performance standard established by the City.

The Contractor shall be solely responsible for payment of all employees' and/or subcontractor's wages and benefits, in accordance with the payment schedules established for this project. The Contractor's personnel wages and work hours shall be in accord with the local, county, and state regulations affecting such personnel.

Drivers and dispatch personnel shall be bilingual (English and Spanish).

3.10 VEHICLE OPERATORS (DRIVERS)

1. Vehicle operators must have a valid Florida CDL (chauffeurs or commercial) driver's license as well as any other licenses required by applicable federal, state, and local regulations. Vehicle operators must also have a medical examination certificate and pass drug testing. A vehicle operator who does not pass the medical and drug examination shall not be permitted to operate a vehicle.
2. Any vehicle operator shall be trained in all operational procedures relating to the Circulator Service, including thorough knowledge of the service area street network.
3. Drivers performance shall be tracked, through either software (software that will track the operator's driving behavior and/or lack of skills) or reports (including driver behavior through video, complaints, etc.) on a weekly basis, and training shall be recommended to improve these findings.
4. Drivers shall be fully trained in defensive driving and vehicle handling.
5. Drivers shall be trained in the special skills required to provide transportation to elderly and disabled individuals. Drivers shall also be trained to understand and practice the high quality of service required by the City.
6. Drivers shall assist passengers confined to wheelchairs in boarding and shall perform the tie downs.
7. Drivers shall be trained to operate all types of vehicles (including reserve vehicles owned by the Contractor) in the service, wheelchair lifts and secureness systems, and other equipment that they may be expected to use during service hours.
8. Regularly assigned drivers or trained back-up drivers shall be available and on time daily to ensure consistent and reliable service.
9. No vehicle operator shall take lunch hour or breaks inside or close by his/her vehicle. **Passengers must never be kept waiting**, except where schedules are maintained.
10. Drivers shall be dressed and groomed appropriately, and they shall be in a uniform acceptable to the City. Drivers shall wear identification tags clearly displaying their first name only while performing their duties.
11. Each driver and vehicle shall have an accurate timepiece available and in clear sight at all times during vehicle operation.
12. Drivers are required to have a thorough knowledge of traffic regulations along the route and the schedule time points.

13. Drivers need to be sensitive to ridership comforts, such as the interior temperature on their respective vehicle, cleanliness of vehicles, etc.

3.11 CONTRACTOR'S STAFFING LEVELS AND WAGES

The awarded Contractor shall be solely responsible for payment of all employees' and/or subcontractors wages and benefits. The Contractor's personnel wages and work hours shall be in accord with the local, county, and state regulations affecting such personnel.

3.12 CONTRACTOR'S PERSONNEL

1. All personnel assigned to this project shall be knowledgeable of the Circulator Service.
2. All project personnel shall maintain a professional, courteous attitude, answering to the best of their ability any passenger questions regarding the provision of service. **Discourtesy, rudeness, or the use of profanity will not be tolerated and shall be grounds for immediate removal of the offending employee from performing work within the program.**
3. Drivers and dispatchers shall accurately complete and submit the required daily reports.
4. Dispatch shall report to the City in a timely manner.
5. All personnel shall be required to attend quality/safety workshops as required by the City up to a maximum of eight hours per year per employee.
6. The Contractor shall provide manuals related to personnel policies and procedures and maintain an employee acknowledgment file with employee signature indicating they have read and fully understand its contents.

3.13 SYSTEM SAFETY AND SECURITY PROGRAM PLANS

The Contractor shall assume full responsibility for assuring that the safety of passengers, operations personnel, and vehicles and equipment are maintained at the highest possible level. The Contractor shall have a System Safety Program Plan (SSPP) and Security Program Plan (SPP) developed, which are required to comply with the 14-90 Florida Administrative Code (FAC) and FDOT requirements.

The City of Doral may have the Contractor update their plans to include elements of the City's SSPP and SPP.

The City of Doral will then provide oversight of the Contractor's Safety and Security Plans, to ensure that they are following the plans, as required.

3.14 INQUIRIES/COMPLAINTS

- 3.14.1 The City will utilize a systematic method for processing any telephone or email inquiries and/or complaints concerning the Circulator Service's schedule, frequency, stops, accommodations, etc. to maximize efficiency of response and processing.
- 3.14.2 The awarded Contractor will provide a step-by-step disciplinary procedure in the Operator's Handbook to handle complaints about service provided by the Operators.
- 3.14.3 Complaints received by the City will be forwarded to the Contractor's representative. A response from the Contractor regarding the complaint is required within forty-eight (48) hours after receipt of the complaint, including the outcome of complaint and any remedial actions, if are required.
- 3.14.4 If a driver is involved regarding a complaint, an acknowledged letter signed by the driver is also required, including his or her involvement, and any remedial actions.

3.15 LOST AND FOUND ITEMS

Throughout the day, following each route, the Contractor's driver shall inspect the interior of the trolley and collect any passenger property left behind, placing such items in a bin to be secured by the driver. It is the City's goal to return the property to the passenger.

At the end of each day, the contractor's driver shall take lost and found items back to the City's operations center for a hold of the items for a minimum of thirty (30) calendar days. Passengers may contact a city provided telephone number to inquire about lost articles.

3.16 ROAD SUPERVISION

The Contractor shall provide road supervision as required to monitor drivers, vehicles, quality of service, and adherence to all established routes and time schedules, and to respond to emergency calls.

3.17 ACCIDENT AND INCIDENT PROCEDURES

- 3.17.1 The Awarded Contractor shall develop, implement, and maintain formal and expedient procedures to respond to all accidents, disturbances, passenger injuries/fatalities, and any other service interruptions/failures. Awarded Contractor shall be responsible for reporting to the City as described below, any incidents that occur.
- 3.17.2 All traffic accidents involving vehicles/pedestrians, irrespective of injury, shall be immediately reported to the City of Doral Police Department. The Awarded Contractor will advise such agency of the accident and request a police unit to investigate the accident.

3.17.3 The City Transit Operations Manager shall be immediately notified by the Awarded Contractor of any accident or incident, especially those resulting in injury, in loss or damage to the City and/or private property. Written notification shall follow within 48 hours.

3.17.4 This written notification shall describe the sequence of events in detail and include reports by driver, attendant, witnesses, etc., and include police report, if and when it becomes available.

3.17.5 It will be the responsibility of the Awarded Contractor to provide follow-up reports in writing within required hours of reported incident - applicable to both property damage, injury and/or fatality.

3.18 EMERGENCIES OR NATURAL DISASTERS

In the event of an emergency or natural disaster, the City may require the Awarded Contractor to make available, to the maximum extent possible, transportation and communications services and facilities to assist the City in ameliorating such incidents. Any such use of the trolley vehicles for emergency response purposes must be pre-approved by the City and said approval must be secured in writing. To the extent the City requires the Awarded Contractor to provide such emergency services, the Awarded Contractor shall be relieved of the obligation to fulfill the duties and responsibilities of operating the current or any future trolley operations which may be established herein. Further, the Awarded Contractor shall be entitled to be paid reasonable compensation for providing such emergency services and facilities, provided however, that the amount of such compensation and time of its payment shall be mutually agreed upon by the Awarded Contractor and the City prior to the conclusion of the emergency or disaster, or at such other time as they may mutually agree upon.

3.19 OPERATIONS, MAINTENANCE, AND VEHICLE FACILITIES

The following facilities may be required to effectively manage and operate the Circulator Service.

1. A dispatch room and supervisor station;
2. Facility for setup of maintenance and secure storage of the City vehicles after hours;
3. Storage for the Contractor's vehicle maintenance (including cleaning supplies) equipment;
4. Fueling facilities to provide a dedicated source of fuel available in emergencies;
5. Break room for drivers and staff; and,
6. Showers and restroom facilities.

Prior to signing an Agreement with any of the Proposers, the City reserves the right and privilege to inspect the Proposer's closest maintenance and storage facility.

3.20 REPLACEMENT (BACKUP) VEHICLES

The awarded Contractor must provide three (3) additional trolley vehicles to serve as backups to the trolley vehicles that will be in service.

2.22.1 Contractor's vehicles for use as temporary replacement in the Circulator Service should meet all specifications as defined in this proposal and required by law. Transit vehicles must meet the requirements of Florida Administrative Code 14-90. The system fleet must meet all local, State and federal Americans with Disabilities Act requirements.

2.22.2 The awarded contractor backup vehicles provided must meet or exceed the current trolley's vehicle minimum specifications (Supreme Classic American, Hometown Trolley or Approved Equal).

2.22.3 The City and the proposer must schedule inspections of the backup vehicles prior to executing an agreement. Backup vehicles not meeting the minimum requirement will be deemed non-responsible and shall be cause for the City to negotiate with the next highest ranked firm.

2.23 CLEANING

The awarded Contractor shall provide all labor and materials necessary to keep the vehicles clean at all times, maintaining the vehicles at the highest levels and in a manner that is consistent with good business practices and the standards for condition and quality.

Awarded Contractor shall wash the exteriors of the vehicles, including support vehicles, and shall clean the interiors of the vehicles daily by picking up all litter, sweeping the floor, and cleaning the windows if required.

Awarded Contractor shall mop vehicle floors and clean all other interior items including seats, handrails, and windows as needed to maintain a clean vehicle. The interior passenger compartment shall be free of roaches and other insects or vermin as well as noxious odors from cleaning products. Awarded Contractor shall remove all graffiti from the exterior and interior of the vehicles immediately or as soon as it is practical, but no later than the start of the next day's service. If the graffiti is offensive or vulgar and cannot be removed, that vehicle shall be taken out of service immediately.

Awarded Contractor shall perform a deep cleaning which includes a detailed clean-up of the interior and exterior of all vehicles, at least once a week.

2.24 SERVICE STANDARDS

The Contractor shall strive to provide service in a manner that will maximize the productivity and at the same time provide exceptional customer service, with performance standards always a priority.

The Contractor and the City shall meet or discuss periodically to evaluate performance of the system based upon these standards. If the standards are not being fulfilled by the Awarded Contractor, they shall be adjusted based upon recommendations made by the City, with concurrence and final decision by the City.

Should it be found that the Contractor's performance has contributed to its failure to achieve these standards, the Contractor shall take all reasonable actions requested by the City to correct deficiencies in performance. Should deficiencies persist, the City will assess monetary penalties.

The Awarded Contractor will comply with all Circulator Service operational hours established by the City.

2.25 SUBSTANCE ABUSE TESTING

The awarded Contractor must implement a written Drug and Alcohol Testing program.

2.26 INITIAL VEHICLE INSPECTION

The City and the Contractor shall make arrangements as necessary to schedule inspections prior to executing an agreement. Backup vehicles not meeting the minimum requirement will be deemed non-responsible and shall be cause for the City to negotiate with the next highest ranked firm.

2.27 EXCLUSIVE USE

The awarded Contractor shall not enter into an agreement with any other third party for use of equipment and/or personnel dedicated to this service without the approval of the City.

2.28 MAINTENANCE

3.26.1 The Contractor must establish, submit for the City approval, and track vehicle maintenance goals and objectives. A general description of this program shall be submitted with the proposal with the detailed program submitted to the City for approval at least thirty (30) days before the first day of service provision.

3.26.2 The Contractor shall be responsible for all maintenance activities including but not limited to replacement parts and tires, oil and fluids change, filters, and cleaning of vehicle.

3.26.3 The Contractor shall maintain the vehicles in accordance with industry standards and warranty requirements to ensure safe, clean, attractive and efficient operation of the Vehicles at all times. Emergency Road call service, including towing of disabled vehicles, will be performed by the Awarded Contractor.

3.26.4 Scheduled maintenance tasks shall be related and be in accordance with FDOT preventative maintenance schedule (along with routine daily service performed during the fueling operations).

3.26.5 **PREVENTIVE MAINTENANCE.**

The Contractor shall submit with its proposal a written Preventive Maintenance (PM) Policy and Program Manual. The Awarded Contractor shall provide separate PM programs for the vehicle heating and air conditioning (HVAC).

Preventative work orders will be documented separately from regular maintenance services.

Preventative maintenance must be conducted accurately, and on-time according to the PM standards within the Contractor's Preventative Maintenance Manual and performed to FDOT Preventative maintenance standards, and PM records must be available for review by the City of Doral, AT ALL TIMES.

Elements of the PM program shall include (but not be limited to):

1. Daily pre- and post-trip inspections.
2. Daily servicing of fluid levels, tires, lights and minor mechanical problems. Brakes shall be checked weekly.
3. Periodic mechanical and safety inspections by mechanics and supervisors. Such inspections shall be documented and completed monthly or more often as indicated necessary by recurring problems.
4. Interval related servicing should be scheduled to reduce downtime and ensure maximum life and performance of Vehicle components. A minimum of the manufacturers' recommended intervals are required.
5. **The Awarded Contractor is responsible for the required inspections of all vehicles used for these services, if and when applicable. The Awarded Contractor shall schedule and deliver the Vehicles to a certified inspection station as required, if and when applicable without disrupting service.**
6. A major vehicle mechanical condition inspection and assessment of all Vehicles shall be conducted annually by the Awarded Contractor.

3.26.6 **PREVENTIVE MAINTENANCE OF HEATING AND AIR CONDITIONING,**

Periodic inspection and servicing checklists will be developed that conform at least to manufactures' most severe service recommendations and generally accepted best industry practices. The Awarded Contractor shall properly maintain operating HVAC systems on all vehicles at all times. No vehicle shall be permitted to enter service without a properly functioning heating or air conditioning system and the Awarded Contractor shall be expected to make all reasonable efforts to change out a

vehicle that experiences a malfunctioning heating or air-conditioning system while in service.

3.26.7 **MECHANICAL AND BODY REPAIRS.**

Within two (2) days of learning of damage or the need for any repairs, the Awarded Contractor will complete or cause to have completed all mechanical repairs found necessary to maintain the function of all components and features of the Vehicles unless otherwise directed in writing by the City.

1. Body and frame repairs, inclusive of necessary painting, will be inspected and certified in writing as completed by the garage performing the work prior to returning the Vehicle to service.
2. Minor body damage repairs shall be repaired as soon as possible, but not to exceed two (2) weeks, subject to the availability of OEM parts when needed.
3. Major body damage shall be repaired before returning the Vehicle to service, not to exceed five (5) weeks out of service, subject to the availability of OEM parts when needed.
4. Repairs to non-working items that relate to safety shall be completed prior to returning the vehicle to service. Failure of safety related items on a vehicle while performing service shall require immediate removal of the Vehicle from service for repair. These items shall include legally required lights, working brakes, tire tread depth or condition or any other mechanical condition that may have an effect on continued safe operation of a Vehicle.
5. The Awarded Contractor shall be responsible for providing any towing services necessary to complete repairs required. Such services shall be done in a safe manner that will not cause damage to the Vehicle, its structure or components.

3.26.8 **GENERAL REPAIRS**

Awarded Contractor shall provide as required all general repairs to vehicles provided by this Contract. This includes replacement of items that are or appear to be worn out (such as seat covers).

3.26.9 **REPAIR STANDARDS**

In conducting necessary repairs, the Contractor will warrant that:

1. Qualified maintenance personnel, utilizing appropriate tools and equipment, trained to complete such work have conducted the repairs;

2. The repairs have been conducted to the best available standards of quality; and Original Equipment Manufacturers (“OEMs”) approved parts have been used to affect the repairs.

3.26.10 **PARTS, LUBRICANTS, SUPPLIES**

The Contractor, at its sole cost and expense, shall maintain stores of and provide lubricants, repairs, parts, and supplies required for the maintenance and operation of all vehicles.

3.26.11 **INVENTORIES**

The Contractor shall maintain reasonable inventory levels to assure timely repair of vehicles/equipment. The Contractor’s supplied parts inventory shall remain the property of the Contractor upon completion of the term of this Contract, and the Authority and follow on Contractor shall have first right of refusal for the purchase of any remaining inventory.

Contractor shall submit a Parts and Warehousing Plan to the City for approval, including, at a minimum, loss prevention, shelf-life, and a critical items list. A general description of this program shall be submitted with the proposal with the detailed program submitted to the City for approval at least thirty (30) days before the first day of service provision.

3.26.12 **SUPPLIES AND PROGRAM**

The Proposer shall supply all tools and equipment of every kind, ample in quantity and capacity, in good working order and suitable in character to carry out the work or services of his contract according to an approved program.

3.26.13 **TIRES**

Vehicles will arrive at the Contractor’s facility with the City owned tires. The Contractor will be responsible for replacing tires for all vehicles.

3.26.14 **MODIFICATION AND REPAIR OF DESTINATION SIGNS**

The Contractor shall perform any required maintenance to ensure proper operation of all vehicle destination signs. In the event of route changes that affect the destination sign readings, the City will notify the Contractor of changes in writing and the Contractor will revise the destination sign to reflect that change. The Contractor will be responsible for equipment necessary to update these signs.

3.27 **VARIATIONS AND OEM**

No variation or vehicle system modifications will be allowed without written authorization from the City. Only original equipment manufacturer (OEM) parts and supplies may be

used unless the Awarded Contractor submits a written request to the City, with all relevant documentation, for a specific case-by-case waiver from this requirement and is granted that request. As a result of the required vehicle repairs, the Awarded Contractor shall ensure that all reassembly tasks are performed in such a manner that the vehicle remains in the OEM configuration as it was received. This includes but is not limited to the wiring configuration and clamping, powertrain components, and body assembly.

3.28 VEHICLE RECORDS

The Contractor shall maintain a complete individual vehicle history of every vehicle provided by the City. The Contractor is responsible for keeping the vehicle maintenance file current throughout the term of the Contract and shall make available complete copies of all files available to the City at the end of the contract, and at all times. The City or its agent shall have reasonable access to all vehicle maintenance records during planned or unannounced visits or inspections of the Contractor's facility for the duration of the Contract.

The Contractor shall maintain records to document the following (but, not limited to):

1. The completion of required inspections;
2. The timely execution of scheduled servicing;
3. Major repairs and replacement of Vehicle components
4. Use of parts and components;
5. Unscheduled maintenance:
6. Accident repairs and body work;
7. Warranty work and claims;
8. Fuel and oil and fluids consumption on a unit per Vehicle basis;
9. Vehicle mileage and hours of operation;
10. Tire and brake life;
11. Hours of operation;
12. Frequency of service provided;
13. Days of operation;
14. Total actual vehicle miles – the total miles a vehicle travels including any deadhead;
15. Total actual vehicle revenue miles, if applicable – the total miles the vehicle travels while in revenue service, excluding any deadhead;
16. Total actual vehicle revenue hours, if applicable – the total hour the vehicle travels while in revenue service, excluding any deadhead;
17. Total scheduled vehicle revenue miles – the total vehicle revenue miles computed from the scheduled service excluding deadhead, service interruptions, and special additional services;
18. Unlinked passenger trips – the number of passengers who board the public transportation vehicles (as determined by an actual 100% count or by a Federal Transit Administration (“FTA”) approved sampling procedure);
19. Passenger Miles – the sum of the distances ridden by each passenger;
20. Cost per rider;
21. Ridership for each route;
22. Preventative maintenance.

3.29 VEHICLE DEFECT RECORDS

The Contractor shall maintain records regarding any vehicle defect that occurs. Vehicle defect cards shall be made available to operators and staff on all vehicles operated under this Contract.

A vehicle defect report shall be completed as part of the pre-trip inspection on each vehicle and after service and filed chronologically by vehicle number. Operators will turn in defect cards prior to and after each shift to the contractor's staff person who is charged with reviewing each card to prevent trolleys with problems from going out on next shift assignment. Original vehicle defect reports shall be kept on file.

3.30 WARRANTY CLAIMS

The Contractor shall be responsible for documenting, filing and executing all warranty claims with the OEMs and component manufacturers. The Contractor must ensure that all vehicle manufacturer warranty work is accomplished to guarantee the City compliance with necessary warranty requirements. Awarded Contractor shall track all warranty work including parts and labor and submit claims for reimbursement to the manufacturer/supplier. Awarded Contractor shall be responsible for defending claims and diligently pursuing claims that, in the City's, its agent's, or the Contractor's opinion are unjustifiably denied. The City may have its maintenance auditor review vehicle records to ensure warranty claims are being properly recorded, submitted, and defended.

VEHICLE ENGINE/POWERTRAIN REPLACEMENT

Warranty reimbursement for the replacement of components still under warranty will be the responsibility of the Contractor. Powertrain component replacements and repairs for non-warranty items will be the Contractor's responsibility. All repairs and replacements shall be completed within two weeks of failure or request for replacement, unless otherwise approved.

3.31 QUALITY ASSURANCE AND AUDITS

The City shall have immediate and unrestricted access to all vehicles and vehicle maintenance records during planned or unannounced visits or inspections to vehicles and Awarded Contractor's facility for the duration of the Contract. The Contractor shall immediately remove from operation any bus that is determined by the City to be in need of repair, cleaning, or other action.

3.32 RESPONSIBILITY

The City shall not be required to repair, replace, or maintain any vehicle at this time. Awarded Contractor shall be fully responsible for all repairs, maintenance, and replacement of all vehicles during the term of the Contract, including timely replacement of vehicles damaged beyond repair.

3.33 FUEL

The Contractor will be responsible for supplying all vehicle fuel unless otherwise directed by City. The fuel used for buses must comply with all fuel requirements.

3.34 PAINTING OF VEHICLES

Vehicles will be delivered with special paint or decaling scheme for Circulator service. It will be the Contractor's responsibility to maintain the color scheme, with painting/decaling as needed, throughout the life of the contract.

3.35 CITY INSPECTIONS

3.35.1 The City shall have the right and authority to periodically conduct, with or without prior notice, inspections of the Vehicles and Awarded Contractor maintenance records and procedures. The City shall order necessary and reasonable revisions to such procedures as determined to be in the best interests of the City.

1. All mechanical defects identified by a City inspection shall be corrected within two (2) days;
2. Vehicles with safety defects that would impair safe operations shall be removed from Service immediately and the problem corrected, and
3. Minor damage to the body of a Vehicle shall be repaired by the Contractor. During the term of the Contract, the City may utilize a maintenance auditor to provide expert review of the Contractor's maintenance practices and to audit the condition of the City's vehicles at time intervals no less than quarterly. *These auditors may or may not be the City employees.* These fleet audits will include extensive vehicle inspections, utilizing the pits and lifts of the facility, and also involve inspection of maintenance documentation and Awarded Contractor's procedures. Fluid analysis will be involved. The Contractor must provide full cooperation to these consultants, arrange for efficient use of their time through facility and vehicle access, supply personnel to move vehicles, and make on-the-spot repairs, adjustments, etc.

3.35.2 Access to Reports – The City intends for these audits to not only act as an independent monitoring of the Contractor's maintenance efforts, but also as a method for the Contractor to demonstrate constant improvement. Audit reports will be available to the Contractor and the consultants will provide follow-up meetings and suggestions.

3.35.3 Fluid Analysis – The City shall notify the Contractor at least 48 hours in advance regarding the upcoming collection of oil, transmission, coolant, or other fluids for analysis as part of an audit. During this 48 hour period, the Contractor must inform

the City of any scheduled preventive maintenance on any bus which might affect the samples to be tested.

- 3.35.4 Repairs – Any deficiencies in the vehicle fleet identified by the audits shall be repaired by the Contractor. Within 10 days after notification of such deficiencies, the Contractor shall present a written repair schedule/timeline to the City for approval. Failure to submit such a schedule or to not complete the repairs according to an approved schedule will permit the City to procure a third party to complete such work at the Contractor's expense. Any deficiencies that render a vehicle "deadlined" shall be repaired immediately.
- 3.35.5 Protest – In the event the Contractor disputes the independent auditor's findings or believes for other reasons that the City should reimburse the Contractor for such repairs, the Contractor may seek the City's approval of a third party paid for by the Contractor and approved by the City, to provide a second opinion. With assistance from the City's auditor, the City will consider additional opinions and attempt to resolve the issue. If the dispute cannot be resolved within a reasonable timeframe, the decision of the City shall be final. Under no circumstances shall the Contractor be relieved of its responsibility for fully complying with adequate equipment requirements to meet service needs during such protest periods.

END OF SECTION

SECTION 4

PROPOSAL SUBMITTAL FORM RFP No. 2023-03

THIS FORM IS REQUIRED

1. The undersigned Proposer proposes and agrees, if this Proposal is accepted, to enter into an agreement with The City of Doral to perform and furnish all goods and/or services as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this RFP and in accordance with the other terms and conditions of the Contract Documents.
2. Proposer accepts all of the terms and conditions of the Advertisement or Request for Proposals and Instructions to Proposers, including without limitation those dealing with the disposition of Bid Security. This Proposal will remain subject to acceptance for 90 days after the day of Proposal opening. Proposer agrees to sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within ten days after the date of City's Notice of Award. (If applicable)
3. In submitting this Proposal, Proposer represents, as more fully set forth in the Agreement, that:

- (a) Proposer has examined copies of all the Proposal Documents and of the following Addenda (receipt of all which is hereby acknowledged.)

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

- (b) Proposer has familiarized themselves with the nature and extent of the Contract Documents, required goods and/or services, site, locality, and all local conditions and Law and Regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.
- (c) Proposer has carefully studied all reports and drawings of subsurface conditions and drawings of physical conditions.
- (d) Proposer has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies (in addition to or to supplement those referred to in (c) above) which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance, or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, and no additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by Proposer for such purposes.

- (e) Proposer has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents.
 - (f) Proposer has given the City written notice of all conflicts, errors, discrepancies that it has discovered in the Contract Documents and the written resolution thereof by the City is acceptable to Proposer.
 - (g) This Proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false or sham Proposal; Proposer has not solicited or induced any person, firm or corporation to refrain from submitting; and Proposer has not sought by collusion to obtain for itself any advantage over any other Proposer or over the City.
4. Proposer understands that the quantities provided are only provided for proposal evaluation only. The actual quantities may be higher or lower than those in the proposal form.
5. Proposed Costs RFP#2023-03

Description		Unit of Measure	Estimated Hours	Per Hour Cost	Year Cost:
5.1	Furnish Labor, Operation and Maintenance of Vehicles, including Diesel Fuel, Storage of Trolleys	* Trolley Hour	44,700 hrs	\$_____/ hr.	\$_____/year
5.2	Furnish Labor, Operation and Maintenance of Vehicles, Bio-diesel Fuel, Storage of Trolleys	* Trolley Hour	44,700 hrs	\$_____/ hr.	\$_____/year

*A trolley hour is defined as one trolley in service for a one hour period.

6. Evaluation of RFP shall be based on base bid amount item no. 5.1. The Bid Form shall be filled out, no line items shall be left blank or will proposer's bid will be deemed nonresponsive. Bid Bond shall be submitted based on 5% total of item 5.1.

Certification that the person signing the proposal is entitled to represent the firm, empowered to submit the bid and authorized to sign a contract with the City.

SIGNATURE IS REQUIRED

Signature of Official: _____

Name (typed): _____

Title: _____

Firm: _____

Date: _____

I understand that a "person" as defined in Para. 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding Contract and which Bids or applies to Bid on Contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "persons" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of any entity.

SECTION 5.0

PROPOSAL FORMAT

Proposals must be submitted electronically through DemandStar or Vendor Registry by 10:00 a.m. Wednesday, May 17, 2023. **Any proposal received after the due date and time specified, will not be considered.**

Proposals should be prepared by providing straightforward, concise descriptions of capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content with sufficient detail to allow for accurate evaluation and comparative analysis.

Response should include a Table of Contents, which includes a clear identification of the material by section and/or by page number.

Provide the required information in the following order for each of the below items:

5.1 Cover Letter and Executive Summary

Include the name of your agency/firm, address, telephone number, and name of contact person, email address, date, and the subject: **“RFP No. 2023-03 Operations & Maintenances Services for Doral Trolley Circulator System”**.

This letter should summarize in a brief and concise manner, the Respondent's understanding of the scope of work and make a positive commitment to timely perform the work.

The letter must name all of the persons authorized to make representations for the Respondent including the titles, addresses, and telephone numbers of such persons. An authorized agent of the Respondent must sign the Letter of Transmittal indicating the agent's title or authority. The letter should not exceed one page in length.

5.2 QUALIFICATIONS AND EXPERIENCE

- 1) Provide a complete history and description of your company, including, but not limited to, the number of years in business, size, number of employees, copy of applicable licenses/certifications, credentials, capabilities and capacity to meet the City's needs. Include any related or affiliated firms.
- 2) Describe in detail the Proposer's national, regional and local involvement in the transportation industry.
- 3) Describe the Proposer's relevant experience in providing similar scope of services to public sector agencies in the ten years, particularly to municipal/local governments.

- 4) Describe any other business affiliations (e.g., subsidiaries, joint ventures, arrangements).
- 5) List all memberships in trade associations and member involvement.

5.3 **MANAGEMENT STRUCTURE AND KEY PERSONNEL**

- 1) Provide a summary organizational chart showing your team. Identify the primary contact/project manager and describe the roles of each key person.
- 2) Provide a spreadsheet showing all key professionals who will be directly responsible for services to the City. Include the following information: title, number of years at your firm, total number of years of experience with public entities, professional designations or licenses and peer review evaluations.
- 3) Provide a summary of the qualifications, copy of applicable licenses/certifications, and experience of all proposed key personnel that will perform supervisory, management or oversight responsibilities. Include resumes (listing experience, education, licenses/certifications) for your proposed key personnel and specify the role and responsibilities of each team member in providing the services outlined in the RFP.
 - A. Qualifications and experience of the individual(s) who will provide the services shall be shown on Resumes. Each resume shall be no more than one page. Members of the selection committee shall be instructed to disregard any information provided on additional pages. The resume portion of the submittal shall not count toward the 15-page limit.

5.4 **PROPOSER'S APPROACH, WORK PLAN, SUBCONTRACTORS**

- 1.) Describe your firm's approach/ methodology on this project.
- 2.) Describe in detail the Proposers management plan for monitoring, reporting to and providing the services requested by the City.
- 3.) Describe the type of deliverables you propose to present, and how the firm will communicate effectively with the city?
- 4.) Indicate any subcontractors, if any and in what capacity will they be used to complete the work.
- 5.) What are the primary strategies employed by your firm for adding value?
- 6.) Briefly describe any additional feature, attributes or conditions, which City should consider in selecting your firm.

5.5 STAFFING PLAN – OPERATIONS & MAINTENANCE

- 1) Include your Staffing plan including number of specified positions.
- 2) Include a copy of all Mechanical and Maintenance Certifications,
- 3) Include your firm's written Preventive Maintenance (PM) Policy and Program Manual.
- 4) Describe your Employee Retention and Incentive Program.

5.6 CLIENT REFERENCES

- 1) Provide a minimum of three (3) references and a maximum of five (5) from public sector agencies, particularly municipal/local government, for which Proposer has performed similar scope of services in the past three years.
 - A. Proposers are responsible for forwarding the Solicitation Reference Surveys to selected references. Forms must be completed and returned directly to procurement@cityofdoral.com.
- 2) Provide a list with contact information of public sector clients, if any, that have discontinued use of Proposer's services within the past two (2) years and indicate the reasons for the same. The City reserves the right to contact any reference as part of the evaluation process.

5.7 REQUIRED FORMS, ATTACHMENTS AND VALUE-ADDED BENEFITS

1. All required Section 7.0 forms, attachments, licenses and certificates of insurance – shall be included in a labeled section.
2. Discuss value-added benefits that set your firm apart including unique service offerings, use of technology, community services, etc. Include descriptions, letters, press releases, brochures and flyers that will assist the City in evaluating the proposal.

SECTION 6

EVALUATION METHOD AND CRITERIA

- 6.1** The Procurement Division shall review all Proposal submissions for responsiveness to the requirements of the RFP. The evaluation will consist of, but not be limited to, Proposer willingness and ability to provide all services requested under the conditions stated in this RFP.

All proposals will be reviewed and evaluated by an Evaluation Committee to be designated by the City Manager. The proposals shall be evaluated based on the criteria below in order to determine the proposal or proposals that are in the best overall interest of the City.

Award will be made to responsible firms possessing the potential ability to perform successfully under the terms and conditions of these specifications. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, references, and financial and technical resources. Proposers must be regularly engaged in the trade or trades relating to the proposals submitted. The Evaluation Committee will evaluate all responsive proposals based upon the information and references contained in the proposals as submitted.

The selection of a Proposer with who to contract shall be based on the proposal most advantageous to the City based on the “best value to the City” using the following criteria:

6.2 ORAL PRESENTATIONS / INTERVIEWS / FACILITY VISITS

Upon completion of the initial criteria evaluation ranking, the Committee may elect to shortlist all responsive proposals and may proceed with conducting oral presentation(s) with the Proposer(s) which the Evaluation Committee deems to warrant further consideration.

For further clarification, the City may require each finalist to provide discussions, interviews, phone conferences, oral presentations, and clarification of the Proposal submitted. This information will allow each firm/individual an opportunity to provide the Evaluation Committee additional insight regarding their proposal and that of the qualifications of the firm/individual.

The Evaluation Committee will then re-evaluate and re-score the finalist’s proposals. The City also reserves the right to request additional materials of Proposers, including, but not limited to, financial statements, etc.

Should the City require such oral presentation(s), the Proposer will be notified seven (7) days in advance of appearing before the Evaluation Committee.

The points awarded for each Evaluation Criteria will be totaled and tabulated to determine the top ranked firm/individual.

EVALUATION CRITERIA	MAXIMUM POINTS
Qualifications and Experience (Section 5.2)	10
Management Structure and Key Personnel (Section 5.3)	15
Proposer's Approach, Work Plan, Subcontractors (Section 5.4)	20
Staffing Plan – Operations & Maintenance (Section 5.5)	15
References (Section 5.6)	10
<u>FEE PROPOSAL:</u> Hourly service rate, to be all inclusive and invoiced monthly.	30
<u>TOTAL POSSIBLE POINTS</u>	100 pts

Each fee proposal shall be scored as follows:

*Sample Objective Formula for Fee Proposal				
Vendor	Total Proposed Cost	Example Maximum Allowable Points	Formula for Calculating Points (lowest cost / cost of proposal being evaluated X maximum allowable points = awarded points) Round to the nearest tenth	Total Points Awarded
Vendor A	\$100.00	30	$\$100 / \$100 \times 30 = 30$	30
Vendor B	\$150.00	30	$\$100 / \$150 \times 30 = 20$	20
Vendor C	\$200.00	30	$\$100 / \$200 \times 30 = 15$	15

EXTRA POINTS: Points will be added for the following criteria (max 5 points):

- Proposer is headquartered or has an office in City of Doral 2.5 Points
- Proposer is a Certified Veteran Business Enterprise as Defined in Florida Statute 295.1872 2.5 Points

END OF SECTION

SECTION 7

FORMS / DELIVERABLES

THE FOLLOWING MATERIALS ARE CONSIDERED ESSENTIAL AND NON-WAIVABLE FOR ANY RESPONSE TO THE REQUEST OR PROPOSAL

PROPOSERS SHALL SUBMIT THE SUBSEQUENT FORMS IN THE EXACT SEQUENCE PROVIDED, INCLUDING INSERTION OF DOCUMENTS WHERE SPECIFIED.

LIST OF ATTACHED FORMS:

1. Proposer Submittal Form (Section 4)
2. Acknowledgement of Addendum
3. Conflict of Interest Disclosure Form
4. RFP Reference Survey
5. Proposer Information Worksheet
6. Proposer Qualification Statement
7. E-Verify Program Form
8. Business Entity Affidavit
9. Non-Collusion Affidavit
10. No Contingency Affidavit
11. Americans with Disabilities Act (ADA) (Disability Non-Discrimination Statement)
12. Public Entity Crimes (Sworn Statement)
13. Drug Free Workplace Program
14. Copeland Act Anti-Kickback Affidavit
15. Equal Employment Opportunity Certification
16. Cone of Silence Certification
17. Proposer/ Proposer Certification
18. Certificate of Authority
19. Certificate as to Corporate Principal
20. Acknowledgement of Conformance with OSHA Standards
21. [IRS Form W-9](#) - Request for Taxpayer Identification Number and Certification
22. Minimum Insurance Requirements Acknowledgment

ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

PART I:

LIST BELOW THE DATES OF ISSUE FOR EACH ADDENDUM RECEIVED IN CONNECTION WITH THIS RFP.

Addendum #1, Dated _____

Addendum #2, Dated _____

Addendum #3, Dated _____

Addendum #4, Dated _____

Addendum #5, Dated _____

Addendum #6, Dated _____

Addendum #7, Dated _____

Addendum #8, Dated _____

PART II:

☐ NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS RFP.

FIRM NAME: _____

AUTHORIZED SIGNATURE: _____ **DATE:** _____

TITLE OF OFFICER: _____



CONFLICT OF INTEREST DISCLOSURE FORM

All business entities ("Vendor") interested in or conducting business with the City of Doral, must complete and return the Conflict-of-Interest Disclosure Form.

Please note that all business entities interested in or conducting business with the City are subject to comply with the City of Doral's conflict of interest policies as stated within the certification section below.

If a vendor has a relationship with a City of Doral official or employee, an immediate family member of a City of Doral official or employee, the vendor shall disclose the information required below.

1. No City official or employee or City employee's immediate family member has an ownership interest in vendor's company or is deriving personal financial gain from this contract.
2. No retired or separated City official or employee who has been retired or separated from the City for less than one (1) year has an ownership interest in vendor's Company.
3. No City employee is contemporaneously employed or prospectively to be employed with the vendor.
4. Vendor hereby declares it has not and will not provide gifts or hospitality of any dollar value or any other gratuities to any City employee or elected official to obtain or maintain a contract.

Conflict of Interest Disclosure*	
Name of City of Doral employees, elected officials, or immediate family members with whom there may be a potential conflict of interest: _____ _____	<input type="checkbox"/> Relationship to employee <input type="checkbox"/> Interest in vendor's company <input type="checkbox"/> Other (please describe below): _____ _____ <input type="checkbox"/> No Conflict of Interest

**Disclosing a potential conflict of interest does not disqualify vendors. In the event vendors do not disclose potential conflicts of interest and they are detected by the City, vendor will be exempt from doing business with the City.*

I certify that this Conflict-of-Interest Disclosure has been examined by me and that its contents are true and correct to my knowledge and belief and I have the authority to so certify on behalf of the Vendor by my signature below:		
Vendor Name		Vendor Phone Number
Signature of Vendor Authorized Representative	Date	Printed Name of Vendor Authorized Representative



CITY OF DORAL PROCUREMENT
RFP Reference Survey
RFP No. 2023-18
SERVICES FOR DORAL TROLLEY CIRCULATOR SYSTEM

Reference Name:		To: Procurement Division Manager
Company:		Due Date: May 19, 2023
Phone No.:		Total #. Of Pages: 1
Fax No.		Ph. #: 305-593-6725
Email:		Email: Procurement@cityofdoral.com
Subject:	Reference for work completed regarding Operations & Maintenance Services for Trolley Circulator System	
Additional Details: _____		
<p>You as an individual or Your company has been given to us as a point of contact for a reference on a project completed for you (identified above). Description of City of Doral Project:</p> <p><i>By way of this RFP, the City is soliciting Request for Proposals from qualified and interested parties for the provision of Operations & Maintenance Services for Doral Trolley Circulator System</i></p>		
Company you are providing a reference for: _____		
	Indicate:	“YES” or “NO”
1. Was the scope of work performed similar in nature?		
2. Did this company have the proper resources and personnel by which to get the job done?		
3. Were any problems encountered with the company’s work performance?		
4. Were any change orders or contract amendments issued, other than owner initiated?		
5. Was the job completed on time based on the original established timeline?		
6. Was the job completed within budget based on the original established budget?		
7. On a scale of one to ten (1-10), ten being best, how would you rate the overall work performance, considering professionalism, final product, personnel, resources. Rate from 1 to 10 (10 being the highest)		
8. If the opportunity were to present itself, would you rehire this company?		
9. Please provide any additional comments pertinent to this company and the work performed for you: 		
<p>Please Complete and Return to the Attention of: Procurement@cityofdoral.com Subject: Reference for RFP No. 2023-03 – Operations & Maintenance Services for Doral Trolley Circulator System</p>		

PROPOSER INFORMATION WORKSHEET

RFP No. 2023-03

COMPANY/AGENCY/FIRM NAME: _____

ADDRESS: _____

BUSINESS EMAIL ADDRESS: _____ **PHONE No.:** _____

CONTACT PERSON & TITLE: _____

CONTACT EMAIL ADDRESS: _____ **PHONE No.:** _____

BUSINESS HOURS: _____

BUSINESS LEGAL STATUS: (circle one) CORPORATION / PARTNERSHIP / JOINT VENTURE / LLC

BUSINESS IS A: (circle one) PARENT / SUBSIDIARY / OTHER _____

DATE BUSINESS WAS ORGANIZED/INCORPORATED: _____

ADDRESS OF OFFICE WHERE WORK IS TO BE DONE FOR THIS PROJECT

(if different from address provided above):

INDIVIDUALS(S) AUTHORIZED TO MAKE REPRESENTATIONS FOR THE PROPOSER:

_____ (First, Last Name)	_____ (Title)	_____ (Contact Phone Number)
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_____ (First, Last Name)	_____ (Title)	_____ (Contact Phone Number)
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_____ (First, Last Name)	_____ (Title)	_____ (Contact Phone Number)
-----------------------------	------------------	---------------------------------

SIGNATURE: _____ **DATE:** _____

PRINT NAME: _____ **TITLE:** _____

RFP No. 2023-03

The Proposer's response to this questionnaire will be utilized as part of the City's overall Bid Evaluation to ensure that the Proposer meets, to the satisfaction of the City of Doral, the minimum requirements for participating in this solicitation.

ON THE FORM BELOW, PROPOSER MUST PROVIDE DETAILS FULFILLING ABOVE MINIMUM EXPERIENCE REQUIREMENTS. IT IS MANDATORY THAT PROPOSERS USE THIS FORM IN ORDER TO INDICATE THAT THE MINIMUM EXPERIENCE REQUIREMENT IS MET. NO EXCEPTIONS WILL BE MADE.

- | | | |
|----|-----------------------|-----------------------|
| 1. | Project Name/Location | |
| | Owner Name | |
| | Contact Person | |
| | Contact Telephone No. | |
| | Email Address: | |
| | Yearly Budget/Cost | |
| | Dates of Contract | From: _____ To: _____ |
| | Project Description | |
| | | |
| | | |
| 2. | Project Name/Location | |
| | Owner Name | |
| | Contact Person | |
| | Contact Telephone No. | |
| | Email Address: | |

Yearly Budget/Cost _____

Dates of Contract From: _____ To: _____

Project Description _____

3. Project Name/Location

Owner Name _____

Contact Person _____

Contact Telephone No. _____

Email Address: _____

Yearly Budget/Cost _____

Dates of Contract From: _____ To: _____

Project Description _____

4. Project Name/Location

Owner Name _____

Contact Person _____

Contact Telephone No. _____

Email Address: _____

Yearly Budget/Cost _____

Dates of Contract From: _____ To: _____

Project Description _____

5. Project Name/Location _____

Owner Name _____

Contact Person _____

Contact Telephone No. _____

Email Address: _____

Yearly Budget/Cost _____

Dates of Contract From: _____ To: _____

Project Description _____

END OF SECTION

E-VERIFY PROGRAM

Employment Eligibility Verification: (as amended at 74 FR 2731) requires, as applicable, a condition for the award of any Federal contract at \$250,000 or greater, for Vendor to certify they are enrolled in, and is currently participating in, E-Verify or any other equivalent electronic verification of work authorization program operated by the U.S. Department of Homeland Security and does not knowingly employ any person who is an unauthorized alien in conjunction with the contracted services. A breach in compliance with immigration laws and regulations shall be deemed a material breach of the contract and may be subject to penalties up to and including termination of the contract.

Declaration

1. I have reviewed 48 CFR 52.222-54 and have sufficient knowledge of the personnel practices of the Business Entity to execute this Declaration on behalf of the Business Entity.
2. The Business Entity has legal counsel and has had the opportunity to consult that counsel, and accordingly it has not relied on the Governmental Entity's advice or counsel in complying with the legal requirements addressed in this Declaration.
3. The Business Entity is enrolled in and uses the federal E-Verify program to verify the eligibility to work of all newly hired employees of the Business Entity. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <https://www.e-verify.gov/>.
4. The Business Entity does not knowingly employ applicants or retain in its employ a person whose immigration status makes them ineligible to work for the Business Entity.
5. The Business Entity has verified that any subcontractors utilized to deliver services to the Governmental Entity through the Business Entity's contract with the Governmental Entity use the E-Verify system and do not knowingly employ persons whose immigration status makes them ineligible to work for the subcontractor.
6. As an authorized agent of the Business Entity, I acknowledge notice that 48 CFR 52.222-54 requires that the Business Entity's compliance with the terms of this Declaration be incorporated into the Business Entity's contract for services with the Governmental Entity, and if the Business Entity fails to remedy a violation of this provision of its contract for services with the Governmental Entity within the thirty (30) day period prescribed in 48 CFR 52.222- 54, violation of this term of that contract for services requires termination of that contract and that the Business Entity is liable to the Governmental Entity for actual damages.

[48 CFR 52.222-54](#)

I declare under penalty of perjury, a Class D Felony, that the foregoing representations are true.

Company Name

Respondent Name (Printed)

Respondent Signature

Date Signed

BUSINESS ENTITY AFFIDAVIT
(VENDOR / PROPOSER DISCLOSURE)
RFP No. 2023-03

I, _____, being first duly sworn state:

The full legal name and business address of the person(s) or entity contracting or transacting business with the City of Doral ("City") are (Post Office addresses are not acceptable), as follows:

FEDERAL EMPLOYER IDENTIFICATION NUMBER (IF NONE, SOCIAL SECURITY NUMBER)

Name of Entity, Individual, Partners, or Corporation

Doing business as, if same as above, leave blank

STREET ADDRESS SUITE CITY STATE ZIP CODE

OWNERSHIP DISCLOSURE AFFIDAVIT

1. If the contact or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. All such names and addresses are (Post Office addresses are not acceptable), as follows:

<u>Full Legal Name</u>	<u>Address</u>	<u>Ownership</u>
_____	_____	_____%
_____	_____	_____%
_____	_____	_____%

2. The full legal names and business address of any other individual (other than subcontractors, material men, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial or otherwise) in the contract or business transaction with the City are (Post Office addresses are not acceptable), as follows:

Signature of Affiant

Date

Printed Name of Affiant

The foregoing affidavit was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, _____(year), by _____ who is personally known to me or who has produced a Florida driver's license as identification.

Personally known _____

OR

Produced identification _____

Notary Public-State of _____

Type of Identification

My commission expires: _____

Printed, typed, or stamped commissioned name of Notary Public

NON-COLLUSION AFFIDAVIT

RFP No. 2023-03

State of _____)
) SS
County of _____)

BEFORE ME, the undersigned authority, personally appeared _____, who, after being duly sworn, deposes and states that all of the facts herein are true:

- (1) He/She/They is/are the _____
(Owner, Partner, Officer, Representative or Agent) of _____, the PROPOSER that has submitted the attached Bid;
- (2) He/She/They is/are fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or Sham Bid;
- (4) Neither the said PROPOSER nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other PROPOSER, firm, or person to submit a collusive or sham Bid in connection with the Work for which the attached Bid has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any PROPOSER, firm, or person to fix any overhead, profit, or cost elements of the Bid or of any other PROPOSER, or to fix any overhead, profit, or cost elements of the Bid Price or the Bid Price of any other PROPOSER, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work; and
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the PROPOSER or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

FURTHER AFFIANT SAYETH NOT

By:

Print Name:

The foregoing affidavit was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, _____(year), by

who is personally known to me or who has produced a Florida driver's license as identification.

Personally known _____

OR

Produced identification_____

Notary Public-State of _____

My commission expires:

Type of Identification

Printed, typed, or stamped commissioned name of Notary Public

NO CONTINGENCY AFFIDAVIT
RFP No. 2023-03

State of _____)
SS)
County of _____)

BEFORE ME, the undersigned authority, personally appeared _____, who, after being duly sworn, deposes and states that all of the facts herein are true:

- (1) He/She/They is/are _____ Owner, Partner, Officer, Representative or Agent) of the PROPOSER that has submitted the attached Bid;
- (2) Proposer warrants that neither it, nor any principal, employee, agent, representative or family member has promised to pay, and Firm has not, and will not; pay a fee the amount of which is contingent upon the City of Doral awarding this contract. Firm warrants that neither it, nor any principal, employee, agent, representative has procured, or attempted to procure, this contract in violation of any of the provisions of the Miami-Dade County conflict of interest and code of ethics ordinances; and
- (3) Further, Firm acknowledges that a violation of this warranty may result in the termination of the contract and forfeiture of funds paid, or to be paid, to the Firm, if the Firm is chosen for performance of the contract.

FURTHER AFFIANT SAYETH NOT

By: _____

Print Name: _____

The foregoing affidavit was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, _____ (year), by _____ who is personally known to me or who has produced a Florida driver's license as identification.

Personally known _____

OR

Produced identification _____

Notary Public-State of _____

Type of Identification

My commission expires: _____

Printed, typed, or stamped commissioned name of Notary Public

AMERICANS WITH DISABILITIES ACT (ADA)

DISABILITY NONDISCRIMINATION STATEMENT
RFP No. 2023-03

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to the City of Doral, Florida

by: _____
(print individual's name and title)

for: _____
(print name of entity submitting sworn statement)

whose business address is: _____

and (if applicable) its Federal Employer Number (FEIN) is: _____
(If the entity has no FEIN, include the Social Security Number of the individual signing this
sworn
statement: _____ - _____ - _____.)

I, being duly first sworn state:

That the above-named firm, corporation or organization is in compliance with and agreed to continue to comply with, and assure that any subcontractor, or third-party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 1210112213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501 553.513, Florida Statutes:

The Rehabilitation Act of 1973, 229 USC Section 794;
The Federal Transit Act, as amended 49 USC Section 1612;
The Fair Housing Act as amended 42 USC Section 3601-3631.

SIGNATURE

The foregoing affidavit was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, _____(year), by

who is personally known to me or who has produced a Florida driver's license as identification.

Personally known _____

OR

Produced identification _____

Notary Public-State of _____

_____ My commission expires:

Type of Identification

Printed, typed, or stamped commissioned name of Notary Public

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a)
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES
RFP No. 2023-03

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted
to _____
by _____
_____ for _____
_____ whose business address
is _____ and (if
applicable) its Federal Employer Identification number (FEIN) is _____ (IF the entity
had no FEIN, include the Social Security Number of the individual signing this sworn
statement: _____.

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any Bid or Contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Para. 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Para. 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime; or
2. Any entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executors, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prime facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Para. 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal

power to enter into a binding Contract and which Bids or applies to Bid on Contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "persons" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of any entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY, CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

By:

(Printed Name) _____

(Title) _____

The foregoing affidavit was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, _____(year), by _____ who is personally known to me or who has produced a Florida driver's license as identification.

Personally known_____

Or Produced Identification _____

Notary Public - State of _____

My Commission Expires_____

(Type of Identification) (Printed, typed, or stamped commission name of notary public)

DRUG-FREE WORKPLACE PROGRAM
RFP No. 2023-03

The undersigned firm in accordance with Florida statute 287.087 hereby certifies that

_____ does:
(Name of Firm)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform Employees about the dangers of drug abuse in the workplace, the business' policy of maintaining drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a conditions of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Name and Title

Date

Signature

Firm

Street address

City, State, Zip code

COPELAND ACT ANTI-KICKBACK AFFIDAVIT
RFP No. 2023-03

STATE OF _____ }

}SS:

COUNTY OF _____ }

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the City of Doral, its elected officials, and _____ or its design consultants, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: _____

Title: _____

The foregoing affidavit was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, _____(year), by _____

who is personally known to me or who has produced a Florida driver's license as identification.

Personally known _____

OR

Produced identification _____

Notary Public-State of _____

Type of Identification

My commission expires: _____

Printed, typed, or stamped commissioned name of Notary Public

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

RFP No. 2023-03

I, _____, _____
(Individual's Name) (Title)

of the _____, do hereby certify that
(Name of Company)

I have read and understand the Compliance with Equal Employment Opportunity requirements set forth under sub-section 2.15.3 of this document.

Attachment of this executed form, as such, is required to complete a valid bid.

Individual's Signature

Date

Date

RESPONDENT'S CERTIFICATION
RFP No. 2023-03

I have carefully examined the Invitation to Bid, Instructions to Respondents, General and/or Special Conditions, Vendor's Notes, Specifications, proposed agreement and any other documents accompanying or made a part of this Invitation to Bids.

I hereby propose to furnish the goods or services specified in the RFP. I agree that my Proposal will remain firm for a period of 365 days in order to allow the City adequate time to evaluate the Proposals.

I certify that all information contained in this Proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a Proposal for the same product or service; no officer, employee or agent of the City of Doral or any other Respondent is interested in said Respondent; and that the undersigned executed this Respondent's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crimes may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with a public entity , and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

The foregoing affidavit was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, ____ (year), by _____

who is personally known to me or who has produced a Florida driver's license as identification.

Personally known _____

OR

Produced identification _____

Notary Public-State of _____

My commission expires: _____

Type of Identification _____

Printed, typed, or stamped commissioned name of Notary Public

CERTIFICATE OF AUTHORITY
(IF LIMITED LIABILITY CORPORATION)

STATE OF _____)

) SS:

COUNTY OF _____)

I HEREBY CERTIFY that a meeting of the Principals of the

organized and existing under the laws of the State of _____, held on _____, 20____, the following resolution was duly passed and adopted:

"RESOLVED, that, _____ as _____ of the Limited Liability Corporation be and is hereby authorized to execute the Proposal dated, _____ 20____, to the City of Doral and that their execution thereof shall be the official act and deed of this Limited Liability Corporation." I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 20____.

Secretary: _____

Print Name: _____

(SEAL)

**CERTIFICATE OF AUTHORITY
(IF CORPORATION)**

STATE OF)
) SS:
COUNTY OF)

I HEREBY CERTIFY that a meeting of the Board of Directors
of _____ the

a Corporation existing under the laws of the State of _____, held
on _____, 20____, the following resolution was duly passed and adopted:

"RESOLVED, that, as President of the Corporation, be and is hereby authorized to execute
the Bid dated, _____, 20____, to the City of Doral and this Corporation and
that their execution thereof, attested by the Secretary of the Corporation, and with the
Corporate Seal affixed, shall be the official act and deed of this Corporation."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the
Corporation this _____, day of _____, 20____.

Secretary: _____

(SEAL)

**CERTIFICATE OF AUTHORITY
(IF PARTNERSHIP)**

STATE OF)
) SS:
COUNTY OF)

I HEREBY CERTIFY that a meeting of the Partners of the

_____ a Corporation existing under the laws of the State of _____ , held
on _____ , 20_____, the following resolution was duly passed and adopted:

"RESOLVED, that, _____ , as _____ of the
Partnership, be and is hereby authorized to execute the Bid dated, _____
20_____, to the City of Doral and this partnership and that their execution thereof, attested
by the _____ shall be the official act and deed of this
Partnership."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this _____, day of _____,
20_____.

Secretary: _____

(SEAL)

END OF SECTION

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the Secretary of the Corporation named as Principal in the foregoing Payment Bond; that _____, who signed the Bond on behalf of the Principal, was then _____ of said corporation; that I know his/her their signature; and his/her their signature thereto is genuine; and that said Bond was duly signed, sealed and attested to on behalf of said Corporation by authority of its governing body.

(CORPORATE SEAL)

(Name of Corporation)

END OF SECTION

**ACKNOWLEDGMENT OF CONFORMANCE
WITH OSHA STANDARDS**

To the City of Doral,

We _____, hereby
acknowledge and

Prime Contractor

agree that we, as the Prime Contractor for City of Doral, **Doral Trolley Circulator System Services**, as specified, have the sole responsibility for compliance with all the requirements of the Federal Occupational Safety and Health Act of 1970, and all State and local safety and health regulations, and agree to indemnify and hold harmless the City of Doral, against any and all liability, claims, damages losses and expenses they may incur due to the failure of:

(Subcontractor's Names) to comply with such act or regulation.

SUBCONTRACTORS

_____	_____
_____	_____
_____	_____
_____	_____

CONTRACTOR

ATTEST

BY: _____

END OF SECTION

EXHIBIT “A”
MINIMUM INSURANCE REQUIREMENTS

I. Commercial General Liability

Limits of Liability

Bodily Injury & Property Damage Liability

Each Occurrence \$2,000,000

Policy Aggregate (Per Project) \$2,000,000

Personal & Advertising Injury \$2,000,000

Products & Completed Operations \$2,000,000

Coverage / Endorsements Required

City of Doral included as an additional insured

Primary Insurance Clause Endorsement

Waiver of Subrogation in favor of City

No limitation on the scope of protection afforded to the City, its officials, employees, or volunteers.

II. Business Automobile Liability

Limits of Liability

Bodily Injury and Property Damage

Combined Single Limit

Any Auto/Owned Autos or Scheduled Autos

Including Hired and Non-Owned Autos

Any One Accident \$2,000,000

Coverage / Endorsement Required

Employees are covered as insureds

City of Doral included as an additional insured

III. Workers Compensation

Statutory- State of Florida

Include Employers' Liability Limits:

\$100,000 for bodily injury caused by an accident, each accident

\$100,000 for bodily injury caused by disease, each employee

\$500,000 for bodily injury caused by disease, policy limit

Workers Compensation insurance is required for all persons fulfilling this contract, whether employed, contracted, temporary or subcontracted.

Waiver of Subrogation in favor of City.

- IV. Umbrella/Excess Liability (Excess Follow Form)** can be utilized to provide the required limits. Coverage shall be “following form” and shall not be more restrictive than the underlying insurance

policy coverages, including all special endorsements and City as Additional Insured status. Umbrella should include Employer's Liability.

Coverage is to be maintained and applicable for a minimum of 3 years following contract completion.

Subcontractors' Compliance: It is the responsibility of the contractor to ensure that all subcontractors comply with all insurance requirements.

All above coverage must remain in force and Certificate of Insurance on file with City without interruption for the duration of this agreement. Policies shall provide the City of Doral with 30 days' written notice of cancellation or material change from the insurer. If the insurance policies do not contain such a provision, it is the responsibility of the Contractor to provide such written notice within 10 days of the change or cancellation.

Certificate Holder: City of Doral, Florida
8401 NW 53rd Terrace
Doral, FL 33166

Certificates/Evidence of Property Insurance forms must confirm insurance provisions required herein. Certificates shall include Agreement, Bid/Contract number, dates, and other identifying references as appropriate.

Insurance Companies must be authorized to do business in the State of Florida and must be rated no less than "A-" as to management, and no less than "Class V" as to financial strength, by the latest edition of AM Best's Insurance Guide, or its equivalent.

Coverage and Certificates of Insurance are subject to review and verification by City of Doral Risk Management. City reserves the right but not the obligation to reject any insurer providing coverage due to poor or deteriorating financial condition. The City reserves the right to amend insurance requirements in order to sufficiently address the scope of services. These insurance requirements shall not limit the liability of the Contractor/Vendor. The City does not represent these types or amounts of insurance to be sufficient or adequate to protect the Contractor/Vendor's interests or liabilities but are merely minimums.

ACKNOWLEDGED:

I hereby acknowledge and confirm that upon approval of award, will take the necessary action to comply with the minimum insurance requirements as set forth within this solicitation. I accept that failure to comply at the time of contract execution may result in award being defaulted.

(Signature and Date)

Print Name:

This document must be completed and returned with your Submittal.

EXHIBIT “B”

OPERATION & PERFORMANCE STANDARDS

- 1. Make:** Supreme Classic American, Hometown or Approved Equal. The City may reserve the right to modify the type of vehicle at its sole discretion.
- 2. Vehicle Type:** Trolley with Wood Bench Style Seating or Approved Equal. The City may reserve the right to modify the type of vehicle at its sole discretion.
- 3. Number of Vehicles Required to Operate:** Min. Requirement of twelve vehicles in service with (3) backup vehicles; number of vehicles may change based on service modifications.
- 4. Capacity:** Minimum of 25 passengers, or based on type of vehicle selected at the City’s sole discretion.
- 5. Power/Fuel type:** Bio-Diesel, Gasoline, or based on type of vehicle selected at the City’s sole discretion.
- 6. Accessibility:** Must meet ADA requirements for public transit vehicles
- 7. Reliability Standards:**

- a) Any vehicles provided by this Awarded Contractor for service must not be more than five (5) years old, and in excellent condition.

Any temporary backup vehicles that the Successful Proposed provides must be no more than seven (7) years old, and must not be used regularly for full time service on the routes.

New vehicles provided by the City must be maintained in excellent condition and remain in service for a minimum of ten (10) years.

- b) No more than 10 minutes late to first stop at the commencement of a scheduled route.

If the driver is running late 20 minutes or more to the first stop, they must proceed to the scheduled stop.

- c) Arriving no later or earlier than five (5) minutes to the scheduled time-point stop.

- 8. On-board amenities:** Vehicles provided by the Awarded Contractor must have properly functioning air conditioning at all times while in service that maintain 75 degree ambient temperature. Windows shall remain closed at all times, unless there is an unforeseen event. Driver seatbelts must be provided.

9. Sign requirements: The City requires availability of electric interior stop alert message board and electric destination signage.

10. Radio and Communication Equipment: Two-way radios (functional), GPS Devices On-Board ALL Vehicles.

11. Scheduled Time Points: Drivers shall adhere to the time points schedule; may change according to service adjustments.

12. Total Platform Hours per Weekday: Approx. 160 hours (12 vehicles running in service); hours and number of vehicles may change based on service modifications.

13. Total Platform Hours per Saturday: Approx. 50 hours (4 vehicles running in service); hours and number of vehicles may change based on service modifications.

14. Total Platform Hours per Sunday: Approx. 13 hours (1 vehicle running in service); hours and number of vehicles may change based on service modifications.

15. Number of Routes: 4, with additional optional routes.

16. Service Delivery. The success of the Circulator Service is dependent upon the reliability and safety of the Service. The Awarded Contractor shall operate the Service to achieve the following minimum Service standards:

a) Headway coordination shall be accomplished to maintain at least fifteen (15) minutes between vehicles during the afterpeak period and no more than forty-five (45) minutes between Vehicles in the off-peak period; and adherence to scheduled times.

b) Moving traffic violations received by any Awarded Contractor Employee in conduct of the Service must be reported immediately (no later than the same day as the incident) to the City contract administrator or designee's name provided to the Awarded Contractor. Upon the City's request, the Awarded Contractor shall remove the Awarded Contractor Employee receiving a moving violation from assignment to this Contract.

c) No scheduled stops shall be skipped unless authorized by City, as a result of roadway detours or emergencies.

17. Climate Control. The Awarded Contractor shall maintain in operating order heating and air-conditioning systems on all Vehicles to the following standards:

a) Air-Conditioning/Heating System fully operational.

b) No Vehicle shall be operated without a properly functioning air-conditioning or heating system.

18. Vehicle Condition. The Awarded Contractor shall maintain the Vehicles at all times in safe working order and in a clean and presentable manner:

- a) All vehicles provided by the Awarded Contractor must maintain exteriors uniform to the City of Doral standard color schemes.
- b) Awarded Contractor shall remove all graffiti from the exterior and interior of the vehicles immediately or as soon as it is practical, but no later than the start of the next day's service. If the graffiti is offensive or vulgar and cannot be removed, that vehicle shall be taken out of service immediately.
- c) All vehicles must be in excellent operating condition at all times. Minor body damage repairs, identified by the City as necessary shall be repaired as soon as possible, but not to exceed two (2) weeks, after notification to Awarded Contractor, subject to the availability of OEM parts when needed.
- d) Major body damage shall be repaired before returning the Vehicle to Service, not to exceed five (5) weeks out of Service, subject to the availability of OEM parts when needed.
- e) Vehicles while in Service shall be kept free of trash and debris at all times.
- f) Vehicle maintenance shall be performed to achieve the following standards:
 - All legally required safety-related equipment shall be in working order at all times on the Vehicles that are performing Service.
 - Vehicles shall pass inspection, if and when applicable.
 - All maintenance records shall be complete and accurate, posted to permanent records within one (1) week, and contain no falsification of timeliness or description of repairs conducted.
 - All mechanical/hydraulic Americans with Disabilities Act (ADA) lifts must be maintained in perfect operating condition, **AT ALL TIMES.**

19. Driver Customer Service, Hospitality and Announcements. All drivers, dispatchers, and road supervisors employed by the Contractor when addressing passengers are expected to:

- Greet passengers, be courteous, consistently demonstrate positive, friendly approach, and respond to questions and concerns to the best of their ability.
- Engage passengers whenever possible by greeting them and respectfully conversing with them
- Thank passengers for using the Trolley and invite them to use it again in the future
- Help passengers with physical difficulties and/or disabilities to get in and out of the Trolley
- Wait for all passengers to be properly seated prior to moving the Trolley

- Not miss any Trolley stop or passenger. If there is a full Trolley load, drivers must stop at the Trolley stop and inform the waiting passengers that they will have to wait for the next Trolley to arrive due to a full Trolley load; advise passengers of the location of next Trolley.
- Make a point of waiting a few seconds at the Trolley stop if you see a nearby passenger rushing and waiving to catch the Trolley. This also applies on days with inclement weather, when passengers may be waiting for the Trolley at dry locations instead of the actual Trolley stop.
- Annunciators must be on at all times. If they are not working properly, operators should notify passengers of upcoming stops and make an announcement at each stop.
- Have knowledge of the route
- Identify best locations to idle as to avoid blocking to other vehicles whenever possible
- Have knowledge of the CITY's landmarks
- Have knowledge of the major events dates and locations as to guide tourists
- Have knowledge of Miami-Dade Transit System well, being able to provide guidance to connecting routes
- Not eat, drink, smoke, or play loud music inside the vehicles.
- Not text or talk on their cellphones while driving.
- Announce stops, major intersections and direction of travel as to guide visually impaired passengers
- Provide accurate and understandable answers to passengers questions and/or requests
- If the driver cannot provide an answer to a Transit and/or service-related question, direct customer to the CITY of Doral Trolley representative's phone number. In addition, the driver's body language (mannerism) should always denote his willingness to cooperate with the passenger.
- Be well groomed; wear identification tags.
- Be trained in the special skills required to provide transportation to elderly and disabled Passengers.
- Understand the urge and importance of maintaining the established headways (on-time performance).
- Communicate with other drivers and dispatchers on a regular basis to maintain proper headways.
- Not leave passengers inside vehicle while on break
- Be on route during regular service hours (unless on break)
- Communicate issues, accidents, breakdowns immediately to their superiors
- At least once every two hours, check the climate controlled temperature and the volume of the radio throughout the vehicle to ensure they are acceptable to the passengers, and finally briefly engage with the passengers before resuming driving activities.
- If the CITY provides time sensitive information intended to target passengers, drivers are required to promote and disclose such information immediately.
- Not be rude or aggressive towards a passenger AT ANY TIME.

- Be apologetic on behalf of the CITY when issues arise
- Drivers must be communicating on radios at all times. If bunching issues occur, they must assess the situation and react accordingly. It may be possible for one driver to slow down at every stop while the other one expedites the pace.

Performance will be monitored by the City through customer surveys, communication with supervisors, and individual spot-checks.

20. Public Comments/Complaints. It shall be an objective of the Awarded Contractor to limit bona fide complaints from the public, concerning the Awarded Contractor's performance of services to five (5) per one hundred (100) passengers per month. Complaints received by the City will be forwarded to the Awarded Contractor for handling. The Awarded Contractor will research the complaint and respond to the City in writing within forty-eight (48) hours of receipt of the complaint. The Awarded Contractor will provide a step-by-step disciplinary procedure in the Operator's Handbook to handle complaints about service provided by the Operators. If a driver is involved regarding a complaint, an acknowledged letter signed by the driver will also be required, which will include his/her participation, outcome of complaint, and may also include any potential remedial actions.

21. Operator Uniforms. At all times while performing their duties, vehicle operators, supervisors, and trainers must maintain a clean and neat appearance, and must be in the approved uniform inspected by the Awarded Contractor, including an identification tag. Every employee must also adhere to a code of personal grooming and hygiene established by the Awarded Contractor.

22. Drug and Alcohol Policy. The Awarded Contractor must have a drug and alcohol policy in place that meets all federal, state, and local policy requirements.

Determination of Non-Performance

1. Notice to Awarded Contractor. Upon determination by the City of a failure to meet an established performance measure, a written notification will be delivered to the Awarded Contractor. Liquidated damages will not be applied without the Awarded Contractor receiving a written notice specifying the issue and detailing the time and nature of the occurrence.

2. Adjustments. In the event that the Awarded Contractor fails to meet any performance standard established under this Contract, and fails to take satisfactory corrective action(s) within the time limits established under this Contract, adjustments in the City payments to the Awarded Contractor will be made as described below:

The Awarded Contractor and the City agree to the following schedule of liquidated damages for specific items of non-performance as specified below because actual damages are difficult to

ascertain. Therefore, the amounts are established as liquidated damages, and not as a forfeiture or penalty, for the Awarded Contractor's failure to comply with the specified terms and provisions.

With prior notice to the Awarded Contractor, the City reserves the right to change the amount of liquidated damages imposed for specific items of nonperformance and reserves the right to add or delete specific items of non-performance.

a) ***Service Delivery.***

First Stop - Failure to achieve the performance standards, arriving more than 10 minutes late to the first stop at the commencement of the scheduled route:

\$200 per stop

If the driver is running late 20 minutes or more to the first stop, they must proceed to the scheduled stop.

Time-point Stop - Failure to achieve the performance standard, arriving no earlier than and no more than 5 minutes after the scheduled arrival or departure time:

\$100 per stop

a) ***Skipped Stops.*** (including passengers not being picked up):

\$150 per stop per vehicle, up to \$2,000

b) ***Climate Control.*** Failure to achieve the performance standards described:

\$100 per day per Vehicle

c) ***Vehicle Condition.*** Failure to achieve the following performance standards per occurrence after written notification by the City:

Graffiti	\$50 per event
Minor Body Damage	\$50 per event
Major Body Damage	\$100 per event
Safety Equipment	\$100 per event
Vehicle Maintenance	\$100 per event
Interior Vehicle Cleanliness	\$25 per event
Exterior Vehicle Cleanliness	\$100 per event

Wheelchair ADA Equipment \$500 per event

a) ***Reporting Requirements.***

Failure to submit clear and accurate daily, weekly, and/or monthly reports as specified herein:

Daily reporting/notifications: Failure to submit clear and accurate reporting/notification within 15 minutes after event.

\$100 per event, \$25 each additional 15 minutes (or fraction thereof), up to \$300 for each event

Failure to submit reports/notifications, including but not limited to service interruption reports and service resolution reports, the day of the incident

\$400 per event

Weekly reports: Failure to submit clear, complete, and accurate reports on time.

\$250 per event, \$100 each additional day late

Monthly reports: Failure to submit clear, complete, and accurate reports on time.

\$250 per event, \$100 each additional day late

Police/accident reports: Failure to submit police/accident reports within 15 calendar days.

\$200 per event, \$50 each additional day late

b) ***Communication.***

Failure to acknowledge receipt of email correspondence from the City, related to daily trolley operations, within 15 minutes

\$50 per event, \$25 each additional 15 minutes (or fraction thereof)

Failure to acknowledge receipt of email correspondence from the City, related to trolley administration including, but not limited to, request of documentation, reports, or similar within 48 hours

\$200 per event, \$50 each additional day late

Two-Way Radio Malfunction or omission. Any case in excess of one driver shift (AM or PM) without radio communication between drivers and dispatcher.

\$100 per event

b) **Uniforms.** Failure to achieve this performance standard:

\$50 per event

c) **Service interruption.**

\$150 per hour per vehicle for the first two hours

\$250 per hour per vehicle for every additional hour

d) **No service provided for full route.**

\$3,000 per day per vehicle

e) **Safety.**

Any case in excess of one traffic citation per month.

\$100 per event

Past due citations

\$200 per event

Failure to comply with required permits

\$200 per event

f) **Trolley Tracker Assignments.**

Trolleys shall be assigned properly and removed from the system within approximately 15 minutes after event.

\$100 per event, \$25 each additional 15 minutes (or fraction thereof)

Additional \$100 for City required to assign/remove vehicle(s)

EXHIBIT "C"

DORAL TROLLEY MAP

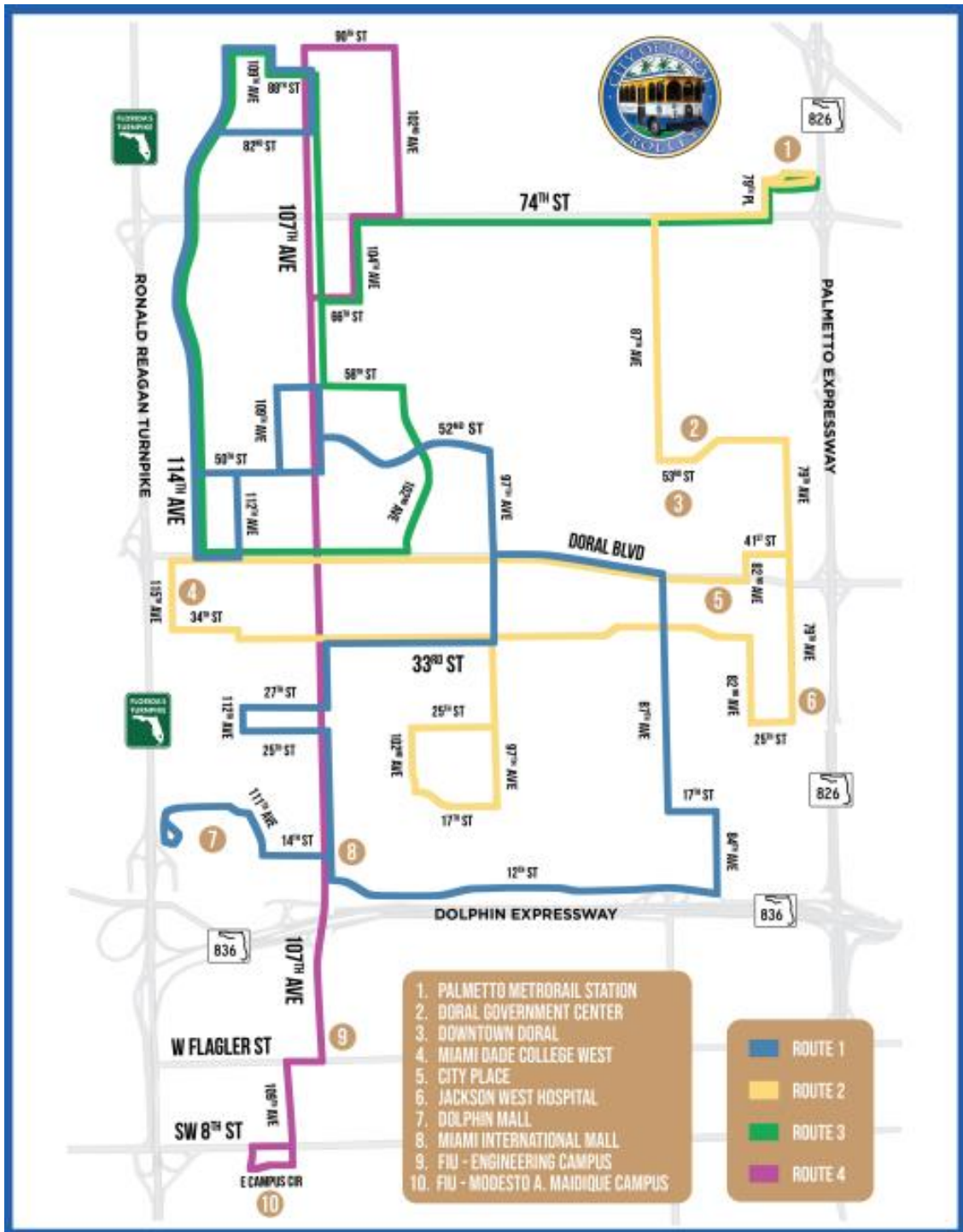


EXHIBIT "D"



AGREEMENT NO. 2023-03 OPERATIONS & MAINTENANCE SERVICES FOR DORAL TROLLEY CIRCULATOR SYSTEM

BETWEEN THE CITY OF DORAL
AND
(CONTRACTOR NAME)

THIS AGREEMENT is made and entered into as of this _____ day of _____, 2020, by and between (Vendor Name) a corporation organized and existing under the laws of the State of Florida, having its principal office at (Vendor Address) (hereinafter referred to as the "CONTRACTOR"), and the City of Doral, a political subdivision of the State of Florida, having its principal office at, 8401 NW 53rd Terrace, Doral, Florida 33166 (hereinafter referred to as the "CITY"),

RECITALS

WHEREAS, the CONTRACTOR has offered to provide the operations and maintenance services for the City of Doral trolley circulator system and to be bound by the terms and conditions of the **Request for Proposal (RFP) No. 2023-03 Operations & Maintenance Services for Doral Trolley Circulator System** which includes the General Terms and Conditions, Special Conditions, Scope of Services, and associated addenda attached hereto and incorporated herein as Exhibit "A", and the assertions included in the Contractor's Proposal attached hereto and incorporated herein as Exhibit "B"; and

WHEREAS, the CITY desires to procure from the CONTRACTOR such services for the CITY, in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and provisions contained herein, the parties do hereby agree as follows:

Additional Terms and Conditions

SECTION 1. TERM.

1.1 The term of this Agreement shall begin upon full execution of the agreement for an initial three (3) year term. The City Manager or designee shall have the option to renew the Agreement for up to two (2) additional two (2) year terms.

1.2 The CITY has the right to terminate this Agreement for convenience and for any reason or no reason, in whole or in part, upon thirty (30) days written notice to the CONTRACTOR. Upon termination of this Agreement, and final payment of any undisputed outstanding amounts due for the work rendered prior to and through the date of the notice of termination, copies of all records, charts, and other documents related to the work performed under this Agreement, whether finished or not, shall be turned over to the CITY within ten (10) days.

SECTION 2. PROMPT PAYMENT ACT.

2.1 The City as a municipal corporation is subject to the *Local Government Prompt Payment Act*, Chapter 218, Part VII, Fla. Stat. (2010), as amended.

STATE OF FLORIDA)

COUNTY OF) SS

KNOW ALL MEN BY THESE PRESENTS that

as Principal, hereinafter called CONTRACTOR, and

as Surety, hereinafter called Surety, are held and firmly bound unto the CITY OF DORAL, a
municipal corporation of Florida, as obligee, hereinafter called Village, in the amount of:

Dollars (\$ _____)

for the payment whereof CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Whereas, CONTRACTOR has by written agreement dated _____, 2023, entered into a Contract with the Village for the construction of a project described as:

**Operations and Maintenance Services
for Doral Trolley Circulator System
RFP No. 2023-03**

in accordance with Drawings and Specifications prepared by CITY OF DORAL, which Contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that, if CONTRACTOR shall in all respects promptly and faithfully perform and comply with the terms and conditions of said Contract and his obligations thereunder, shall indemnify the Village and the Engineer and save either or all of them harmless against and from all costs, expenses and damages arising from the performance of said Contract or the repair of any work thereunder, and shall promptly make payments to all claimants, as defined in Section 713.01 of the Florida Statutes, supplying to CONTRACTOR labor, materials and supplies, used directly or indirectly by the said CONTRACTOR, or subcontractors, in the prosecution of the work provided for in said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect. This bond shall remain in full force and effect for a period of one year from the date of acceptance of the project by the Village and shall provide that the CONTRACTOR guarantees to repair or replace for said period of one year all work performed and materials and equipment furnished that were not performed or furnished according to the terms of the Contract and shall make good defects thereof that have become apparent before the expiration of said period of one year.

Performance & Payment Bond

CITY OF DORAL
RFP # 2023-03

The Principal and Surety jointly and severally agree to pay to the Village any difference between the sum to which the said Principal would be entitled on the completion of the Contract, and that sum which the Village may be obliged to pay for the completion of said work by Contract or otherwise, and any damages, direct or indirect or consequential, which the Village may sustain on account of such work, or on account of the failure of said CONTRACTOR to properly and in all things, keep and execute all of the provisions of said Contract, and any expenses, including court costs and reasonable attorney fees (both trial and appellate), incurred by the Village in enforcing the terms of this Bond.

And the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligations on this bond, and it does hereby waive Notice of any change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.

No right of action shall accrue on this Bond to or for use of any person or corporation other than the Village named herein and those persons or corporations provided for by Section 255.05, Florida Statutes, or their heirs, executors, administrators, successors or assigns.

The surety represents and warrants to the Village that they have a Best's Key Rating Guide General Policyholder's Rating of "_____" and Financial Category of "Class _____".

IN WITNESS WHEREOF, the above bounded parties executed this instrument under their several seals, this ____ day of _____ 2023, A.D., the name and corporate seal of each

corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

WITNESS: (If Sole Ownership or Partnership, two Witnesses required).
(If Corporation, Secretary only will attest and affix seal).

PRINCIPAL:

WITNESSES:

_____(Affix Seal)
Signature of Authorized Officer

Title

Business Address

City, State

WITNESS:

SURETY:

Corporate Surety

_____(Affix Seal)
Attorney-in-Fact

Business Address

City, State

Name of Local Insurance Agency

SECTION 3. NOTICE.

3.1 Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, or by nationally recognized overnight delivery service, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. Notice may also be sent by electronic means (facsimile or email) provided such is followed by a hard copy of such notice provided in the manner set forth above. Notice is deemed given when received. For the present, CONTRACTOR and the CITY designate the following as the respective places for giving such notice:

CITY: City Manager's Office
City of Doral
8401 NW 53rd Terrace
Doral, Florida 33166
(305) 593-6725

Office of the City Attorney
8401 NW 53rd Terrace
Doral, Florida 33166
(305) 593-6623

City of Doral Transit Operations Manager
8401 NW 53rd Terrace
Doral, Florida 33166
(305) 593-6740

CONTRACTOR: VENDOR NAME
Attn: _____
Vendor Address
Telephone No. (____) ____ - ____
Email: _____

SECTION 4. MODIFICATION.

4.1 The covenants, terms, and provisions of this Agreement may be modified only by way of a written instrument, mutually accepted by the parties hereto in writing. In the event of a conflict between the covenants, terms, and/or provisions of this Agreement and any written Amendment(s) hereto, the provisions of the latest executed instrument shall take precedence.

SECTION 5. INDEPENDENT CONTRACTOR

5.1 The CONTRACTOR is an Independent Contractor under this Agreement. Personnel provided by the CONTRACTOR shall be employees of the CONSULTANT and subject to supervision by the CONTRACTOR, and not as officers, employees, or agents of the CITY. Personnel policies, tax responsibilities, social security, health insurance, worker's compensation insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to the Work rendered under this Agreement shall be those of the CONTRACTOR. The CONTRACTOR shall be solely responsible for any injuries suffered by the CONTRACTOR's employees. It is clear that CITY will not provide workers' compensation insurance for the CONTRACTOR or its employees.

Nothing contained in the Agreement shall be construed so as to create a partnership or joint venture and neither party hereto shall be liable for the debts or obligations of the others. No employee or agent of the

CONTRACTOR shall be deemed to be an employee or agent of the CITY. The CONTRACTOR shall be responsible for compliance with all applicable, local, state and federal laws and regulations in the performance of any services to the CITY. Should any question arise as to the interpretation or as to the nature of the services to be provided by the CONTRACTOR, the opinion of the CITY shall establish, for all purposes, the nature of the work. The CONTRACTOR shall have no power to obligate CITY.

SECTION 6. INDEMNIFICATION.

6.1 For other good and valuable consideration the receipt and adequacy of which is hereby acknowledged, CONTRACTOR agrees to indemnify, defend, with counsel approved by the City and hold harmless, the CITY, its officers, agents, and employees from, and against any and all claims, causes of actions, demands, liabilities, losses and expenses including, but not limited to, attorneys' fees, including attorney fees at the trial and all levels of the appeal, for personal, economic or bodily injury, wrongful death, loss of or damage to property, at law or in equity, which may arise or may be alleged to have risen from the negligent acts, errors, omissions, willful misconduct or other wrongful conduct of CONTRACTOR, its officer, employees, agents, servants, or other personnel entity acting under CONTRACTOR's control in connection with CONTRACTOR's performance of services under this Agreement and to that extent CONTRACTOR shall pay such claims and losses and shall pay all such costs and judgments which may issue from any lawsuit arising from such claims and losses including any default by the CONTRACTOR, wrongful termination or allegations of discrimination or harassment, and shall pay all costs and attorneys' fees expended by the CITY in defense of such claims and losses including appeals. That the aforesaid hold-harmless agreement by CONTRACTOR shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations of CONTRACTOR or any agent or employee of CONTRACTOR regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

It is understood and agreed by CONTRACTOR that its liability to the CITY, and/or to CITY'S officers, employees, agents, servants, and contracts, under Section 6.1, shall not in any way be limited to or affected by the amount of insurance coverages required or carried by CONTRACTOR under this Agreement.

The provisions of Section 6.1 shall survive expiration or termination of this Agreement.

SECTION 7. GOVERNING LAW.

7.1 This Agreement will be governed by the laws of the State of Florida. Any claim, objection, or dispute arising out of the terms of this Agreement shall be brought in Miami-Dade County.

SECTION 8. RECORDS.

8.1 CONTRACTOR agrees that all records, books, documents, papers and financial information ("Records") that result from providing services to the CITY under this agreement shall be the property of the CITY. Upon termination or cancellation of this agreement, any and all such Records shall be delivered to the CITY within ten (10) days. The CITY shall maintain records, books, documents, papers and financial information pertaining to work performed under this agreement during the term of this agreement and for a period of three (3) years following termination of this agreement. The City Manager or his/her designee shall have access to and the right to examine and audit any Records involving the CONTRACTOR's services related to this agreement. The restrictions and obligations of this section of the Agreement shall survive any expiration, termination, or cancellation of this Agreement and shall continue to bind the CONTRACTOR, successors and assigns.

SECTION 9. CONFLICT OF INTEREST/CODE OF ETHICS.

9.1 The CONTRACTOR agrees to adhere to and be governed by all applicable provisions of the Miami-Dade County Conflict of Interest and Code of Ethics Ordinance Section 2-11.1, as amended; and by the City of Doral Charter and Code as amended; both of which are incorporated by reference as if fully set forth herein, in connection with the Agreement conditions hereunder. The CONTRACTOR covenants that it

presently has no interest and shall not acquire any interest, direct or indirectly that should conflict in any manner or degree with the performance of the services.

SECTION 10. PUBLIC RECORDS/CONSULTANT PUBLIC RECORDS RESPONSIBILITIES.

10.1 The CONTRACTOR understands the City is subject to Florida's Public Records Act, Chapter 119, FL. Stat. and that any such books, records, documents and data maintained by the City are public records unless expressly exempted by general law. CONTRACTOR agrees that all documents and advertisements maintained and generated pursuant to this Agreement shall be subject to all provisions of Chapter 119, Florida Statutes. It is further understood that any report, tracing, plan, map or other work product, without limitation, given by City to CONTRACTOR pursuant to this Agreement shall at all times remain the property of City, shall be returned to City, and shall not be used by CONTRACTOR for any other purpose without the written consent of the City.

10.2 CONTRACTOR shall comply with the requirements of Florida Statutes 119.071 to the extent applicable to CONTRACTOR. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (telephone number: (305) 787-6001, e-mail address: Connie.Diaz@cityofdoral.com, and mailing address: Connie Diaz City Clerk, Doral City Hall 8401 NW 53rd Terrace, Doral, Florida 33166

SECTION 11. SOVEREIGN IMMUNITY.

11.1 The CITY is a political subdivision of the State of Florida, self-insured and subject to the provisions of Section 768.28, Florida Statutes, as may be amended from time to time. Nothing in this Agreement shall be deemed or otherwise interpreted as waiving the CITY's sovereign immunity protections, or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.

SECTION 12. ORDER OF PRECEDENCE

12.1 IN THE EVENT THERE IS A CONFLICT BETWEEN THIS AGREEMENT, THE RFP, CONTRACTORS' RESPONSE, OR SCOPE OF WORK, THE ORDER OF PRECEDENCE SHALL BE THIS AGREEMENT, THE RFP, AND THE CONTRACTORS' RESPONSE. THE CITY EXPRESSLY REJECTS ANY ADDITIONAL TERMS OR CONDITIONS NOT CONSISTENT WITH THE TERMS HEREIN.

SECTION 13. CONFIDENTIAL INFORMATION

13.1 The CONTRACTOR agrees that any information received by the CONTRACTOR for the City and in providing services in accordance with this Agreement which is not publicly available, shall not be revealed to any other persons, firm or organizations without the expressed consent of the City Manager or designee.

SECTION 14 ASSIGNMENT AND SUBCONTRACTING

14.1 This Agreement and the rights of the CONTRACTOR and obligations hereunder may not be assigned, delegated or subcontracted by the CONTRACTOR without the express prior written consent of the City. Any assignment, delegation or subcontract without such express prior written consent shall be null and void and shall constitute a material breach of this Agreement. The City may assign its rights, together with its obligations hereunder.

(SIGNATURE PAGE TO FOLLOW)

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on this _____ day of _____, 20

CONTRACTOR

Signature

Name

Title

Date

CITY OF DORAL

Barba, City Manager

Date

Approved as to form and legal sufficiency:

Nabor, .

Attest:

Connie Diaz, City Clerk (City

Seal)

STATE OF FLORIDA)

COUNTY OF) SS

KNOW ALL MEN BY THESE PRESENTS that

as Principal, hereinafter called CONTRACTOR, and

as Surety, hereinafter called Surety, are held and firmly bound unto the CITY OF DORAL, a
municipal corporation of Florida, as obligee, hereinafter called Village, in the amount of:

Dollars (\$ _____)

for the payment whereof CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Whereas, CONTRACTOR has by written agreement dated _____, 2023, entered into a Contract with the Village for the construction of a project described as:

**Operations and Maintenance Services
for Doral Trolley Circulator System
RFP No. 2023-03**

in accordance with Drawings and Specifications prepared by CITY OF DORAL, which Contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that, if CONTRACTOR shall in all respects promptly and faithfully perform and comply with the terms and conditions of said Contract and his obligations thereunder, shall indemnify the Village and the Engineer and save either or all of them harmless against and from all costs, expenses and damages arising from the performance of said Contract or the repair of any work thereunder, and shall promptly make payments to all claimants, as defined in Section 713.01 of the Florida Statutes, supplying to CONTRACTOR labor, materials and supplies, used directly or indirectly by the said CONTRACTOR, or subcontractors, in the prosecution of the work provided for in said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect. This bond shall remain in full force and effect for a period of one year from the date of acceptance of the project by the Village and shall provide that the CONTRACTOR guarantees to repair or replace for said period of one year all work performed and materials and equipment furnished that were not performed or furnished according to the terms of the Contract and shall make good defects thereof that have become apparent before the expiration of said period of one year.

Performance & Payment Bond

CITY OF DORAL
RFP # 2023-03

The Principal and Surety jointly and severally agree to pay to the Village any difference between the sum to which the said Principal would be entitled on the completion of the Contract, and that sum which the Village may be obliged to pay for the completion of said work by Contract or otherwise, and any damages, direct or indirect or consequential, which the Village may sustain on account of such work, or on account of the failure of said CONTRACTOR to properly and in all things, keep and execute all of the provisions of said Contract, and any expenses, including court costs and reasonable attorney fees (both trial and appellate), incurred by the Village in enforcing the terms of this Bond.

And the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligations on this bond, and it does hereby waive Notice of any change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.

No right of action shall accrue on this Bond to or for use of any person or corporation other than the Village named herein and those persons or corporations provided for by Section 255.05, Florida Statutes, or their heirs, executors, administrators, successors or assigns.

The surety represents and warrants to the Village that they have a Best's Key Rating Guide General Policyholder's Rating of "_____" and Financial Category of "Class _____".

IN WITNESS WHEREOF, the above bounded parties executed this instrument under their several seals, this ____ day of _____ 2023, A.D., the name and corporate seal of each

corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

WITNESS: (If Sole Ownership or Partnership, two Witnesses required).
(If Corporation, Secretary only will attest and affix seal).

PRINCIPAL:

_____(Affix Seal)
Signature of Authorized Officer

WITNESSES:

Title

Business Address

City, State

SURETY:

WITNESS:

Corporate Surety

_____(Affix Seal)
Attorney-in-Fact

Business Address

City, State

Name of Local Insurance Agency