

CITY OF DORAL



Request for Proposals

RFP No. 2024-12

Operations & Maintenance Services for Doral Trolley Circulator System



City of Doral
Request for Proposals
Doral Trolley Operations and Maintenance
RFP No. 2024-12

NOTICE: Pursuant to its Procurement Ordinance, the City of Doral (“City”) hereby gives notice of its intent to seek proposals from interested and qualified parties in response to this Request for Proposals (“RFP”) to provide the services described herein. Proposals must be received no later than the date and time specified below.

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 trolleys. The awarded Contractor shall provide day to day management, operation and maintenance of the trolley transportation services for the City.

The City of Doral utilizes its trolleys to provide an alternative mode of public transportation through specified routes to those traveling within the City (“Trolley Circulator System”), which alleviates traffic load to the transportation system during peak hours resulting in both environmental and social benefits to the community. The City currently owns sixteen (16) trolleys in operation. There are four (4) routes providing service throughout the City, which complements Miami-Dade Transit service, including Metrobus and Metrorail service.

SCHEDULE

The City’s schedule for this RFP is as follows:

Issuance/Advertisement Date:	Friday, July 19, 2024
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Wednesday July 31, 2024 at 2:00 PM

Non-Mandatory Pre-Proposal Meeting:

RFP No. 2024-12 Operation and Maintenance Services for
Doral Trolley Circulator System
<https://meet.goto.com/832510573>

You may also dial in using your phone
Access Code: 832-510-573
United States:+1 (646) 749-3122

Cut-off Date for Written Questions:	Wednesday, August 7, 2024 at 2:00 PM
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Deadline for Submittals & Proposal Opening:

Monday, August 19, 2024 at 2:00 PM
Due Electronically via DemandStar or Vendor Registry

Proposals must be submitted electronically through DemandStar <https://network.demandstar.com/> or Vendor Registry <https://vendorregistry.com/> by the date and time stated above. The responsibility for

submitting a Proposal before the stated time and date is solely and strictly that of the Proposer. The City is not responsible for any delayed, lost, late, misdelivered, or non-delivered Proposals, no matter the cause. Any submittals received after the due date and time specified will not be considered.

A non-mandatory pre-proposal conference will be held on the date and time specified above via GoToMeeting Conference Call. During this conference all aspects of this solicitation may be discussed. The Department of Procurement and Asset Management will provide an official response to all questions submitted during the pre-proposal conference by issuance of a written addendum to the RFP. Attendance to the pre-proposal conference is encouraged. 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.

This RFP is subject to the "Cone of Silence". Accordingly, all questions and/or comments regarding this RFP must be made in writing and be directed to Procurement at the following email at procurement@cityofdoral.com. All inquiries must reference "**RFP No. 2024-12 Trolley Operations and Maintenance**" in the subject line. No phone calls will be accepted in reference to this solicitation. If it becomes necessary to provide additional clarifying information that revises any part of this solicitation, supplements or revisions will be made available via written addendum.

Solicitations and addenda or notices in connection therewith may be downloaded from the City of Doral Department of Procurement and Asset Management webpage under "[Active Solicitations](#)", on [Vendor Registry](#), and on [Demand Star](#). To receive notifications of addenda or notices issued in connection with this ITB, interested parties must register on Vendor Registry or on Demand Star. The City reserves the right to reject any and all submissions, to waive any and all irregularities in any submission, to solicit and re-advertise for proposals and to make awards in the best interest of the City, as determined in its sole discretion.

The City reserves the right to accept any submittals deemed to be in the best interest of the City, to waive any minor irregularities, scrivener's errors, minor omissions, minor deviations, and/or technicalities in any Proposals, or to reject any or all Proposals and to re-advertise for new Proposals, in accordance with the applicable sections of the Florida Statutes, the City Charter and Code, and this RFP. PROPOSERS ARE ADVISED THAT PROPOSALS OR BIDS SUBMITTED WITH IRREGULARITIES, DEFICIENCIES, AND/OR TECHNICALITIES THAT DEVIATE FROM THE MINIMUM SUBMISSION REQUIREMENTS OF THIS SOLICITATION SHALL RESULT IN A NON-RESPONSIVE DETERMINATION. ONLY MINOR IRREGULARITIES, DEFICIENCIES, AND TECHNICALITIES MAY BE ALLOWED TO BE TIMELY CURED BY PROPOSERS AT THE SOLE DISCRETION OF THE CITY. MATERIAL IRREGULARITIES, DEFICIENCIES, AND TECHNICALITIES CANNOT BE CURED BY THE PROPOSER/BIDDER.

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ARTICLE 1 – GENERAL TERMS AND CONDITIONS

1.1 Definitions

“Authorized Representative” means the Department contact for interaction regarding contract administration.

“City” means the City of Doral, a duly organized municipal corporation under the laws of the State of Florida. This term may also refer to one of the various departments or agencies of the City, as the context indicates.

“Contract” means the contractual agreement ultimately entered into by the City and the Successful Respondent(s) in accordance with the terms of this Solicitation and applicable laws.

“Department(s)” means the City department(s) and offices for which this solicitation is prepared, which will be the end user(s) of the goods and/or services sought.

“Department of Procurement and Asset Management” or “Procurement” means the office responsible for handling procurement-related matters within the City.

“Respondent(s)”: means any person, individual, or entity submitting a response to this solicitation. The terms “Proposer” and “Bidder” are each interchangeable with “Respondent” and with each other and will be used as appropriate in the given context.

“Response(s)” means the written, sealed document submitted by the Respondent(s) according to the instructions set forth in this Solicitation. A response to this Solicitation shall not include any verbal interactions with the City apart from submittal of a formal written submittal. The terms “Proposal” and “Bid” are each interchangeable with “Response” and with each other will be used as appropriate in the given context.

“Solicitation” means this formal request to solicit Responses from responsible and responsive Respondents for the scope and specifications set forth herein. The terms “Invitation to Bid”, “Request for Proposals”, “Request for Qualifications”, and the like are each interchangeable with “Solicitation” and will be used as appropriate in the given context.

“Successful Respondent(s)” means the Respondent(s) whose Response is deemed by the City to be in the City’s best interest and is awarded a contract in accordance with the terms of this Solicitation. The terms “Successful Proposer”, “Successful Bidder”, or “Contractor” are each interchangeable with “Successful Respondent” and will be used as appropriate in the given context.

“Work” means the actual task (i.e., good and/or services to be provided) contemplated by this Solicitation and required in accordance with the terms of the Contract.

1.2 Cone Of Silence

This Solicitation shall be subject to the “Cone of Silence” which shall mean a prohibition on any communication regarding a Solicitation between potential Respondent(s) or their lobbyists or representatives and the City Council, City staff including, but not limited to, the City Manager and his or her staff, and any member of the City’s selection or evaluation committee, except as otherwise explicitly provided herein.

The Cone of Silence shall be imposed upon this Solicitation after the advertisement thereof and shall terminate upon the issuance of the City Manager’s recommendation to award. However, if the City Council refers the Manager’s recommendation back to the Manager or committee for further review, the Cone of Silence shall be re-imposed until such time a recommendation is issued by the City Manager after such additional review.

The Cone of Silence shall not apply to:

- Communications with the City Attorney;
- Oral presentations before evaluation committees;
- Public presentations made to the City Council during any duly noticed public meeting;
- Written communications regarding a particular Solicitation between a potential Respondent, and the City’s Procurement Division, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding Solicitation;
- Duly noticed site visits to determine the competency of bidders/Respondent(s) regarding a particular bid/proposal during the time period between the opening of bids and the time the City Manager makes his or her written recommendation;
- Any emergency procurement of goods or services pursuant to City Code;
- Responses to the City’s request for clarification or additional information;
- Contract negotiations during any duly noticed public meeting;
- Communications to enable City staff to seek and obtain industry comment or perform market research, provided all communications related thereto are in writing or are made at a duly noticed public meeting.

Please contact the City Attorney for any questions concerning Cone of Silence compliance. Violation of the Cone of Silence by a particular bidder or Respondent(s) shall render any award of this Solicitation to said Respondent voidable by the City Manager or Council.

1.3 Examination Prior to Submission

Respondents must thoroughly examine each section. If there is any doubt or obscurity as to the meaning of any part of this Solicitation, Respondents may request clarification by written request to the Department of Procurement and Asset Management.

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 all conditions that may, in any manner, affect the Work to be performed under the Contract. By submission of a Response, it will be construed that the Respondent is acquainted sufficiently with the site(s) and work to be performed.

1.4 Clarifications and Addenda

Questions regarding this Solicitation shall be directed in writing by email to the Department of Procurement and Asset Management at the email address specified in this Solicitation. Answers will be issued simultaneously to all registered Respondents. If it becomes evident that this Solicitation must be amended, the City will issue a formal written addendum to all registered Respondent(s) via email or through Vendor Registry and Demand Star. The addendum will be uploaded to the City's Procurement webpage.

No person is authorized to give oral interpretations of, or make oral changes to, the Solicitation. The issuance of a written addendum shall be the only official method whereby such a clarification is made. Only questions answered by written addenda shall be binding.

1.5 Withdrawal of Response

A Respondent(s) may, without prejudice, withdraw, modify, or correct the Response after it has been submitted to the City, provided the request and any subsequent modifications and/or corrections are filed with the City in writing before the deadline to submit the Response. The original Response as modified by such writing will be considered as the Response submitted by the Respondent(s). No oral modifications will be considered.

1.6 Right To Cancel or Reject Responses

The City reserves the right to cancel this Solicitation or reject any and/or all Responses or portions thereof, and to waive any technicalities or minor irregularities. Each Respondent agrees to hold harmless and covenant not to sue the City, its officials, officers, or employees, for any claims arising out of or in connection with the administration, evaluation, recommendation, or rejection of Responses.

The City does not bind itself to accept the minimum specifications stated herein, but reserves the right to accept any Response, which, in the sole judgment of the City, will best serve the needs and interests of the City. This issuance of this Solicitation itself does not in any way constitute a contractual agreement between the City and the Respondent(s) unless and until the City awards the Solicitation, obtains all required approvals, and executes a Contract in accordance herewith. Furthermore, the City reserves the right to award without further discussion.

The City also reserves the right to award the Contract on a split order basis, group by group, or item by item, or such combination as will best serve the interests of the City, unless otherwise stated.

1.7 Protests

Protests of Solicitations and awards shall be submitted and resolved pursuant to City Code Section 2-338. Protests failing to meet all the requirements for filing shall NOT be accepted. Failure of a party to timely file shall constitute a forfeiture of such party's right to file a protest. NO EXCEPTIONS WILL BE MADE TO THIS REQUIREMENT.

1.8 Incurred Expenses

The City shall not be responsible for any expenses incurred by any of the Respondents for the preparation of their Responses to this Solicitation, or for any associated costs in relation thereto, including without limitation the cost incurred during any presentation or negotiations related to potential award.

1.9 Preparation of Response

Responses should be prepared simply and economically, providing a straightforward, concise description of the Respondent's ability to fulfill the requirements of the Solicitation.

Responses shall include all of the information and forms required by this Solicitation. Failure to utilize the City's forms, or fully complete said forms, may result in the Response being deemed non-responsive. The

Respondent shall be considered non-responsive if its Response is conditioned on modifications, changes, or revisions to the terms and conditions of the Solicitation.

1.10 Submission of Responses & Evaluations

Acknowledgment by Respondent: By submitting a Response, the Respondent certifies that he/she has fully read and understands the Solicitation and has full knowledge of the scope, nature, and quality of services to be performed or goods to be provided. Incomplete, unresponsive, irresponsible, vague, or ambiguous responses to the Solicitation will be cause for rejection, as determined in the sole discretion of the City.

Acceptance/Rejection/Modification: The City reserves the right to negotiate modifications to proposals that it deems acceptable, reject any and all proposals, and to waive minor irregularities in the submittals.

Postponement of Response Opening: The City reserves the right to postpone the date for receipt and opening of Response submissions and will make a reasonable effort to give at least three (3) calendar days' notice, whenever practicable, of any such postponement to prospective Respondents.

Responses Binding: All Responses submitted in connection with this Solicitation shall constitute binding offers to the City for three hundred sixty-five (365) calendar days after opening.

Alternate Responses: An alternate Response shall not be considered or accepted by the City.

Interviews: The City reserves the right to conduct interviews or require presentations prior to selection and award.

Samples: When required by this Solicitation, samples of any goods proposed to be provided by Successful Respondent must be furnished to the City free of charge. Materials or equipment for which samples are required shall not be used in work until approved by the City. Each sample must be labeled with the Respondent's name and delivered within ten (10) calendar days of the Solicitation opening unless another timeframe is specified in this Solicitation. If samples are requested after the Solicitation opening, they should be delivered within ten (10) calendar days of the request. The City will not be responsible for returning samples. Acceptance or approval of a sample shall not be construed to change or modify any Contract requirements.

Inspections: The City, at its sole discretion, reserves the

right to inspect Respondent's facilities or products, as applicable, to determine their capability of meeting the requirements for the Contract.

Proprietary Responses: By submitting a Response, the Respondent acknowledges that the Response will become the property of the City and will not be returned to the Respondents. In the event of Contract award, all documentation produced as part of the Contract will become the exclusive property of the City.

1.11 Prohibition Against Considering Social, Political, or Ideological Interests

Respondents are hereby notified of the provisions of Section 287.05701, Florida Statutes, as amended, which provides that the City will not request documentation of or consider a Respondent's social, political, or ideological interests when evaluating Respondent's responsibility. Respondents are further notified that the City Council will not give preference to Respondents based on their social, political, or ideological interests.

1.12 Identical (Tie) Responses

Responses that are evaluated as being equal with respect to price, quality, and service for the procurement of commodities or contractual services, received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process provided the Respondent complies with the requirements of Section 287.087, Florida Statutes.

1.13 Public Records

This Solicitation and any Responses or other information provided by Respondents in connection therewith, including but not limited to any subsequent Contract, shall be subject to the provisions of Chapter 119, Florida Statutes ("Public Records Law"). Responses are exempt from public disclosure until the City provides notice of an intended decision or until 30 days after opening the Responses, whichever occurs earlier.

By submitting a Response, Respondent(s) acknowledges that the Response, the materials submitted with the Response, the results of the City's evaluation and the subsequent Contract are open to public inspection upon proper request unless explicitly exempt under Florida law. Respondent(s) should take special note of this as it relates to proprietary information that might be included in its Response.

In the event that a Respondent submits information to the City that is proprietary or otherwise exempt from the Public Records Law, such Respondent shall explicitly

indicate the information that is exempt from public disclosure and shall provide reasons therefore and shall identify the applicable exemption with a reference to the applicable law allowing for the exemption. The City reserves the right to make any final determination on the applicability of the Public Records Law.

1.14 Compliance With Applicable Laws

Successful Respondent(s) shall comply with all local, state, and federal directives, ordinances, rules, orders, and laws as applicable to this Solicitation and subsequent Contract. Lack of knowledge by the Respondent(s) will in no way be a cause for relief from responsibility. Respondents must be legally authorized to transact business in the State of Florida.

Non-compliance with all local, state, and federal directives, orders, and laws may be considered grounds for termination of contract(s). If the Successful Respondent(s) observes that the Response or subsequent Contract are at variance with applicable laws, Successful Respondent(s) will give the City prompt written notice thereof. If the Successful Respondent(s) performs knowing it to be contrary to such laws, ordinances, rules, and regulations, such Successful Respondent(s) will bear all liability arising wherefrom.

In the event that any governmental restrictions are imposed that would necessitate alteration of the goods or services requested by this Solicitation and/or offered by the Successful Respondent prior to delivery or completion, it shall be the responsibility of the Respondent(s) to notify the City immediately. In the event the City determines that the alternation diminishes the City's bargained-for exchange or frustrates the project, the City reserves the right to accept the alteration or cancel the Contract.

1.15 Public Entity Crime

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

the convicted vendor list, as defined in Section 287.133, Florida Statutes.

1.16 Equal Employment Opportunity

The Respondent shall comply with Title VII of the Civil Rights Act of 1964 42 U.S.C. Section 2000e et seq., Section 504 of the Rehabilitation Act of 1973 29 U.S.C Section 701 et seq., and Title I of the Americans with Disabilities Act, 42 U.S.C Section 12101 as of 1990 in that: No person in the United States shall on the grounds of race, creed, color, national origin, sex, age, political affiliation, beliefs or disability be subject to discrimination under any program or activity which the Respondent has agreed to undertake by and through the covenants, and provisions set forth in this Contract.

1.17 Compliance with Occupational Health and Safety Act (OSHA) Standards

Respondent certifies that all materials, equipment, etc., contained in its Response meet all OSHA requirements. Respondent further certifies, that, if he/she is the Successful Respondent, and the materials, equipment, etc., delivered is subsequently found to be deficient in any OSHA 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 Successful Respondent. Upon request the contractor shall provide the City with a copy of their written safety program pertaining to the subject of the Contract, if such a program is required by law.

The Successful Respondent 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 confirm 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.

1.18 Scrutinized Companies

Respondent must certify that it is not participating in a boycott of Israel and must also certify that it is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Contractor must submit the certification that is attached to this agreement. Submitting a false certification shall be deemed a material breach of contract. The City shall have the right

to terminate the Contract and seek civil remedies pursuant to Florida Statute § 287.135.

1.19 Fraud and Misrepresentation

Any individual, corporation, or other entity that attempts to meet its contractual obligations with the City through fraud, misrepresentation, or material misstatement, or omission of any material fact, may be debarred in accordance with the applicable provisions of the City Code. The City as a further sanction may terminate or cancel any other Contracts with such individual, corporation, or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation.

1.20 Collusion

Where two (2) or more related parties, as defined herein, each submit a Response to this Solicitation, such Responses shall be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control, and management of such related parties in preparation and submission under such solicitation. Related parties shall mean employees, officers or the principals thereof which have a direct or indirect ownership interest in another firm or in which a parent company or the principals thereof of one Respondent have a direct or indirect ownership interest in another Respondent, for the same Project. Responses found to be collusive, or related as provided above, shall be rejected.

1.21 Respondent in Arrears or Default

The Respondent represents and warrants that the Respondent is not in arrears to the City, City agency, or instrumentality, and is not a default as a Contractor, Vendor, Provider or whose default has not been fully cured by the Respondent's surety or otherwise upon any obligation to the City. In addition, the Respondent warrants that the Bidder has not been declared "not responsible" or "disqualified" by, suspended, or debarred from doing business with any state or local government entity in the State of Florida, the Federal Government or any other State/local governmental entity in the United States of America, nor is there any proceeding pending pertaining to the Respondent's responsibility or qualifications to receive public agreements. The Respondent considers this warrant as stated in this section to be a continual obligation and shall inform the City of any change during the term of the Contract.

The City shall not consider and shall deem as non-responsible, Responses submitted by Respondents

where the City has determined that the Respondent is in monetary arrears, or otherwise in debt or in default to the City, at the time and date bids are due.

1.22 Conflict of Interest

By way of its Response, Successful Respondent recognizes and certifies that no elected official, board member, or employee of the City shall have a financial interest directly or indirectly in the Contract or any compensation to be paid under or through this transaction, and further, that no City employee, nor any elected or appointed officer (including City Council 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 Respondent, 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 Respondent. "Material Interest" for purposes of this subsection shall mean direct or indirect ownership of more than 5% of the total assets or capital stock of the Respondent. Any exception to these above-described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by City. Further, Respondent recognizes that with respect to its Response to this Solicitation, if any Respondent 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 Respondent may be disqualified from furnishing the goods or services for which the Response is submitted and may be further disqualified from submitting any future Responses for goods or services to City. Respondent must complete and execute the Business Entity Affidavit form.

1.23 Assignment or Transfer

The Successful Respondent shall not assign, transfer, convey, sublet or otherwise dispose of its interest in the Solicitation or the subsequent Contract, including any or all of its right, title or interest therein, or its power to execute such Contract to any person, company or corporation without the prior written consent of the City at its sole and absolute discretion.

Further, in the event that the majority ownership or control of the Successful Respondent changes subsequent to the award of this Solicitation or Contract, Successful Respondent shall promptly notify City in writing of such change at least thirty (30) days prior to such change and the City shall have the right to terminate

the contract, at City's sole discretion.

1.24 City Property

Unless explicitly provided otherwise in this Solicitation, property owned by the City which may be furnished for repair, modification, study, etc., shall remain the property of the City. The Successful Respondent shall be liable for any and all damages to City-owned property occurring while in the Successful Respondent's possession. Damages occurring to such property while in route to the City shall be the responsibility of the Successful Respondent. In the event that such property is destroyed or declared a total loss, the Successful Respondent shall be responsible for replacement value of the property at the current market value, less depreciation of the property if any plus any other damages incurred by the City as a result of such loss.

Where Successful Respondents are required to enter onto City real property to deliver materials or to perform work or services in connection with a Contract, the Successful Respondent will assume the full duty, obligation, and expense of obtaining all necessary licenses, permits, inspections, and insurance required. The Successful Respondent shall be liable for any damages or loss to the City occasioned by negligence of the Successful Respondent (or their agent, representatives, or invitees).

1.25 Termination For Default

If the Successful Respondent defaults in its performance under the Contract and does not cure the default within thirty (30) days after written notice of default, the City Manager may terminate this Contract, in whole or in part, upon written notice without penalty to the City. In such event, the Successful Respondent shall be liable for damages including the excess cost of procuring similar supplies or services: provided that if, (1) it is determined for any reason that the Successful Respondent was not in default or (2) the Successful Respondent'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.

1.26 Termination For Convenience

The City Manager may terminate the Contract, in whole or in part, upon 30 days prior written notice when it is in the best interests of the City. If the Contract is for supplies, products, equipment, or software, and so terminated for the convenience by the City, the Successful Respondent will be compensated solely for the supplies, products, equipment, or software that have been delivered to and accepted by the City prior to

termination. To the extent that this Contract is for services and so terminated, the City of Doral shall be liable only for payment in accordance with the payment provisions of the Contract for those services rendered prior to termination. Except as expressly provided herein, the City shall not be liable for any damages incurred by the counterparty to the Contract in connection with such termination.

1.27 Confidentiality

As a political subdivision, the City is subject to the Florida Sunshine Act and Public Records Law. If the Contract contains a confidentiality provision, it shall have no application when disclosure is required by Florida law or upon court order.

1.28 Anti-Trust/Non-Exclusivity

At such times as may serve its best interest, the City reserves the right to advertise for, receive, and award additional Contracts for the goods and/or services specified in this Solicitation, and to make use of other contracts for the purchase of these goods and/or services as may be available.

In case of a default by the Successful Respondent or failure of Successful Respondent to provide the goods and/or services indicated in the Contract, the City may procure the applicable goods and/or services from other sources and hold the Successful Respondent responsible for any excess costs incurred thereby, including, without limitation and as applicable, by retaining any amounts held by the City.

1.29 Quantities

The City does not guarantee or warranty as to the total amount that may or may not be purchased from any resultant Contract. Any quantities included are for bidding purposes only and will be used for tabulation and presentation. The City reserves the right to reasonably increase or decrease quantities as required.

1.30 Audit Rights and Records Retention

The Successful Respondent agrees to provide access to the City, or any of their duly authorized representatives, to any books, documents, papers, and records of the Successful Respondent which are directly pertinent to the Contract, for the purposes of audit, examination, excerpts, and transcriptions. The Successful Respondent shall maintain and retain any and all of the aforementioned records for a minimum of three years after the expiration and/or termination of the Contract.

1.31 Capital and Other Expenditures

Successful Respondent understands that any capital expenditures that the Successful Respondent makes, or prepares to make, in order to provide the goods or perform the services required by the City under the Contract, is a business risk which the Successful Respondent must assume. The City will not be obligated to reimburse amortized or unamortized capital expenditures or any other expenses unless otherwise explicitly agreed to by the City in writing and as part of the Contract.

1.32 Governing Law and Venue

The validity and effect of the Contract shall be governed by the laws of the State of Florida. The Successful Respondent agrees that any action, mediation, or arbitration arising out of the Solicitation or Contract shall take place in Miami-Dade County, Florida.

1.33 Attorney Fees

In connection with any litigation, mediation, or arbitration arising out of this Contract, each party shall be responsible for their own attorney fees through and including appellate litigation and any post-judgment proceedings.

1.34 Disputes

If any dispute concerning a question of fact arises under the Contract, other than termination for default or convenience, the Successful Respondent, and the City department responsible for the administration of the Contract shall make a good faith effort to resolve the dispute. If the dispute cannot be resolved by mutual agreement, then the City Attorney shall resolve the dispute and send a written copy of its decision to the Successful Respondent, which shall be binding on both parties.

1.35 Waiver of Jury Trial

The City and the Successful Respondent knowingly, irrevocably voluntarily and intentionally waive any right either may have to a trial by jury in State or Federal Court proceedings in respect to any dispute arising out of the Contract or the performance of the Work thereunder.

1.36 No Partnership or Joint Venture

Nothing contained in this Solicitation or Contract will be deemed or construed to create a partnership or joint venture between the City and Successful Respondent, or to create any other similar relationship between the parties.

The Successful Respondent is an independent entity under the Contract. Services provided by the Successful

Respondent shall be by employees of the Successful Respondent and subject to supervision by the Successful Respondent, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures, applicable to services rendered under the Contract shall be those of the Successful Respondent.

1.37 Severability

If any provision of the Contract or the application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of the Contract, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

1.38 Indemnification

The Successful Respondent granted a Contract with the City as a result of this Solicitation shall indemnify and hold harmless the City, its officers, agents, directors, and employees, from liabilities, damages, losses, and costs, including, but not limited to reasonable attorney's fees through trial and any subsequent appeals, to the extent caused by the error, omission, negligence, recklessness or intentional misconduct of the Successful Respondent or its agents, employees, or subcontractors or consultants, arising out of or in connection with this Solicitation or the Contract. These indemnifications shall survive the term of the Contract. In the event that any action or proceeding is brought against City by reason of any such claim or demand, the Successful Respondent shall, upon written notice from City, resist and defend such action or proceeding by counsel satisfactory to City. The Successful Respondent expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by the Successful Respondent shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City or its officers, employees, agents and instrumentalities as herein provided.

The indemnification provided above shall obligate the Successful Respondent to defend at its own expense to and through appellate, supplemental or bankruptcy proceeding, or to provide for such defense, at City's option, any and all claims of liability and all suits and actions of every name and description which may be brought against City whether performed by the Successful Respondent or persons employed or utilized by the Successful Respondent.

This indemnity will survive the cancellation or expiration of the Contract. This indemnity will be interpreted under the laws of the State of Florida, including, without limitation, in a manner that conforms to the limitations of §768.28, §725.06 and/or §725.08, Florida Statutes, as applicable and as amended.

The Successful Respondent shall require all subconsultants and subcontractors' agreements to include a provision specifying that they will indemnify and hold harmless the City in the manner substantially set forth above.

The Successful Respondent agrees and recognizes that the City shall not be held liable or responsible for any claims which may result from any actions or omissions of the Successful Respondent in which the City participated either through review or concurrence of the Successful Respondent's actions. In reviewing, approving or rejecting any submissions by the Successful Respondent or other acts of the Successful Respondent, the City in no way assumes or shares any responsibility or liability of the Successful Respondent or subcontracted entities, under the Contract.

Successful Respondent warrants that there has been no violation of copyrights or patent rights in submitting their Response or providing the goods or services requested by this Solicitation. The Successful Respondent 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. Successful Respondent 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 Successful Respondent shall pay all damages and costs awarded against the City.

1.39 City Rights as Sovereign

Notwithstanding any language contained in this Solicitation or subsequent Contract, Successful Respondent understands that the City retains all of its sovereign prerogatives and rights as a municipality under applicable laws, including, but not limited to, any regulatory authority and approvals. Neither the issuance of this Solicitation nor any subsequent Contract shall constitute a waiver of the City's rights as sovereign. In no event shall the City have any obligations or liabilities to the Successful Respondent under the Contract or

otherwise on account of the City's exercise of its sovereign prerogatives and rights and regulatory authority (quasi-judicial or otherwise) as a municipal government.

1.40 Time is of the Essence

Successful Respondent understands and agrees that time is of the essence in the completion and delivery of the goods and/or services to be provided in connection with the Solicitation and subsequent Contract.

Contractor will promptly perform its duties under the Contract and will give the Work as much priority as is necessary to cause the Work to be completed on a timely basis in accordance with the Contract. All Work shall be performed strictly (not substantially) within the time limitations necessary to maintain the critical path and all deadlines established in the Contract. Time is of the essence in performance of the Work.

1.41 Delivery

The delivery of any all goods required by this Solicitation and resultant Contract shall be delivered F.O.B. Destination (i.e., at a specific City-designated address), and delivery costs and charges (if any) will be included in the quoted price. Exceptions shall be noted.

Goods or material(s) delivered to the City pursuant to this Solicitation and resultant Contract shall remain the property of the Successful Respondent until accepted to the satisfaction of the City. In the event goods or materials delivered to City are found to be defective or do not conform to specifications, the City reserves the right to reject or return the same to the Successful Respondent at the Successful Respondent's expense. Rejected goods left longer than thirty (30) calendar days will be regarded as abandoned and the City shall have the right to dispose of them as its own property. Rejection for non-conformance or failure to meet delivery schedules may result in the CONTRACTOR being found in default.

1.42 Brand Names

Unless otherwise provided in this Solicitation, if a brand name, make, manufacturer trade name, or vendor catalog is mentioned, whether followed by the words "approved equal" or otherwise, it is the intent of the City that such name is included for the purpose of establishing a grade or quality of material only. Bidder may offer alternatives of equal quality and appropriateness for the City's needs with appropriate identification, samples, and/or specifications. The City shall be the sole judge concerning the merits of items as equals.

1.43 Contract Amendments

The Contract(s) that result from this Solicitation may not be modified except pursuant to written amendment executed by both the City and the Successful Respondent, or their authorized successors or assigns.

1.44 Conflicts and Order of Precedence

This Solicitation and Contract shall be read together to avoid any conflicts. However, in the event of a conflict or inconsistency between this Solicitation or any exhibit attached hereto, any document referred to herein, or any document incorporated into this Solicitation and Contract by reference, and a term, statement, requirement, the Response by Successful Respondent, specifications and plans prepared by the Successful Respondent, if applicable, or provision of the Contract the following order of precedence shall apply:

In the event of any conflicts between the Contract and Solicitation, the Contract, as may be amended, shall govern.

Where there appears to be a conflict between the General Terms and Conditions, Special Terms and Conditions, the Technical Specifications, or any addendum issued, the order of precedence shall be the last addendum issued, the Technical Specifications, the Special Terms and Conditions, and then the General Terms and Conditions.

In the event of conflicts within the Contract, as amended the priorities stated below shall govern, as applicable:

- Scope of Work and Specifications shall govern over the Response, including without limitation any plans and drawings submitted thereby;
- Larger scale drawings shall govern over smaller scale drawings;
- Figured or numerical dimensions shall govern over dimensions obtained by scaling; and
- Where provisions of codes, manufacturer's specifications or industry standards are in conflict, the more restrictive or higher quality shall govern.

1.45 Contract Interpretation and Construction

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 "furnish" and "furnish and install", "install", and "provide" or words with similar meaning shall be interpreted, unless otherwise specifically stated, to mean "furnish and install complete in place and ready for service".

Miscellaneous items and accessories which are not explicitly mentioned, but which are essential to produce a complete and properly operating product providing the function indicated, shall be furnished and installed without change in the Contract price. Such miscellaneous items and accessories shall be of the same quality standards, including material, style, finish, strength, class, weight, or other applicable characteristics as specified for the major component of which the miscellaneous item or accessory is an essential part, and shall be approved by the City before installation. The above requirement is not intended to include major components not covered by or inferable from the Response and Contract specifications.

1.46 Rights and Remedies

The duties and obligations imposed by this Solicitation and Contract and the rights and remedies available thereunder, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon Successful Respondent and those rights and remedies available to the City, shall be in addition to, and shall not be construed in any way as a limitation of, any rights and remedies available by law, by special guarantee or by other provisions of the Contract.

1.47 Inspection of Project Records

The City shall have the right to inspect and copy during regular business hours at City's expense, the books and records and accounts of Successful Respondent which relate in any way to the Contract, and to any claim for additional compensation made by Successful Respondent, and to conduct an audit of the financial and accounting records of Successful Respondent, which arise out of the Contract. Successful Respondent shall retain and make available to City all such books and records and accounts, financial or otherwise, which relate to the Contract and to any claim for a period of three (3) years following final completion of the underlying project at no cost to the City. During the implementation of the work contemplated under the Contract and the three (3) year period following final completion of the same, the Successful Respondent shall provide the City access to such books and records upon five (5) days written notice.

1.48 Notice

Whenever any provision of the Contract requires the giving of written notice it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to them who gives the notice.

1.49 Payment

The City as a municipality is subject to the Local Government Prompt Payment Act, Chapter 218, Part VII, Fla. Stat., as amended. Payments made by the City shall not preclude the City from disputing any items or services billed under this Contract and shall not be construed as waiver or acceptance of any part of the goods or services.

1.50 Taxes

The cost of all applicable sales, use, and other taxes for which Respondent is liable under the Contract shall be included in the prices quoted by the Respondent.

1.51 Employees

The Successful Respondent shall be responsible for the appearance of any and all working on-site personnel assigned to the work in connection with the Contract (clean and appropriately dressed at all times). On-site personnel must be able to supply proper identification at all times.

All employees of the Successful Respondent shall be considered to be at all times the sole employees of the Successful Respondent, under the Successful Respondent's sole direction, and not an employee or agent of the City. The Successful Respondent shall supply competent, suitably qualified, and capable employees and the City may require the Successful Respondent to remove any employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose presence on City property is not in the best interest of the City. The City shall not have any duty to implement or enforce such requirements.

Each employee of the Successful Respondent shall be a citizen of the United States or an alien who has been lawfully admitted for permanent residence as evidenced by an Alien Registration Card. The Successful Respondent agrees not to employ any person undergoing sentence of imprisonment except as otherwise provided by applicable laws.

1.52 Subcontractors or Suppliers

Prior to the commencement of any work pursuant to the Contract, the Successful Respondent shall furnish, in writing to the City, the names of all persons/entities (including those who are to furnish materials or equipment fabricated to a special design), if any, proposed for each principal portion of the work. The City shall notify the Successful Respondent, in writing, of any proposed person or entity to which City has an objection. The Successful Respondent will not employ any subcontractor or supplier against whom the City may

have reasonable objection. Nor will the Successful Respondent be required to employ any subcontractor or supplier who has been accepted by the City, unless the City determines that there is good cause for doing so or if the terms of this Solicitation or Contract specify otherwise.

The Successful Respondent shall be fully responsible for all acts and omissions of their subcontractors and/or suppliers and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts any of them may be liable to the same extent that they are responsible for the acts and omissions of persons directly employed by them.

All work performed for the Successful Respondent by a subcontractor, supplier, or other person will be pursuant to an appropriate agreement between the Successful Respondent and such person. All agreements between the Successful Respondent and all subcontractors, suppliers, or others shall specifically bind the subcontractor, supplier, or other person to all applicable terms and conditions of the Contract for the City's benefit. Nothing in the Contract shall create any contractual obligation or liability on the part of the City to any subcontractor, supplier, or other person having a direct contract with Successful Respondent, including without limitation any payment to any such person, except as may otherwise be required by law.

1.53 Extensions

The City reserves the right to automatically extend the Contract for up to one hundred twenty (120) calendar days beyond the stated contract term in order to provide City departments with continual service and supplies while a new contract is being solicited, evaluated, negotiated and/or awarded. If the right is exercised, the City shall notify the Contractor, in writing, of its intent to extend the Contract at the same price, terms and conditions for a specific number of days. Additional extensions over the first one hundred twenty (120) day extension may occur, if, the City and the Contractor are in mutual agreement of such extensions.

1.54 Hiring Preference for Procured Projects

To the extent applicable, Successful Respondent shall comply with the provisions of City Code Section 2-325, providing a preference for Doral Businesses and Residents in Public Works and Improvements Contracts unless otherwise prohibited by applicable law or grant requirement.

[END OF SECTION]

ARTICLE 2 – SPECIAL TERMS AND CONDITIONS

2.1 Purpose and Intent

The City of Doral, through its Public Works Department, is soliciting proposals from qualified and experienced firms for the operation and maintenance of City-owned 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, operations, and maintenance, including fuel.

2.2 Pre-Proposal Conference

A Pre-Proposal Conference and site visit will be held at the date, time, and location specified in the introduction of this Solicitation. During this conference and site visit all work will be discussed. The Department of Procurement and Asset Management will respond to all questions submitted during the pre-bid conference by issuance of a written addendum to the RFP. Attendance to the Pre-Proposal conference is optional, but highly recommended.

The Cone of Silence will be temporarily lifted during the conference and site visit to discuss the project. Any changes to this solicitation discussed during the conference or site visit shall not be binding unless and until incorporated pursuant to an addendum to this RFP. Upon completion of the conference and site visit, the Cone of Silence shall be reinstated and any substantive questions regarding the RFP shall be submitted in writing to Procurement on or before the questions deadline set forth herein.

Proposers are required to be familiar with all information available in connection with this project, including but not limited to the information obtained pursuant to the pre-proposal conference and site visit. Proposers are also required to carefully examine the facilities and be thoroughly informed regarding all conditions that may affect the work to be performed under contract. By submission of a Proposal, the Proposer certifies that it is acquainted sufficiently with the facilities and the work to be performed.

2.3 Special Definitions

In addition to the definitions set forth elsewhere in this Solicitation, the parties agree that the following words and phrases shall be defined as follows:

“In-Service” means 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” means 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.

“Trolley Operations Manager” means the Trolley Operations Manager at City Public Works Department

or authorized assignee.

“Circulator Service” or “Trolley Circulator System” means the public transit service to serve residents, employees, and visitors within the City of Doral Limits and connections with Miami-Dade County Transit.

“Vehicle Operator” or “Driver” means the individual assigned by the Contractor to operate the trolley.

“Vehicle Miles” or “Vehicle Hours” means 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” means from 5:50 a.m. to 11:00 p.m. on Mondays through Fridays, 6:50 a.m. to 8:00 p.m. on Saturdays, and 7:00 a.m. to 8:00 p.m. on Sundays.

2.4 Minimum Qualifications & Experience of Proposers

The City wishes to engage a Proposer that is regularly engaged in the business of providing the services as described herein. Proposer 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. The term “equipment and organization” as used in this subsection shall be construed to mean a fully equipped and well-established operation as determined by officials of the City.

Awarded Proposer shall be fully licensed to perform the work described herein and shall comply with all applicable State Statutes, local codes, and ordinances. There shall not be any pending criminal charges against the Proposer, principal owners, partners, corporate officers, management and field employees. Proposer shall 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. Proposer shall be transparent and forthcoming in advising the City of past or pending investigations, ethics charges, or alleged conflicts of interests.

All Proposers must meet the following minimum qualifications to be considered for award:

- The Proposer shall have a record of performance providing transit services for a minimum of five (5) years within the last ten (10) years.
- The Proposer shall have been engaged to provide public transit services for at least one (1) public sector agency

Failure to meet the above-stated mandatory minimum qualifications will result in the Proposer’s submittal being disqualified as non-responsive. The City may consider a Proposal responsive where a Proposer has less than the stipulated minimum number of years of experience solely where the Proposer has undergone a name change and such change-of-name has been filed with the State of Florida, or where the Proposer was a subsidiary of a larger firm and the Proposer’s firm has been merged into the larger firm. Proposers must include documentation substantiating the above stated minimum requirements as part of its Proposal for the City to consider crediting the years of experience from the Proposer under its previous name, if applicable.

Proposers must show proof of meeting these minimum qualifications and should do so by the completion of the forms included in Exhibit A. Proposers must also identify at least one (1) reference for each project/contract identified to substantiate specified experience, as required in Exhibit A. Supporting references must include company name or governmental agency, contact person telephone number and email address. It is the responsibility of the proposer to ascertain that the contact person will be responsive.

Additionally, Proposers must identify all government entities, if any, for whom they have entered into agreements for the provision of transit services. Proposers must include a list of Federal, State, or Local government or other public entities (and their respective contact persons and contact information), if any, that have discontinued use of Proposer's services within the past two (2) years and indicate the reasons for the same.

2.5 References

Proposer shall provide a **minimum of three (3) references from clients, including at least one (1) public sector agency for services provided within the past five (5) years**. It is the responsibility of the Proposer to ascertain that the contact person included within the references provided will be responsive. As part of the evaluation process, the City may contact references and conduct an investigation of past performance, including a record check of consumer affairs complaints. Non-responsive or negative references may result in disqualification of submittal. Proposer's submission of a proposal constitutes acknowledgment of this process and consent to investigate. The City is the sole judge in the final determination of Proposer's qualifications.

2.6 Proposal Submittal Instructions

Proposals must be typed or printed in black or blue ink only with 11 point or larger font size on standard Letter size pages. Use of erasable ink is not permitted. All corrections must be initialed. Any information to be submitted as part of the response may be attached behind the required forms.

The Proposal should provide the information required by this RFP in the following order and format:

- I. **Cover Page**: Show the name of Proposer's firm, address, telephone number, and name of contact person, email address, date, and the subject: "RFP 2024-12 Doral Trolley Circulator System"
- II. **Table of Contents**: Proposals should include a table of contents, which includes a clear identification of the material by section and/or by page number. All pages of the Proposal, including the enclosures, should be clearly and consecutively numbered and correspond to the table of contents.
- III. **Cover Letter and Executive Summary**: Provide a narrative summary of the Proposal in a brief and concise manner. The letter should not exceed one page in length.
- IV. **Proposer Qualifications and Experience**: Specify Proposer's experience and qualifications. The Qualification Statement must be written in sufficient detail to permit the City to conduct a meaningful evaluation of the Proposer's capacity to perform, including the following:

- Provide a complete history and description of your company, including, but not limited to the number of years in business, size, number of employees, licenses and certifications, capabilities, and capacity to meet the City's needs as set forth herein.
- Describe in detail the Proposer's relevant experience, including any national, regional or local involvement in the transportation industry.
- Provide details concerning Proposer's experience providing transit services and operations.
- Describe any relevant experience of Proposer in providing transit services to public sector agencies, including to local governments, if any.
- Describe any other business affiliations (e.g., subsidiaries, joint ventures, arrangements).
- List all memberships in trade associations and member involvement.

V. Management Structure and Key Personnel: Identify Proposer's management structure and key management team members, including the following:

- Identify all key professionals who will be directly responsible for services to the City ("Project Team"), including title, number of years at your firm, total number of years of experience in transit and with public entities, professional designations or licenses and peer review evaluations.
- Provide a organizational chart, identifying every member of the Project Team and specify the role and responsibilities of each team member in providing the services outlined in the RFP.
- Specify Proposer's flexibility to add personnel as needed, depending on the City's needs.
- Provide a 1-page resume for each Project Team member, including a copy of applicable licenses/certifications, and experience of every Project Team member that will perform supervisory, management or oversight responsibilities.

VI. Approach, Work Plan, and Subcontractors: This section must describe the Proposer's proposed approach/methodology on this project, and the primary strategies employed by your firm for adding value to the City's Circulator Service, and any additional feature, attributes, or conditions, that City should consider in selecting your firm. Additionally, this section will include the following:

- Describe in detail the Proposer's management plan for monitoring, reporting, and providing the services requested by the City.
- Describe how the firm will communicate effectively with the City
- Specify all subcontractors, if any, and in what capacity they will be used to complete the work.

VII. Plans and Project Implementation: This section identifies the means by which Proposer will implement the project and includes the various plans and programs required by this RFP, including:

- Provide a staffing plan, including the number of specified positions; this should include a copy of all National Institute for Automotive Service Excellence (ASE) Transit Bus Certifications.
- Include a summary of Proposer's Preventive Maintenance (PM) Policy and Program Manual.
- Include a summary of the Parts and Warehousing Plan
- Describe your Employee Retention and Incentive Program.

VIII. Forms and Attachments: Complete and submit all of the forms included in Exhibit A, including all attachments required therein.

2.7 Evaluation Process

The procedure for Proposal evaluation and selection is as follows:

- I. Procurement staff shall preliminarily review the Proposals for compliance with the submission requirements of this RFP.
- II. Phase I: Review by an Evaluation Committee (“Committee”), appointed by the City Manager, shall meet to evaluate each responsive Proposal in accordance with the requirements of this RFP. The Committee shall be composed of at least three (3) but no more than five (5) individuals. The Committee may rank the firms deemed the most highly qualified to perform the required services and shortlist a certain number of top-ranked firms for Phase II evaluation.
- III. Phase II: The Committee will hold brief presentations and interview sessions with either all Proposers or with shortlisted firms. It is highly recommended that the proposed Site Supervisor be a part of these Phase II presentations. If requested by the Committee, oral presentations and/or interview sessions will be scheduled. After such presentations and/or interview sessions, the Committee will reevaluate and re-rank the Proposals. Based on the number of submissions received, the Committee may elect that all Proposers participate in presentations. The City may also decide that the Phase II portion of the process is not necessary and recommend for award based upon Phase I only. Procurement staff will prepare the final score/ranking on behalf of the Committee and will forward the same to the City Manager for the City Manager’s recommendation.
- IV. After reviewing the Committee’s scores and ranking as well as the administrative review conducted by Procurement staff, the City Manager may take any action in the City’s best interest, which may include but is not limited to the following: make a recommendation to award to Council, may reject the Committee’s scoring in whole or in part, may require the Committee to re-evaluate, or may reject all proposals.
- V. The final award shall be subject to approval by City Council. The City shall be the sole judge of its own best interests. Therefore, the City reserves the right, without qualification, to exercise discretion and apply its judgment with respect to any responses submitted, as well as to reject all responses. The City’s decision will be final.

2.8 Evaluation Criteria

The Evaluation Committee will evaluate all responsive proposals based upon the information and references contained in the Proposals. The selection of a Proposer shall be based on the proposal most advantageous to the City. The Evaluation Committee shall utilize the following criteria:

EVALUATION CRITERIA	MAXIMUM POINTS
Qualifications, Experience, and Past Performance	20
Management Structure and Key Personnel	15
Approach, Work Plan, and Subcontractors	20
Plans and Project Implementation	15
Fee Proposal*	30
TOTAL	100

**The Fee Proposal shall be evaluated based on the following objective formula: the lowest cost fee proposal divided by the cost of the proposal being evaluated multiplied by the maximum allowable points. The points for the fee proposal will be rounded to the nearest tenth. By way of example only, if the lowest cost proposal is \$100 and the maximum points for the fee proposal is 30, then a fee proposal of \$200 will be awarded a total of 15 points $[(\$100 / \$200) * 30 = 15]$.*

Extra Points: Following the completion of the allocation of points by the Committee, the Department of Procurement and Asset Management will add the following additional points to qualifying Proposers:

- **Additional five (5) points** to any Proposer's score if such Proposer provides evidence that it is a certified veteran business enterprise, as defined as defined in City of Doral Code Section 2-324.
- **Additional two and one half (2.5) points** to any Proposer's score if such Proposer is headquartered or has an office in the City of Doral.

Proposers will be ranked based on the total amount of points received, with the Proposer receiving the highest number of points ranked highest.

2.9 Basis of Award

The City intends to award a Contract to highly qualified proposer(s) who are responsive and responsible and possess the best combination of qualifications, experience, and value, as further outlined in this RFP and the evaluation criteria, and in the best interest of the City as determined by the City at its sole discretion. The City reserves the right to award a single proposer for all facilities, a primary and secondary proposer for each group, or a combination of proposers on a facility-by-facility basis, if determined to be in the best interest of the City. The City reserves the right to include or exclude additional parks or remove existing parks under the Contract as determined by the City Manager.

2.10 Bid Bond and Performance Bond

All proposals must be accompanied by a Bid Bond in the amount of five percent (5%) of the total bid submitted, to be in the form of a Cashier's Check or Money Order made payable to the City or a Bid Bond written by a surety company authorized to do business in the State of Florida and compliant with State Statute 287.0935. The bond, from all unsuccessful Proposers, if in the form of a Cashier's Check, will be returned after bid award.

Original Bid Bonds shall be submitted to and received by the City Clerk's Office in a sealed envelope no later than the submittal due date at:

City Clerk
City of Doral
8401 NW 53 Terrace
Doral, FL 33166

Within ten (10) calendar days after the City provides notice to the Successful Proposer that they have been awarded this Solicitation ("Notice of Award"), the Successful Proposer shall furnish to the City a Performance Bond 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.

The City must appear listed as obligee on the Bid Bond and Performance Bond. The City will accept a

surety bond from a company with a rating of B+: Class VI or higher as rated by the most recent edition of A.M. Best's Insurance Guide. Each bond required by this Solicitation must be executed by a surety company of recognized standing, authorized to do business in Florida as surety, having a resident agent in Florida.

The Performance Bond may be increased or decreased, at the discretion of the City, as additional routes may be added/deleted. The Performance Bond may also be in the form of a Cashier's Check, made payable to the City of Doral or an Irrevocable Letter of Credit. If the latter is chosen, it must be written on letterhead of a bank located within Miami-Dade County, for the amount of the contract and clearly and expressly stating that it cannot be revoked until express written approval has been given by the City of Doral. To draw on same, the City would merely have to give written notice to the bank with a copy to the Successful Proposer.

Awarded Bidder's failure to execute an Agreement and to furnish the Performance Bond and Insurance within ten (10) days from the date of such Notice will authorize the City to revoke the award and collect against the Bid Bond.

2.11 Licensing

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. 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.

2.12 Award of Contract

The City and the Successful Respondent shall execute a Contract within thirty (30) days after a Notice of Award is issued to the Respondent based upon the requirements set forth in this RFP and as authorized by the City Council at a City Council 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, or cancelled as determined by the City in its sole discretion.

2.13 Contract Term

The Contract shall have an initial term of three (3) years from the Contract's effective date. Prior to, or upon completion of that initial term, the City shall have two (2) options to renew the contract for an additional two (2) years each for a maximum total of seven (7) years under the same terms and conditions included within the initial term. Continuation of the contract beyond the initial term, and any renewal subsequently exercised, is a City prerogative, and not right of the Successful Respondent(s).

2.14 Pricing and Adjustments

2.14.1 Pricing

Each Proposer shall detail any and all fees and costs to provide the required Work under this Solicitation, as more particularly described in Article 3. Failure to submit compensation proposal as required shall disqualify Proposer from consideration.

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

2.14.2 Adjustments

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. Without limiting the rights of the City under of this Solicitation and Contract, the City reserves the right to negotiate cost(s) or seek another vendor for the provision of said service(s).

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' 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.

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 (i) they are not properly documented, (ii) the increases are unreasonable or excessive, as determined by the City in its sole discretion, or (iii) the increases would require the City to exceed the City's approved budget for this service. In the event the City does not wish to accept the adjusted costs at its sole discretion, 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 have 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 the City Manager.

2.15 Invoices and Payment

Invoices and supporting documents are to be submitted to the Trolley 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 Trolley 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 Trolley Operations Manager by the 15th of the month.

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.

2.16 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 Successful Proposer's/Contractor's and their subcontractor's responsibility to understand and comply with this 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 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 Successful Proposer'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 Successful Proposer/Contractor must provide for any, and all information to make a wage and contractual price increase(s) determination.

It is the Contractor'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.

2.17 Records and Reports

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. The records retention requirements set forth in this Solicitation 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 of inspection, audit, and copying at reasonable times during the Contractor's usual and customary business hours.

Weekly Passenger Count Summary Report and Monthly Summary Reports shall be provided to the Trolley 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.

The format to be used for the reports and summaries required herein shall be developed by the Contractor and subject to approval by the Trolley Operations Manager of the City. The Contractor shall certify as accurate all information given to the City.

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 by way of 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: 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 Report Records: Daily time report 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): 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 Trolley 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 Insurance Requirements

Contractor is responsible for insuring Trolleys (including any wrapping and other exterior improvements as well as all equipment installed therein) against physical damage. Contractor shall also be responsible for payment of any deductible. Accordingly, the Contractor shall maintain, at their sole expense, and during the term of this agreement, insurance policies and coverage as set forth in Exhibit B. The City reserves the right to require additional insurance in order to meet the full value of the scope of services. Upon award, the Contractor must furnish a Certificate of Insurance and Declaration of Coverage showing the City of Doral as additional named insured on each of the policies required herein.

The Certificate of Insurance 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 in accordance with policy requirements set forth herein. 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 coverage sufficient to satisfy the requirement herein are in effect for the term of the Contract as may be extended.

Should Contractor fail to obtain, maintain, or renew the policies of insurance referenced in this Section, in the required amounts and/ or in the required form and manner, the City may, at its sole discretion, automatically terminate this Agreement for cause or, in the alternative, after at least seven (7) calendar days prior written notice to Contractor, and without Contractor obtaining, maintaining, or renewing such insurance, obtain such insurances, and any sums expended by the City in obtaining such insurance, shall be repaid by Contractor to City, plus ten percent (10%) of the amount of premiums paid to compensate City for its administrative costs. If Contractor fails to repay City's expenditure within fifteen (15) calendar days of demand, the total sum owed shall accrue interest at the rate of twelve percent (12%) until paid or, at its option, the City may declare the Agreement in default pursuant to the Contract.

2.19 Damages to Public / Private Property

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 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).

2.20 Contract Cancellation

The City of Doral reserves the right to cancel the Contract for any reason without cause upon thirty (30) days written notice to Contractor, and Contractor reserves the right to cancel the 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.

[END OF SECTION]

ARTICLE 3 – SCOPE OF WORK / TECHNICAL SPECIFICATIONS

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.

Accordingly, the City of Doral is requesting per hour costs to operate all route circulators, as described herein. Contractor shall operate and maintain the Trolley Circulator System in compliance with the City’s 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.

Responsibility for Contractor’s day-to-day operations shall be vested in the Contractor’s full-time System Manager. In addition, an owner or officer of the Contractor with decision-making authority shall be available either by phone, by electronic mail or in person to make decisions or provide coordination as necessary.

The selected 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, FDOT service development program requirements, including audits and inspections, and Federal American Recovery and Reinvestment Act (ARRA) reporting requirements.

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

All services rendered shall be subject to the control of the City and coordinated by the City. 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 the terms of the Contract.

3.2 Existing Transit Services

The City currently has four (4) trolley routes providing service throughout the City, which complements

the Miami-Dade Transit services, including Metrobus and Metrorail service. The City coordinates existing transit services with the Circulator Service. The City may add additional routes, but the same have not been determined at this time.

3.3 Service Description

The Circulator Service is currently operated pursuant to an Operations and Maintenance contract. The City's current fleet consists of sixteen (16) operating trolleys. Additionally, the City is in the process of obtaining eight (8) new trolleys for a total of twenty-four (24) trolleys. Each trolley has capacity for between twenty-four (24) to thirty-four (34) seated passengers. The Circulator Service operates seven (7) days a week, and may include holidays, for approximately sixteen (16) hours during weekdays, twelve (12) hours on Saturdays, and thirteen (13) hours on Sundays.

The current operating schedule is detailed in the table below.

Route No.	Service Days	Approximate Service Times	No. of Trolleys
1	Monday – Friday	6:00 AM – 10:00 PM	4
1	Saturday	7:00 AM – 8:00 PM	2
1	Sunday	7:00 AM – 8:00 PM	1
1 (peak)	Monday – Friday	2:45 PM – 5:00 PM 3:40 PM – 6:40 PM	1
2	Monday – Friday	6:00 AM – 9:00 PM	2
2	Saturday	6:50 AM – 7:50 PM	1
3	Monday – Friday	5:50 AM – 9:30 PM	2
3	Saturday	6:50 AM – 7:00 PM	1
4	Monday – Friday	6:00 AM – 11:00 PM	2

Contractor will be required to operate a minimum of twelve (12) trolley vehicles, but may be required to operate more, at the City's discretion. Each route, number of operating trolleys, and the level of service may be refined by the City at its sole discretion, including as necessary based on system performance.

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

The current service area is shown in the Doral Trolley Map attached hereto as Exhibit D, which identifies locations that serve as key generators of trolley passengers in the City.

3.5 Operations Procedures

3.5.1 General Operations

The Contractor shall be responsible for managing, operating, and maintaining the City's public transportation system to the City's satisfaction in accordance with the requirements set forth in this RFP and the corresponding Scope of Services, including but not limited to:

- Complying with the City's Operations and Performance Standards set forth in the attached Exhibit C;

- Maintaining a fully functional office, including, but not limited to, phones, facsimile, copy machine, personal computer with appropriate software.
- Creating and implementing the following plans and procedures, subject to City approval:
 - Procedures for operating vehicles and providing service;
 - Plans for replacement of disabled Vehicles;
 - Procedures for communication, with high importance on timeliness, for notifications of delays, service interruptions, daily assignments, and email responses;
 - Accident review procedures and Operator corrective processes;
 - Radio check in and coordination procedures for maintaining Vehicle headways;
 - Procedures for pre and post-trip inspections;
 - Procedures for dispatching Vehicles to achieve balanced accumulation of mileage for each Vehicle in the fleet and accomplish required Service and maintenance;
 - Contingency plan for emergencies such as accident, fire, mechanical failure, inclement weather, and criminal activity (included in Security Program Plan);
 - Procedures for the handling of public and internal comments and complaints;
 - Customer service guidelines, employee standards of conduct;
 - Substance abuse and drug and alcohol testing program
 - Operator training plan (including hospitality and courtesy training);
 - Procedures to ensure that stop announcements are made by operators (if annunciators are non-functional);
 - Operator safety, recognition and rewards program. Incentive program for front line employees who provide excellent customer service should be made available;
 - Disciplinary procedures for the Operator misconduct;
- Understanding and maintaining knowledge of technology required for the transit system;
- Maintaining, and providing the City with, an updated list of names and phone numbers of contact persons who can make operating decisions and be reached during operating hours and after hours;
- Ensuring that no animals, except service animals, are permitted on the vehicles;
- Promptly providing the City with events and passenger counts obtained by usual and customary logging procedures;
- Utilizing operators that demonstrate courtesy, helpfulness, and exceptional driving habits;
- Requiring that all operators log and report all events that impede vehicle movement;
- Supervising, with sufficient supervisory level personnel to respond to service problems, monitoring performance schedules and procedures, and enabling operators to communicate with the base office, during all hours of operation.

3.5.2 Safety of Operations

The Contractor shall observe all safety rules and other requirements of regulatory bodies having jurisdiction 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 to ensure safety rules are not being violated. Without limitation of the foregoing or any the requirements set forth in this RFP, the Contractor shall:

- Not use or allow the vehicles to be used for any illegal purpose.
- Not use the vehicles for the towing of other vehicles or items or any purpose other than the transportation of passengers.

- Not overload the vehicles beyond their specified carrying capacity nor operate a vehicle in an unsafe manner.
- Not utilize the vehicles dedicated to the City in any manner not otherwise specified in this RFP unless specifically authorized in writing by the City.
- Ensure that wheelchair lifts are functioning at ALL TIMES.
- Operate all vehicles with headlights and taillights turned on while in service.
- Pick up and discharge passengers from the specific stops designated by the City along the routes described herein, as may be amended by the City in its sole discretion.
- Utilize four-way flashers whenever the vehicle is stopped to load or unload passengers.
- Provide service to all orderly persons who comply with the City's ridership rules and regulations.
- Not discriminate against any passenger because of race, color, religion or country of origin, age, gender, sexual preference or disability.
- Provide assistance to passengers, especially the mobility impaired, 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.
- 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 RFP have been developed by the City and are subject to change.

3.5.3 Management

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

3.5.4 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.

3.5.5 Adjustment to Service

Adjustments to service shall be the prerogative of the City. The City expects to work closely with the Contractor on such modifications in order to provide efficient and responsive service. 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. 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. The City will notify the Contractor 30 days in advance of any major service changes.

3.5.6 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 Successful Proposer 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 Successful Proposer prior to commencing any service extension.

3.5.7 Holidays

The Operator shall be required to operate on the following holidays:

- Martin Luther King's Birthday
- President's Day
- Columbus Day
- Veteran's Day
- Friday after Thanksgiving Day

The City, at its sole discretion, may require the Contractor to operate on all other holidays, including without limitation the following:

- New Year's Day
- Memorial Day
- Juneteenth
- Independence Day/4th of July
- Labor Day
- Thanksgiving Day
- Christmas Day

3.5.8 Facilities

The following facilities are required to effectively manage and operate the Circulator Service:

- A dispatch room and supervisor station;
- Facility for setup of maintenance and to secure storage of the City's vehicles;
- Storage for the Contractor's vehicle maintenance (including cleaning supplies) and equipment;
- Fueling facilities to provide a dedicated source of fuel available in emergencies;
- Break room for drivers and staff, showers, and restroom facilities may also be required.

Prior to signing a Contract, the City reserves the right and privilege to inspect the Proposer's closest maintenance and storage facility.

3.5.9 Liquidated Damages

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

3.6 Vehicles

3.6.1 Current 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
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
DT010	30'	Biodiesel	2015	Freightliner Hometown	24 – 28	2
DT011	30'	Biodiesel	2015	Freightliner Hometown	24 – 28	2
DT012	32'	Biodiesel	2016	Freightliner Hometown	26 – 30	2
DT013	33'	Biodiesel	2018	Freightliner Hometown	30 – 34	2
DT014	33'	Biodiesel	2018	Freightliner Hometown	30 – 34	2
DT015	33'	Biodiesel	2018	Freightliner Hometown	30 – 34	2
DT016	33'	Biodiesel	2018	Freightliner Hometown	30 – 34	2
DT017	30'	Biodiesel	2020	Freightliner Hometown	24 – 28	2

3.6.2 New Vehicles

The City is currently in the process of acquiring eight (8) new trolleys for an anticipated total of twenty-four (24) trolleys.

3.6.3 Initial Vehicle Inspection

The City and the Selected Proposer shall make arrangements as necessary to schedule inspections prior to executing an agreement.

3.6.4 Replacement (Backup) Vehicles

The Contractor must provide at least one (1) vehicle to serve as backup in the event no spare trolley vehicles are available to be in service (“Backup Vehicle”). The Backup Vehicle provided must meet or exceed the current trolley vehicle minimum specifications (including but not limited to ADA accommodations, seating capacity, and height clearance) subject to approval by the City.

Contractor's vehicles for use as temporary replacement in the Circulator Service should meet all specifications as defined in this Solicitation 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.

The City and the recommended Proposer shall schedule inspections of Backup Vehicles prior to executing an agreement. Backup Vehicles not meeting minimum requirements will render proposer non-responsible and be cause for the City to negotiate with the next highest ranked firm.

3.6.5 Exclusive Use

The awarded Contractor shall not enter into any agreement with any other third party for use of any equipment and/or personnel dedicated to the services set forth in this Contract without prior written City approval.

3.6.6 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 Contractor shall maintain records to document the various records pertaining to each Vehicle, including, but not limited to:

- I. The completion of required inspections;
- II. The timely execution of scheduled servicing;
- III. Major repairs and replacement of Vehicle components
- IV. Use of parts and components;
- V. Unscheduled maintenance;
- VI. Accident repairs and body work;
- VII. Warranty work and claims;
- VIII. Fuel and oil and fluids consumption on a unit per Vehicle basis;
- IX. Vehicle mileage and hours of operation;
- X. Tire and brake life;
- XI. Hours of operation;
- XII. Frequency of service provided;
- XIII. Days of operation;
- XIV. Total actual vehicle miles – the total miles a vehicle travels including any deadhead;
- XV. Total actual vehicle revenue miles, if applicable – the total miles the vehicle travels while in revenue service, excluding any deadhead;
- XVI. Total actual vehicle revenue hours, if applicable – the total hour the vehicle travels while in revenue service, excluding any deadhead;
- XVII. Total scheduled vehicle revenue miles – the total vehicle revenue miles computed from the scheduled service excluding deadhead, service interruptions, and special additional services;
- XVIII. 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);
- XIX. Passenger Miles – the sum of the distances ridden by each passenger;
- XX. Cost per rider;
- XXI. Ridership for each route;
- XXII. Preventative maintenance

In addition to the above, 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 the 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 and available for City inspection.

3.6.7 City Inspections

The City shall have the right and authority to periodically conduct, with or without prior notice, inspections of the Vehicles and Contractor maintenance records and procedures for the duration

of the Contract. The City shall order necessary and reasonable revisions to such procedures as determined to be in the best interests of the City.

- I. All mechanical defects in the Vehicles identified by a City inspection shall be corrected within two (2) days.
- II. Vehicles with safety defects that would impair safe operations shall be removed from Service immediately and the problem corrected.
- III. 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 City employees. These fleet audits will include extensive vehicle inspections, utilizing the pits and lifts of the facility, and may also involve inspection of maintenance documentation and 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.

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 throughout the term of the Contract. Audit reports will be available to the Contractor and the consultants will provide follow-up meetings and suggestions.

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.

Repairs: Any deficiencies in the vehicle fleet identified by the audits shall be repaired by the Contractor at Contractor's expense. Within ten (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" (i.e., rendered unusable) shall be repaired immediately.

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 at the Contractor's sole expense and approved by the City, to provide a second opinion. With assistance from the City's auditor and the third-party auditor if any, 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.

The Contractor shall immediately remove from operation any bus that is determined by the City should be removed from operation due to needed repairs, cleaning, or other action.

3.6.8 Cleaning

The 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. The 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. The 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. 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 graffiti on a vehicle is offensive or vulgar and cannot be removed, such vehicle shall be taken out of service immediately.

The 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.

3.6.9 Service Standards and Customer Service

The Contractor shall strive to provide the services required herein in a manner that will maximize productivity and provide exceptional customer service, prioritizing performance standards always.

The Contractor and the City shall periodically meet or discuss to evaluate performance of the Contractor's system and policies based upon these standards. If the standards are not being fulfilled by the Contractor, they shall be adjusted subject to final input and approval 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 may, at its sole discretion, assess monetary penalties.

3.6.10 Lost and Found

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 secured by the driver. It is the City's goal to return the property to the passenger(s). 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.

3.6.11 Fuel

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

3.7 Vehicle Maintenance and Repair

The City shall not be required to repair, replace, or maintain any vehicle. 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.

3.7.1 Goals and Objectives

The Contractor must establish and track a program, subject to City review and approval, setting forth vehicle maintenance goals and objectives. A general description of the proposed

maintenance and repair program shall be submitted with the initial Proposal in response to this Solicitation. A detailed version of the maintenance and repair program shall be submitted to the City for approval at least thirty (30) days before the first day of service provision.

Contractor shall provide all general repairs to vehicles provided by this Contract, as necessary, including without limitation the replacement of items that are, or appear to be, worn out (such as seat covers).

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. 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 roadside call service, including towing of disabled vehicles, will be performed by the Contractor. Scheduled maintenance tasks shall be related and be in accordance with FDOT preventative maintenance schedule (along with routine daily service performed during fueling operations).

3.7.2 Preventative Maintenance

The Contractor shall submit with its proposal a written Preventive Maintenance Policy and Program Manual ("PM Program"). The Contractor shall provide a separate PM Program 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 in accordance with the PM Program and performed to FDOT Preventative maintenance standards. All preventative maintenance 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):

- Daily pre-trip and post-trip inspections.
- Daily servicing of fluid levels, tires, lights and minor mechanical problems.
- Brakes checked weekly.
- Periodic mechanical and safety inspections by mechanics and supervisors, which shall be documented and completed monthly or more often in the event of recurring problems.
- Related Vehicle servicing scheduled in intervals (but in no event less than as recommended by the Vehicle's manufacturer) to reduce downtime and ensure maximum life and performance of Vehicle components.
- The Contractor shall schedule and deliver the Vehicles to a certified inspection station as required to conduct inspections, if and when applicable, without disrupting service.
- Major vehicle mechanical condition inspection and assessment of all Vehicles shall be conducted annually by the Contractor.

Periodic inspection and servicing checklists will be developed that conform, at a minimum, to each Vehicle manufacturers' most stringent service recommendations and generally accepted best industry practices. The 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 HVAC system and the Contractor shall be expected to make all reasonable efforts to change out a vehicle that experiences a malfunctioning HVAC system while in service.

3.7.3 Mechanical and Body Repairs

Within two (2) days of learning of damage or the need for any repairs, the 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 to the City's satisfaction unless otherwise directed in writing by the City. 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.

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. 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.

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.

The 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.

3.7.4 Repair Standards

In conducting necessary repairs, the Contractor will warrant the following:

- Qualified maintenance personnel, utilizing appropriate tools and equipment, trained to complete such work have conducted the repairs; and
- The repairs have been conducted to the best available standards of quality and Original Equipment Manufacturers ("OEM) approved parts have been used to affect the repairs.

3.7.5 Parts, Equipment, and Inventory

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 City 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 the proposed Parts and Warehousing Plan shall be submitted with the initial Proposal in response to this Solicitation. A detailed version of the Parts and Warehousing Plan shall be submitted to the City for approval at least thirty (30) days before the first day of service provision.

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 this contract according to an approved program. Vehicles will arrive at the Contractor's facility with the City owned tires. The Contractor will be responsible for replacing tires for all vehicles.

3.7.6 Variations and OEM

No variation or vehicle system modifications will be allowed without the prior written authorization from the City. Only OEM parts and supplies may be used unless the Contractor obtains prior

written approval from 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 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.

3.7.7 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 compliance with necessary warranty requirements. The Contractor shall track all warranty work including parts and labor and submit claims for reimbursement to the manufacturer/supplier. The 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.

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.

3.7.8 Painting or Wrapping of Vehicles

Vehicles will initially be delivered by the City to the awarded Proposer for management with special paint or decaling/wrapping scheme for Circulator service. It will be the Contractor's responsibility to maintain the existing graphics, with the applicable material as needed, throughout the life of the contract. For the avoidance of doubt, areas of the vehicle that are wrapped and become damaged, must be rewrapped by the awarded Proposer at their cost.

3.8 System Specifications

The Contractor shall coordinate, manage, and control all applicable program activities which shall include but not be limited to providing drivers and all project personnel with all necessary training, supervising all elements of on-street operations, and developing administrative procedures necessary for system operations.

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 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 must also have all applicable state and local business licenses prior to the start of service.

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. Such inspections by the City shall not be considered as any regulatory approval thereof. 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 Solicitation or any reasonable performance standard established by the City.

3.9 Software Access and Data Analysis

The City currently has an agreement with Tracking Solutions Corporation ("TSO Mobile"), which is responsible for providing a digital security camera system, an automated passenger counter system, and web-based GPS automatic vehicle location system. The Selected Proposer shall be required to coordinate with the City's TSO Mobile or any successor vendor to allow for necessary equipment installation and updating. Additionally, Selected Proposer shall be required to coordinate with the City's technology vendor, and shall be responsible to cross train Selected Proposer's staff, to ensure the audio visual equipment displays the correct route information during transit.

3.10 Personnel

3.10.1 Staffing Levels and Wages

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.

3.10.2 Contractor's Personnel

All personnel assigned to this project by Contractor shall be knowledgeable of the Circulator Service and shall comply with the following:

- 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.
- Drivers and dispatchers shall accurately complete and submit the required daily reports.
- Dispatch shall report to the City in a timely manner.
- 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.
- 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.

3.10.3 Vehicle Operators (Drivers)

Contractor shall ensure that all vehicle operators (drivers) satisfy the following requirements:

- Drivers and dispatch personnel shall be bilingual (English and Spanish).
- Drivers 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.
- Drivers 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.
- Any Drivers shall be trained in all operational procedures relating to the Circulator Service,

including thorough knowledge of the service area street network.

- Drivers' performance shall be tracked, through either software (software that will track the operator's driving behavior and/or skills) or reports (including driver behavior through video, complaints, etc.) on a weekly basis, and training shall be recommended to improve these findings.
- Drivers shall be fully trained in defensive driving and vehicle handling.
- 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.
- Drivers shall assist passengers confined to wheelchairs in boarding and shall perform the tie downs.
- 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.
- Regularly assigned Drivers or trained back-up Drivers shall be available and on time daily to ensure consistent and reliable service.
- No Drivers shall take lunch hour or breaks inside or close by his/her vehicle. Passengers must never be kept waiting, except where schedules are maintained.
- 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.
- Each Drivers and vehicle shall have an accurate timepiece available and in clear sight at all times during vehicle operation.
- Drivers are required to have a thorough knowledge of traffic regulations along the route and the schedule time points. Drivers need to be sensitive to ridership comforts, such as the interior temperature on their respective vehicle, cleanliness of vehicles, etc.

3.11 System Safety and Security Program

Trolley System: The 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 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 the Contractor is acting as an independent contractor at all times.

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 FAC and FDOT requirements. The City may have the Contractor update their plans to include elements of the City's SSPP and SPP. The City will then provide oversight of the Contractor's Safety and Security Plans, to ensure that they are following the plans, as required.

3.12 Inquiries and Complaints

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. The Contractor will provide a step-by-step disciplinary procedure in the Operator's Handbook to handle complaints about service provided by the Operators. 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 required. If a driver is involved regarding a complaint, an acknowledged letter signed by the driver involved is also required, including his or her involvement, and any remedial actions.

3.13 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.

3.14 Accident and Incident Procedures

The 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. Contractor shall be responsible for tracking and reporting to the City any incidents that occur, including without limitation taking photographs of any damage immediately following an incident. All traffic accidents involving vehicles/pedestrians, irrespective of injury, shall be immediately reported to the City of Doral Police Department. The Contractor will advise such agency of the accident and request a police unit to investigate the accident.

The City Trolley Operations Manager shall be immediately notified by the Contractor of any accident or incident, including but not limited to those accidents or incidents resulting in injury, in loss or damage to the City's property and/or private property, followed by a written report to the City of such accident or incident within 12 hours. Contractor's written report shall describe the sequence of events in detail and must include the pictures and/or video taken, as well as all available backup. Information that is not available at the time of submitting the report, including statements by driver, attendant, witnesses, etc., police report, or other information, will be provided immediately after such information becomes available. It will be the responsibility of the Contractor to provide follow-up reports in writing within required hours of reported incident whether the incident related to property damage, injury and/or fatality.

3.15 Emergencies and Natural Disasters

In the event of an emergency or natural disaster, the City may require 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 Contractor to provide such emergency services, the 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 Contractor shall be entitled to be paid reasonable compensation for providing such emergency services, provided however, that the amount of such compensation and time of its payment shall be mutually agreed upon by Contractor and the City prior to the conclusion of the emergency, or at such other time as the parties may mutually agree upon. In the event the City utilizes Federally restricted funds, the awarded Proposer agrees to be subject to the supplemental terms and conditions set forth in the attached and incorporated Exhibit E.

[END OF SECTION]

ARTICLE 4 – REQUIRED SUBMISSION FORMS

INTERESTED PROPOSERS ARE TO SUBMIT THE FOLLOWING FORMS IN THE SEQUENCE PROVIDED, INCLUDING INSERTION OF DOCUMENTS WHERE SPECIFIED.

The required forms are attached to this Solicitation as Exhibit A, and are inclusive of the following:

- Solicitation Response Form
- Qualification Statement
- Price Proposal
- Bidder/Proposer Affidavits
- Conflict of Interest Disclosure Form
- Certificate of Authority

SOLICITATION RESPONSE FORM**City of Doral RFP No. 2024-12
Operations & Maintenance Services for Doral Trolley Circulator System**

Date Submitted	
Company Legal Name*	
Date of Entity Formation	
Entity Type (select one)	Corporation / Partnership / LLC / Other:
Corporate Address	
Office Location	
FEI/EIN No.	
Authorized Representative (Name and Title)	

1. Proposer understands and agrees that the Contract Price is Unit Rate Contract to furnish and deliver all of the Work complete in place as such the Proposer shall furnish all labor, materials, equipment, tools superintendence, and services necessary to provide a complete Project.
2. The undersigned Bidder/Proposer agrees, if this Proposal is accepted by the City, 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 for the Price and within the timeframe indicated in this proposal and in accordance with the terms and conditions of the Contract.
3. Bidder/Proposer accepts all of the terms and conditions of the Solicitation, including without limitation those dealing with the disposition of Proposal Security. This Proposal will remain subject to acceptance for 180 days after the day of Proposal opening. Bidder/Proposer agrees to sign and submit the Contract with any applicable documents required by this RFP within ten days after the date of City's Notice of Award (If applicable).
4. By responding to this sealed Solicitation, the Bidder/Proposer makes all representations required by the Solicitation and further warrants and represents that Bidder/Proposer acknowledges that it has received and examined copies of the entire Solicitation documents including all of the following addenda:

Addendum No.: _____ Dated: _____ Addendum No.: _____ Dated: _____

Addendum No.: _____ Dated: _____ Addendum No.: _____ Dated: _____

☐ Check here If no Addenda were issued.

5. Bidder/Proposer further warrants and represents that it has familiarized themselves with the nature and extent of the Solicitation which will become, upon award, a part of the Contract, as well as the required goods and/or services, and applicable laws and regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.

6. Bidder/Proposer further warrants and represents that it has given the City written notice of all errors or discrepancies it has discovered in this Solicitation and Contract and the resolution thereof by the City is acceptable to Bidder/Proposer.
7. Bidder/Proposer further warrants and represents that this Bid/Proposal is genuine and not made in the interest of or on behalf of any other undisclosed person, firm or corporation; Bidder/Proposer has not directly or indirectly induced or solicited any other Bidder/Proposer to submit a false or sham Proposal; Bidder/Proposer has not solicited or induced any person, firm or corporation to refrain from submitting; and Bidder/Proposer has not sought by collusion to obtain for itself any advantage over any other Bidder/Proposer or over the City.
8. Communications concerning this Proposal shall be addressed to:

Bidder/Proposer: _____

Telephone: _____

Email Address: _____

Attention: _____

9. The terms used in this response which are defined in the above-referenced Solicitation shall have the meanings assigned to them in such Solicitation.

STATEMENT

I understand that a "person" as defined in 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 Proposals 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 officers, directors, executives, partners, shareholders, employees, members, and agents active in management of the entity.

SUBMITTED THIS _____ DAY OF _____, _____.

Company Name: _____

Company Address: _____

Authorized Representative Signature: _____

QUALIFICATION STATEMENT

The response to this questionnaire will be utilized as part of the City's evaluation to ensure that the Respondent meets, to the City's satisfaction, the minimum requirements for participating in this Solicitation.

PROPOSER MUST PROVIDE DETAILS FULFILLING THE SOLICITATION'S MINIMUM QUALIFICATIONS.

Bidder/Proposer:			
Total Years in Business:			
Specify timeframe Proposer has provided Transit Services:	From		To
Storage/Work Site Location:			
Storage/Work Site Size and Vehicle Capacity:			

Contracts and References: Identify past and current contracts to comply with the RFP's minimum qualification and reference requirements. Additional contracts may be added by attaching additional tables, as needed.

Contract No. 1			
Name:			
Description:			
Budget/Cost:		Contract Dates:	
Owner/Client Name:		Reference Name:	
Reference Phone No.:		Reference Email:	
Contract No. 2			
Name:			
Description:			
Budget/Cost:		Contract Dates:	
Owner/Client Name:		Reference Name:	
Reference Phone No.:		Reference Email:	
Contract No. 3			
Name:			
Description:			
Budget/Cost:		Contract Dates:	
Owner/Client Name:		Reference Name:	
Reference Phone No.:		Reference Email:	

PRICE PROPOSAL

Description	Quantity*	Unit Price (Hourly)	Total
Furnish all services as required by this RFP, including but not limited to operations, maintenance, fuel, and storage of trolleys	44,700 hrs/yr	\$ _____	\$ _____

**The quantity set forth by this price proposal is provided based on existing operating hours inclusive of all goods and services. There will be additional vehicles as noted in the RFP and may also be future expansion of trolley routes which may increase quantities. In the event of such an increase, the City and Contractor may negotiate rates but in no event shall such rates exceed the per hour rate indicated above.*

NOTE 5% BID BOND MUST BE SEPARATELY SUBMITTED TO CITY CLERK'S OFFICE IN A SEALED ENVELOPE TITLED "RFP NO. 2024-12 DORAL TROLLEY CIRCULATOR SYSTEM" BEFORE THE SUBMISSION DEADLINE

BIDDER/PROPOSER AFFIDAVITS**Business Name:** _____

D.B.A.: _____ Federal I.D. No.: _____

Business Address: _____

City: _____ State: _____ Zip: _____

I, the undersigned affiant do swear and affirm that I am an authorized agent of the above-named business ("Bidder") and authorized to make the following statements and certifications on Bidder's behalf:

1. Ownership Disclosure

Pursuant to City Code Section 2-384, the above-named Bidder hereby discloses the following principals, individuals, or companies with five percent (5%) or greater ownership interest in Bidder (supplement as needed):

<i>Name</i>	<i>Address</i>	<i>% Ownership</i>

The above-named Bidder hereby discloses the following subcontractors (supplement as needed):

<i>Name</i>	<i>Address</i>	<i>% Ownership</i>

Bidder hereby recognizes and certifies that no elected official, board member, or employee of the City of Doral ("City") shall have a financial interest in any transactions or any compensation to be paid under or through any transactions between Bidder and City, and further, that no City employee, nor any elected or appointed officer (including City 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 Bidder, 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 Bidder. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Bidder.

Any exception to these above-described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by City. Further, Bidder recognizes that with respect to any transactions between Bidder and City, if any Bidder 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 Bidder may be disqualified from furnishing the goods or services for which the bid or proposal is submitted and may be further disqualified from

submitting any future bids or proposals for goods or services to City. The term "Bidder," as used herein, include any person or entity making a proposal herein to City or providing goods or services to City.

2. Public Entity Crimes

- a. Bidder is familiar with and understands the provisions of Section 287.133, Florida Statutes
- b. Bidder further understands that a person or affiliate who has been placed on the convicted Bidder list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted Bidder list.
- c. 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.)

3. Compliance With Foreign Entity Laws

Applicant certifies as follows:

- a. Bidder is not owned by the government of a foreign country of concern, as defined in Section 287.138, Florida Statutes.
- b. The government of a foreign country of concern does not have a controlling interest in Bidder, as defined in Section 287.138, Florida Statutes.
- c. Bidder is not organized under the laws of a foreign country of concern, as defined in Section 287.138, Florida Statutes.
- d. Bidder does not have a principal place of business in a foreign country of concern, as defined in Section 287.138, Florida Statutes.
- e. Bidder is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to s. 215.473.
- f. Bidder is not engaged in business operations in Cuba or Syria.
- g. Bidder is not participating in a boycott of Israel, and is not on the Scrutinized Companies that Boycott Israel list in accordance with the requirements of Sections 287.135 and F.S. 215.473, Florida Statutes

4. Disability, Nondiscrimination, and Equal Employment Opportunity

Applicant certifies that Bidder is in compliance with and agrees to continue to comply with, and ensure that any subcontractor, or third party contractor under any and all contracts with the City of Doral 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 12101-12213 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, 29 USC Section 794.
- The Federal Transit Act, as amended 49 USC Section 1612.
- The Fair Housing Act as amended 42 USC Section 3601-3631

5. Conformance with OSHA Standards

Applicant certifies and agrees that Applicant has 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 in the event the City engages Bidder, Bidder agrees to indemnify and hold harmless the City of Doral, against any and all liability, claims, damages losses and expenses the City may incur due to the failure of itself or any of its subcontractors to comply with such act or regulation in the performance of the contract.

6. E-Verify Program Affidavit

Affiant certifies the following:

- a. Affiant is familiar with and understands the provisions of Section 448.095, Florida Statutes and 48 CFR 52.222-54 and has sufficient knowledge of the personnel practices of the Bidder to execute this Declaration on behalf of the Bidder.
- b. Bidder has registered with and utilizes the federal work authorization program commonly known as E-Verify or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in F.S. 448.095, which prohibits the employment, contracting or sub-contracting with an unauthorized alien.
- c. Bidder does not knowingly employ unauthorized aliens or retain in its employ a person whose immigration status makes them ineligible to work for the Bidder.
- d. Bidder has verified that any subcontractors utilized to deliver goods or services to the City through the Contractor's contract with the City use the E-Verify system and do not knowingly employ persons whose immigration status makes them ineligible to work for the subcontractor. The undersigned further confirms that it has obtained all necessary affidavits from its subcontractors, if applicable, in compliance with F.S. 448.095, and that such affidavits shall be provided to the City upon request.
- e. Failure to comply with the requirements of F.S. 448.095 may result in termination of the Bidder's contract(s) with the City of Doral.

7. No Contingency Affidavit

Affiant certifies the following:

- a. Neither Bidder nor any principal, employee, agent, representative or family member has promised to pay, and Bidder has not and will not pay, a fee the amount of which is contingent upon the City of Doral awarding a contract.

- b. Bidder warrants that neither it, nor any principal, employee, agent, or representative has procured, or attempted to procure, a contract with the City of Doral in violation of any of the provisions of the Miami-Dade County conflict of interest and code of ethics ordinances.
- c. Bidder acknowledges that a violation of this warranty may result in the termination of any contracts and forfeiture of funds paid, or to be paid, to the Bidder if awarded a contract.

8. Copeland Anti-Kickback Affidavit

Affiant certifies that no portion of any sums will be paid to any employees of the City of Doral, its elected officials, or its consultants, as a commission, kickback, reward or gift, directly or indirectly by Bidder or any member of Bidder's firm or by any officer of the corporation in exchange for business with the City of Doral.

9. Non-Collusion Affidavit

I, the undersigned affiant, swear or affirm that:

- a. Affiant is fully informed respecting the preparation and contents of the attached Bid/Proposal by Contractor and of all pertinent circumstances respecting such Bid/Proposal.
- b. Such Bid/Proposal is genuine and is not a collusive or sham Bid/Proposal.
- c. Neither the said Contractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including Affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other firm or person to submit a collusive or sham Bid/Proposal in connection with the Work for which the attached Bid/Proposal 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 firm or person to fix any overhead, profit, or cost elements of the Bid/Proposal or of any other person submitting a response to the solicitation, or to fix any overhead, profit, or cost elements of the quoted price(s) or the quoted price(s) of any other bidding/proposing person, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City or any person interested in the proposed Work.
- d. The price(s) quoted in the attached Bid/Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Contractor or any other of its agents, representatives, owners, employees or parties in interest, including this Affiant.

10. Drug Free Workplace Program

Bidder, in accordance with Florida statute 287.087 hereby certifies that the Bidder does all of the following:

- a. Publishes 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.
- b. Informs 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.
- c. Gives each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (a).
- d. In the statement specified in subsection (a), notifies 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, Florida Statutes, 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.

- e. Imposes 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.
- f. Makes a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

_____ Select here if Not Applicable

11. Cone of Silence Certification

Affiant certifies and that Affiant has read and understands the Cone of Silence" requirements set forth in this Solicitation and further certify that neither I, nor any agent or representative of the Company has violated this provision.

BIDDER AFFIRMATION

I, the undersigned affiant, being first duly sworn as an authorized agent of the below-named Bidder, does hereby affirm and attest under penalty of perjury as the proposed Bidder for City of Doral that the certifications and statements provided above on behalf of Bidder are true to the best of affiant's knowledge and belief and that Bidder is compliant with all requirements outlined in these City of Doral Affidavits. Bidder acknowledges it is required to comply with and keep current all statements sworn to in the above affidavits and will notify the City of Doral immediately if any of the statements attested hereto are no longer valid.

Bidder Name

Date Signed

Affiant Signature

Affiant Name & Title (Printed)

STATE OF _____
COUNTY OF _____

The foregoing instrument was affirmed, subscribed, and sworn to before me this _____ day of _____, 20____ by means of ☐ physical presence or ☐ online notarization, by _____ who is personally known to me or who produced the following identification: _____.

[Notary Seal]

Notary Public for the State of _____
My commission expires: _____

CONFLICT OF INTEREST DISCLOSURE**Business Name:** _____

D.B.A.: _____ Federal I.D. No.: _____

Business Address: _____

City: _____ State: _____ Zip: _____

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 automatically 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:

Signature of Authorized Representative	Date	Printed Name of Authorized Representative

CERTIFICATE OF AUTHORITY

(IF CORPORATION OR LLC)

I HEREBY CERTIFY that at a meeting of the Board of Directors of _____, a corporation organized and existing under the laws of the State of _____, held on the ____ day of _____, a resolution was duly passed and adopted authorizing _____ (Name) as _____ (Title) of the corporation/company to execute agreements on behalf of the corporation/company and providing that their execution thereof, attested by the secretary of the corporation/company, shall be the official act and deed of the corporation/company. I further certify that said resolution remains in full force and effect.

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

Secretary Signature: _____

Print Name: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was affirmed, subscribed, and sworn to before me this _____ day of _____, 20____ by means of ☐ physical presence or ☐ online notarization, by _____ who is personally known to me or who produced the following identification: _____.

[Notary Seal]

Notary Public for the State of _____
My commission expires: _____

CERTIFICATE OF AUTHORITY

(IF PARTNERSHIP)

I HEREBY CERTIFY that at a meeting of the Board of Directors of _____, a partnership organized and existing under the laws of the State of _____, held on the _____ day of _____, _____, a resolution was duly passed and adopted authorizing _____ (Name) as _____ (Title) of the partnership to execute agreements on behalf of the partnership and provides that their execution thereof, attested by a partner, shall be the official act and deed of the partnership. I further certify that said partnership agreement remains in full force and effect.

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

Partner Signature: _____

Print Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was affirmed, subscribed, and sworn to before me this _____ day of _____, 20____ by means of ☐ physical presence or ☐ online notarization, by _____ who is personally known to me or who produced the following identification: _____.

[Notary Seal]

Notary Public for the State of _____
My commission expires: _____

CERTIFICATE OF AUTHORITY

(IF JOINT VENTURE)

Joint ventures must submit a joint venture agreement indicating that the person signing this Agreement is authorized to sign documents on behalf of the joint venture. If there is no joint venture agreement, each member of the joint venture must sign this Agreement and submit the appropriate Certificate of Authority (corporate, partnership, or individual).

EXHIBIT B – MINIMUM INSURANCE REQUIREMENTS

MAINTENANCE & OPERATIONS FOR TROLLEY CIRCULATOR SYSTEM

I. Commercial General Liability

A. Limits of Liability

Bodily Injury & Property Damage Liability

Each Occurrence \$1,000,000

Policy Aggregate \$2,000,000

Personal & Advertising Injury \$1,000,000

Products & Completed Operations \$1,000,000

B. Endorsements Required

City of Doral listed as an additional insured

Contingent & Contractual Liability

Premises and Operations Liability

Primary Insurance & Non-Contributory Clause

Waiver of Subrogation in favor of City

II. Business Automobile Liability

A. Limits of Liability

Bodily Injury and Property Damage

Combined Single Limit

Any Auto/Owned Autos or Scheduled Autos

Including hired and Non Owned Autos

Any One Accident \$1,000,000

B. Endorsements Required

City of Doral listed as an additional insured

III. Auto Physical Damage

A. Comprehensive/Collision Deductible \$1,000

B. Endorsements Required

City of Doral listed as loss payee

IV. Workers Compensation

Statutory- State of Florida

Waiver of Subrogation

Employer's Liability

A. Limits of Liability

\$1,000,000 for bodily injury caused by an accident, each accident

\$1,000,000 for bodily injury caused by disease, each employee

\$1,000,000 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.

V. **Umbrella/Excess Liability (Excess Follow Form)**

A. Limits of Liability	
Each Occurrence	\$5,000,000
Policy Aggregate	\$5,000,000

- B. Endorsements Required
City of Doral listed as an additional insured

VI. **Crime Coverage** \$100,000

- A. Endorsements Required
City of Doral listed as Loss Payee

The above policies shall provide the City of Doral with written notice of cancellation or material change from the insurer in accordance to policy provisions.

Companies authorized to do business in the State of Florida with the following qualifications shall issue all insurance policies required above:

The Company 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 Best Insurance Guide published by A.M. best Company, or its equivalent. All policies or certificates of insurance are subject to review and verification by Risk Management.

EXHIBIT C – OPERATIONS AND PERFORMANCE STANDARDS

Make: Supreme Classic American, Hometown or Approved Equal. The City may reserve the right to modify the type of vehicle at its sole discretion.

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.

Number of Vehicles Required to Operate: Min. Requirement of twelve vehicles in service with three (3) backup vehicles; number of vehicles may change based on service modifications.

Capacity: Minimum of 25 passengers or based on type of vehicle selected at the City's sole discretion.

Power/Fuel type: Bio-Diesel, Gasoline, or based on type of vehicle selected at the City's sole discretion.

Accessibility: Must meet ADA requirements for public transit vehicles.

Reliability Standards:

Any vehicles provided by the Contractor for service must not be more than five (5) years old, and in excellent condition. Any temporary backup vehicles that the Contractor 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.

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.

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

On-board amenities: Vehicles provided by the 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.

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

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

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

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

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

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

Number of Routes: 4, with additional optional routes.

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

Drivers shall adhere to scheduled times by arriving no earlier than 5 minutes prior and no more than 5 minutes after the scheduled arrival or departure time. Drivers shall comply with City-provided headway requirements which are anticipated to require at least fifteen (15) minutes between vehicles during the peak period and no more than forty-five (45) minutes between Vehicles in the off-peak period, subject to change by the City.

Moving traffic violations received by any 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 Contractor. Upon the City's request, the Contractor shall remove the Contractor Employee receiving a moving violation from assignment to this Contract.

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

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

Air-Conditioning/Heating System fully operational.

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

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

All vehicles provided by the Contractor must maintain exteriors uniform to the City of Doral standard color schemes.

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.

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 five (5) business days after notification to Contractor, subject to the availability of OEM parts when needed.

Major Body Damage shall be repaired before returning the Vehicle to Service, not to exceed four (4) weeks out of Service, subject to the availability of OEM parts when needed. In the event that additional time is required due to a lack of availability of OEM parts, the Contractor must notify the City to assess whether additional time may be permitted.

As used herein, "Major Body Damage" shall mean any damage that significantly affects the structural integrity, safety, or appearance of the vehicle, such as significant dents, cracks, or missing body panels. "Minor Body Damage" shall mean any damage that does not significantly affect the structural integrity, safety, or appearance of the vehicle, such as small dents, scratches, or minor paint chips.

Vehicles while in Service shall be kept free of trash and debris at all times.

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.**

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.

Public Comments/Complaints. It shall be an objective of the Contractor to limit bona fide complaints from the public, concerning the 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 Contractor for handling. The Contractor will research the complaint and respond to the City in writing within forty-eight (48) hours of receipt of the complaint. The 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.

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 Contractor, including an identification tag. Every employee must also adhere to a code of

personal grooming and hygiene established by the Contractor.

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

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

DETERMINATION OF NON-PERFORMANCE

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

Adjustments. In the event that the 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, reductions in the City payments to the Contractor will be made as described below.

The 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 Contractor's failure to comply with the specified terms and provisions. Nothing in this solicitation or subsequent contract shall be interpreted to waive or otherwise limit the City's ability to seek all legal and equitable remedies for failure to comply with the terms of the agreement not otherwise expressly subject to liquidated damages herein.

With prior notice to the 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.

Service Delivery

<u>First Stop:</u> 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
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If the driver is running late 20 minutes or more to the first stop, they must proceed to the scheduled stop.

<u>Time-point Stop:</u> Failure to achieve the performance standard, arriving no earlier than and no more than 10 minutes after the scheduled arrival or departure time	\$100 per stop
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Skipped Stops

(Including passengers not being picked up):	\$150 per stop per vehicle, up to \$1,500
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Climate Control

Failure to achieve the performance standards described	\$100 per day per vehicle
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Vehicle Condition.

In the event the awarded Proposer fails to achieve the vehicle condition standards as specified in this solicitation within the timeframes provided, the awarded Proposer shall be assessed an initial fee as specified below. If not repaired within the specified time, the awarded Proposer shall be responsible to pay an additional fee per condition for each day after expiration of such timeframe, as noted below:

Graffiti	\$50 per event; \$25 each additional day
Minor Body Damage	\$50 per event; \$25 each additional day
Major Body Damage	\$100 per event; \$50 each additional day
Safety Equipment	\$100 per event; \$50 each additional day
Vehicle Maintenance	\$100 per event; \$50 each additional day
Interior Vehicle Cleanliness	\$25 per event; \$25 each additional day
Exterior Vehicle Cleanliness	\$100 per event; \$50 each additional day
Wheelchair ADA Equipment	\$500 per event; \$100 each additional day

Reporting Requirements.

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

<u>Daily reporting/notifications</u>	
Failure to submit clear and accurate reporting/notifications, including but not limited to service interruption reports and service resolution reports, within 15 minutes after event.	\$100 per event, \$25 each additional 15 minutes (or fraction thereof), up to \$400 for each event

<u>Weekly reports</u>	
Failure to submit clear, complete, and accurate reports on time.	\$250 per event, \$50 each additional day late

<u>Monthly reports</u>	
Failure to submit clear, complete, and accurate reports on time.	\$250 per event, \$50 each additional day late

<u>Police/accident reports</u>	
Failure to submit police/accident reports within 15 calendar days	\$200 per event, \$50 each additional day late

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)
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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
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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
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Uniforms

Failure to achieve this performance standard	\$50 per event
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Service interruption

Failure to provide trolley service	\$100 per hour per vehicle for the length of the interruption of service
No service provided for full route	\$3,000 per day per vehicle

Safety

Any case in excess of one traffic citation per month	\$100 per event
Past due citations	\$200 per event

Trolley Tracker Assignments

Failure to assign trolleys properly and remove them from the system within approx. 15 minutes after event	\$100 per event, \$25 each additional 15 minutes (or fraction thereof). Additional \$100 if City required to assign/remove vehicle(s)
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EXHIBIT D – DORAL TROLLEY MAP

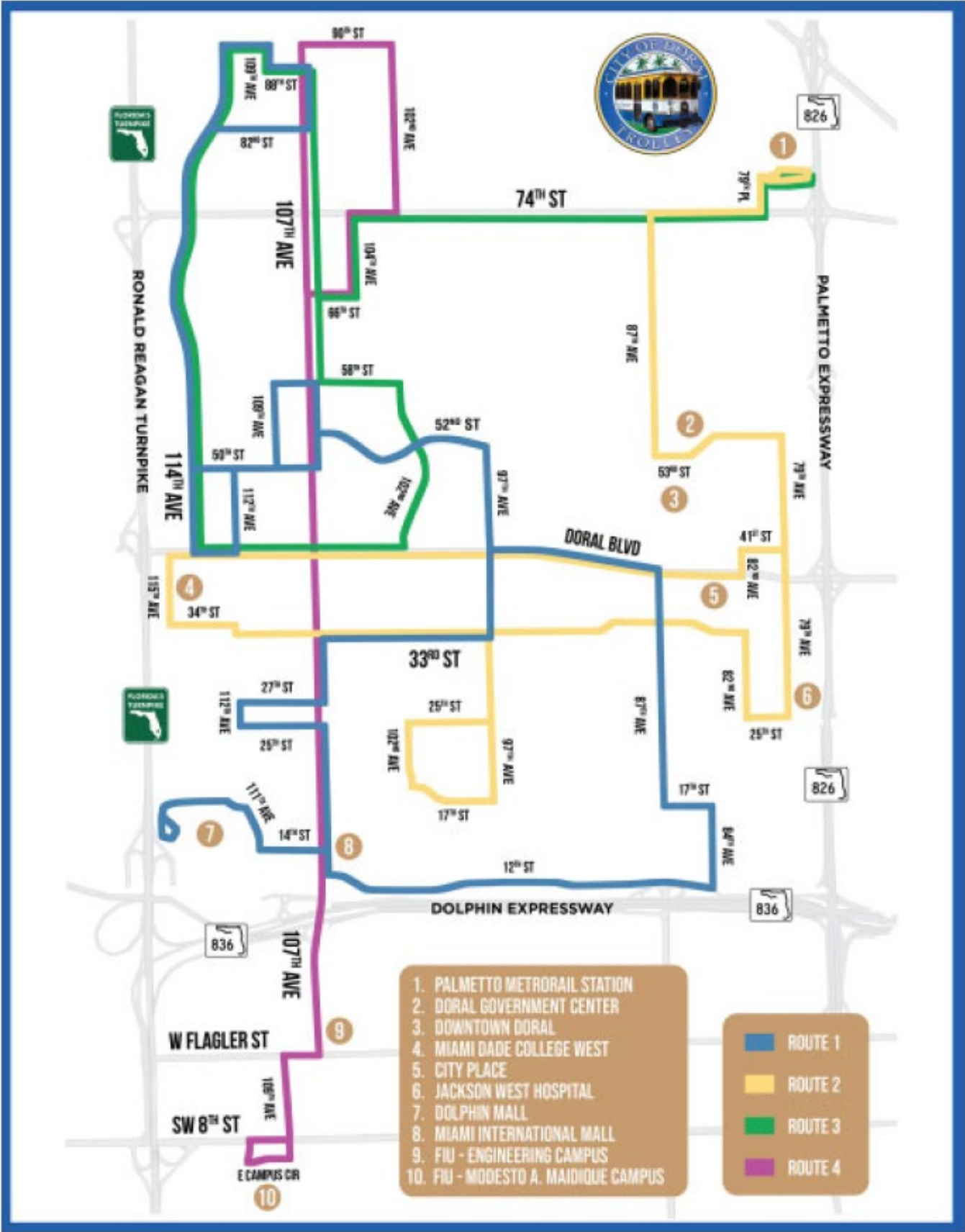


EXHIBIT E

CONTRACT PROVISIONS FOR CONTRACTS UNDER FEDERAL AWARDS

The following provisions shall be applicable to any Contract for federally funded projects to the extent such provision is required in accordance with federal guidelines and shall supersede any conflicting provisions contained elsewhere in the Contract.

A. BREACHES AND DISPUTE RESOLUTION.

For all purchases in excess of the simplified acquisition threshold, currently \$150,000, the following provisions shall apply:

- (1) Disputes and Remedies - Disputes arising in the performance of this Contract which are not resolved by the Contractor and the City's project manager or contractor manager, shall be referred, in writing, to the authorized representative of the City Manager for a decision. If there is a disagreement among the parties regarding the decision of the City Manager's representative, then either party may submit any claim, counterclaim, dispute and other matters in question between the City and the Contractor arising out of or relating to this Contract or its breach to a court of competent jurisdiction within The City of Doral.
- (2) Performance During Dispute - Unless otherwise directed by the City, Contractor shall continue performance under this Contract while matters in dispute are being resolved.
- (3) Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

B. TERMINATION FOR CONVENIENCE

The City, at its sole discretion, reserves the right to terminate this Contract without cause upon thirty (30) days written notice. Upon receipt of such notice, the Contractor shall not incur any additional costs under this Contract. The City shall be liable only for reasonable costs incurred by the Contractor prior to notice of termination. The City shall be the sole judge of "reasonable costs."

C. DEFAULT; REMEDIES; TERMINATION FOR CAUSE

The City reserves the right to terminate this Contract, in part or in whole, or place the Contractor on probation, or to avail itself of all other remedies available at law and equity, inclusive injunctive relief and specific performance, in the event the Contractor fails to perform in accordance with the terms and conditions stated herein. Following breach of the Contract by the Contractor, the City shall provide written notice specifying the breach to the Contractor and advising the Contractor that the breach must be cured immediately or this Agreement may be terminated by the City. The City reserves the right to avail itself of any and all remedies available at law or at equity, including claims for damages and injunctive relief. The City further reserves the right to suspend or debar the Contractor in accordance with the appropriate City ordinances, resolutions and/or administrative/implementing orders. The vendor will be notified by letter of the City's intent to terminate if, following the initial notice of breach, the Contractor fails to timely or adequately and to the satisfaction of the City cure said breach. In the event of termination for default, the City may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement costs shall be borne by the terminated Contractor.

D. EQUAL EMPLOYMENT OPPORTUNITY

- (1) In connection with the performance of this Contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, ancestry, marital status, pregnancy, sexual orientation, veteran's status, or national origin. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, color, sex, age, disability, ancestry, marital status, pregnancy, sexual orientation, veteran's status, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeships. The Contractor further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by MDC setting forth the provisions of this Equal Opportunity clause.
- (2) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
- (4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the Contractor's noncompliance with the Equal Opportunity clauses of this Contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further government

contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- (8) The Contractor will include the provisions of this Equal Opportunity clause in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each of Contractor's vendors and subcontractors. The Contractor will take such action with respect to any subcontract or purchase order as the City may direct as a means of enforcing such provisions, including sanctions for noncompliance.

E. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148) and COPELAND "ANTI-KICKBACK" ACT (18 USC § 40 U.S.C. 3145).

The Davis-Bacon Act and the Copeland Anti-Kickback Act only apply to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. They do not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program. Accordingly, if applicable to this Contract:

- (1) All prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").
 - a. In accordance with the statute, and if applicable, the Contractor must pay all laborers and mechanics employed or working upon the site of the work, unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor pursuant to 29 CFR part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) at rates not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The City will attach a copy of the current prevailing wage determination issued by the Department of Labor to this form.
 - b. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of 29 CFR §5.5; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR § 5.5(a)(4).
 - c. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional

classification and wage rates conformed under paragraph (a)(1)(ii) of 29 CFR § 5.5) and the Davis–Bacon poster (WH– 1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers

- (2) The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Contract. Contractors and Subcontractors are prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The Contractor or subcontractor shall insert in any subcontracts the clause in these subparagraphs (G)(1) and (2), and also a clause requiring the subcontractors to include this clause in any lower tier subcontracts. The Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with this clause. A breach of this clause may be grounds for termination of the Contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

F. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT OF 1962, 40 U.S.C. §§ 3702 AND 3704.

If applicable, the Contractor and all of its subcontractors shall comply with the Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. §§ 3702 and 3704, requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a workweek. In the event of any violation of the preceding clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, the Contractor and subcontractor shall be liable to the City for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth herein, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided herein. The Contractor or subcontractor shall insert in any subcontracts this clause set forth in subsection (F) herein also a clause requiring the subcontractors to include this clause in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in herein.

G. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AWARD.

If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the City wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the City must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

H. THE CLEAN AIR ACT OF 1955, as amended, 42 U.S.C. §§7401-7671q and the FEDERAL WATER POLLUTION CONTROL ACT, as amended, 33 U.S.C. §§ 1251- 1387.

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. and issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC §1251 et. seq.
- (2) The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the City, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

I. ENERGY CONSERVATION.

Contractor agrees to comply with applicable standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. Section 6321 et seq.) and (42 U.S.C. 6201).

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

- (1) This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by the City. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and shall include a provision requiring such compliance in its lower tier covered transactions.
- (2) By signing and submitting this form, the Contractor also executes and provides the City with, and commits to require all lower tiered contractors to also execute, the certification set out herein regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower tier Covered Transaction. The Contractor shall require all lower tier participants to agree that they: a. shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by the City; and b. they will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion", and the certification form, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. The Contractor may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. The Contractor may decide the method and frequency by which it determines the eligibility of its principals. The Contractor may, but is not required to, check the Non-procurement List issued by U.S. General Service Administration. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to in good faith the certification required by this clause.

The knowledge and information of the Contractor and any other participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

- (3) If the Contractor or any other lower tier participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, the City may pursue available remedies including suspension and/or debarment.

K. BYRD ANTI-LOBBYING CERTIFICATION AND DISCLOSURE STATEMENTS.

Contractors who apply or bid for or have received an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

L. RECYCLED PRODUCTS/RECOVERED MATERIALS

The Contractor agrees to comply with all the requirements of Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (42 U.S.C. § 6962), including but not limited to, the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247. All goods and/or services to be purchased as a result of any award under this Contract shall be in accordance with all applicable governmental standards, including, but not limited to those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA). It shall be the responsibility of the Contractor and vendors to be regularly informed to conform to any changes in standards issued by any regulatory agencies that govern the commodities or services applicable to this solicitation, during the term of any contract resulting from this solicitation. In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired:

- (1) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (2) Meeting Contract performance requirements; or
- (3) At a reasonable price. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/regulatorybackground-comprehensive-procurement-guideline-program-cpg>.

M. CONTRACTING WITH SMALL AND MINORITY BUSINESS, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS, C.F.R. § 200.321(G).

Pursuant to C.F.R. 200.321 (g), if Contractor is permitted to subcontract work hereunder, such Contractor shall take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited

whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce;

N. ACCESS TO RECORDS.

In addition to the provisions contained in the Contract, the following access to records requirements apply to this Contract:

(1) The Contractor agrees to provide the City, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the Contract.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OF RELATED ACTS.

The Contractor hereby acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to the Contract.

P. DHS SEAL, LOGO, AND FLAGS.

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

Q. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS.

This is an acknowledgement that FEMA financial assistance may be used to fund all or a portion of the Contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

R. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the Contract.

S. CHANGES

The Contract may be modified by mutual consent, in writing through the issuance of a modification to the Contract.

T. INDEMNIFICATION

For any work performed on Federally funded projects, the Contractor agrees to indemnify and hold harmless the Federal Government, its employees and/or contractors, the County, its employees and/or

contractors, and the City and its employees and/or contractors from liability to third parties for claims asserted under the contract.

U. E-VERIFY.

The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term.

V. DOMESTIC PREFERENCES FOR SUBCONTRACTORS.

As appropriate and to the extent consistent with law, the Contractor should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

For purposes of this section: (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.