

TOWN OF MIAMI LAKES, FLORIDA

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AGENDA
Regular Council Meeting
October 4, 2016
6:30 PM
Government Center
6601 Main Street
Miami Lakes, Florida 33014

- 1. CALL TO ORDER:**
- 2. ROLL CALL:**
- 3. MOMENT OF SILENCE**
- 4. PLEDGE OF ALLEGIANCE:**
- 5. SPECIAL PRESENTATIONS:**
- 6. PUBLIC COMMENTS:**

All comments or questions from the attending public to the Council shall be directed to the Mayor, in a courteous tone. No person other than the Council and the person recognized by the Mayor as having the floor, shall be permitted to enter into discussion without the permission of the Mayor. To ensure the orderly conduct and efficiency of the meeting, public comments shall be limited to three (3) minutes maximum per person; however, the Mayor may authorize the extension of the aforesaid time frame, and any extension shall apply to other individuals speaking on the same subject.

No clapping, applauding, heckling, verbal outburst in support of, or in opposition to a speaker or his/her remarks shall be permitted. Should a member of the audience become unruly, or behave in any manner that disrupts the orderly and efficient conduct of the meeting, the Mayor is given the right and the authority to require such person to leave the Council Chambers.

As a courtesy to others, all electronic devices must be set to silent mode to avoid disruption of the proceedings.

Remote Public Comments: Please register with the Town Clerk from the date the agenda is released (Wednesday before the meeting) to the date before the meeting. For additional information, please contact Clerk@miamilakes-fl.gov

- 7. ORDER OF BUSINESS(DEFERRALS/ADDITIONS/DELETIONS):**
- 8. APPOINTMENTS:**
- 9. COMMITTEE REPORTS:**
Education Advisory Board
Veterans Committee
- 10. CONSENT CALENDAR:**

A. Approval of Minutes

- **August 26 2016 9/11 Meeting Minutes**
- **September 6 2016 First Budget Hearing Minutes**
- **September 6 2016 Regular Council Meeting Minutes**
- **September 20 2016 Second Budget Hearing Minutes**
- **September 22 2016 UF Tree Assessment Site Visit Debriefing Meeting Minutes**

11. RESOLUTIONS:

- A. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AWARDED CONTRACT FOR REQUEST FOR PROPOSAL (RFP) 2016-49, CANAL BANK STABILIZATION, TO ENCO, LLC, AUTHORIZING THE TOWN MANAGER TO IMPLEMENT THE TERMS AND CONDITIONS OF THE CONTRACT; AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE TOWN MANAGER TO EXECUTE CONTRACT; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE. (Rey)**
- B. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, TO APPROVE AWARD OF RFP 2016-44, BUS OPERATIONS SERVICES TO MV CONTRACT TRANSPORTATION, INC.; AUTHORIZING THE TOWN MANAGER TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE CONTRACT; AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE CONTRACT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. (Rey)**

12. NEW BUSINESS:

- A. Jerry's Squad – Hurricane Preparation and Assistance for Seniors of Miami Lakes (Lama)**
- B. Sunday On Demand Bus (Cid)**
- C. Homeowner Protection and Preservation of Resources Act (Pizzi)**
- D. Zika Concerns (Rodriguez)**

***This item will require the waiver of section 7.2 of the Special Rules of Order from the Town of Miami Lakes.**
- E. Traffic flow and Miami "Raceway" North and South (Lama)**
- F. Energy-Savings Trees Program (Cid)**

***This item will require the waiver of section 7.2 of the Special Rules of Order from the Town of Miami Lakes.**
- G. Elimination of Eyesore and Protection of Property Values (Pizzi)**
- H. Alzheimer's Awareness Month (Lama)**
- I. Retention of Employees (Pizzi)**
- J. Honoring Jose Fernandez (Rodriguez)**

***This item will require the waiver of section 7.3 of the Special Rules of Order from the Town of Miami Lakes**

K. Annual Ice Cream Social (Pizzi)

***This item requires the waiver of sections 7.2 and 7.3 of the Special Rules of Order from the Town of Miami Lakes.**

13. MAYOR AND COUNCILMEMBER REPORTS:

A. FDOT Palmetto Improvements (Pizzi)

B. NW 154th Street Bridge (Pizzi)

C. Dream Act Mall (Pizzi)

***This report will require the waiver of section 6.7 of the Special Rules of Order from the Town of Miami Lakes.**

D. A New Kind of Paramedic for Less Urgent 911 Calls (Cid)

***This item will require the waiver of section 7.2 of the Special Rules of Order from the Town of Miami Lakes.**

14. MANAGER'S REPORT:

A. FDOT Encroachment

B. PACE Program Update

C. Elections- Early Voting

ADJOURNMENT:

This meeting is open to the public. A copy of this Agenda and the backup therefore, has been posted on the Town of Miami Lakes Website at miamilakes-fl.gov and is available at Town Hall, 6601 Main Street, Miami Lakes 33014. In accordance with the Americans with Disabilities Act of 1990, all persons who are disabled and who need special accommodations to participate in this meeting because of that disability should contact Town Hall at 305-364-6100 two days prior to the meeting.

Anyone wishing to appeal any decision made by the Miami Lakes Town Council with respect to any matter considered at this meeting or hearing will need a record of the proceedings and for such purpose, may need to ensure that a verbatim record of the proceedings is made which record includes the testimony and evidence upon which the appeal is to be based.

Any member of the public wishing to speak on a public hearing matter on this Agenda or under public comments for items not on this Agenda, should fill out a speaker card and provide it to the Town Clerk, prior to commencement of the meeting. Any person presenting documents to the Town Council should provide the Town Clerk with a minimum of 15 copies.



Town of Miami Lakes Memorandum

To: Honorable Mayor and Councilmembers

From: Education Advisory Board

Subject: Education Advisory Board

Date: October 4, 2016

Attachments:

Education Advisory Board Report

Town of Miami Lakes: Education Advisory Board Report to the Town Council September 6, 2016

MISSION STATEMENT: To assess and advise on the needs and conditions of the schools in the Town of Miami Lakes providing the Town Council with recommendations concerning educational issues.

MEMBERSHIP:	
Name	Committee Position
Paula Hagen	Member
Claudia Luces	Chair
Janet Marti	Member
Star Rodriguez	Member
Marilyn Ruano	Vice-Chair
Jacqueline Vaquer	Secretary
Carlos Salcedo Miami Lakes K-8	Non-Voting
Joaquin Hernandez, Barbara Goleman	Non-Voting
Eric Acosta, Hialeah Miami Lakes	Non-Voting
Lourdes Diaz, Miami Lakes Tech	Non-Voting
Yecenia Martinez-Lopez, Bob Graham Ed. Center	Non-Voting
Manuel Sanchez, Miami Lakes Middle School	Non-Voting

BUDGET 2016-2017: TOTAL \$58,300.00

SCHEDULED EVENTS			
EVENT	DATE	BUDGET	ATTENDANCE
Standardized Testing Support	School Year 2016-2017	\$10,000	All students
Friends of the Library	Fiscal Year 2017	\$4,000	All Patrons
SAT/ACT Prep Courses	Summer 2017	\$4,000	11 th and 12 th grade students in Miami Lakes
Misc./ Buffer for calculations	2016-2017	\$300.00	
Imagination Library	2016-2017	\$2,000	
Town Events	2016-2017	\$2,000	
AP Vocabulary Prep Course MLM, MLK-8 & BGEC	2016-2017	\$26,000	Three schools
STEM Elective Course (MLK8 & BGEC)	2016-2017	10,000	Two Schools

FUTURE PROJECTIONS/CONSIDERATION

To continue enhancing the education experience for the children in our community through collaborative projects with Miami-Dade County Public Schools.



Town of Miami Lakes Memorandum

To: Honorable Mayor and Councilmembers

From: Veterans Committee

Subject: Veterans Committee

Date: October 4, 2016

Recommendation:

Please see attached report.

Attachments:

Veterans Committee Report

Town of Miami Lakes: Veterans Committee

Report to the Town Council September 2016

MISSION STATEMENT: To make recommendations to the town council on policy decisions that will help improve veteran's affairs within the town.

MEMBERSHIP:

Name	Committee Position	Nominated by:
Alejandro Sanchez	Chair	Councilman Ceasar Mestre
EMPTY		Councilman Ceasar Mestre
EMPTY		Councilman Frank Mingo
EMPTY		Councilman Frank Mingo
Nick Monte	Secretary	Councilman Nelson Rodriguez
EMPTY		Councilman Nelson Rodriguez
Gil Mojica	Member	Vice Mayor Tim Daubert
EMPTY		Vice Mayor Tim Daubert
Juan Carlos Talavera	Member	Councilman Tony Lama
EMPTY		Councilman Tony Lama
Gary Cardenas	Member	Mayor Michael Pizzi
Mary Collins	Member	Mayor Michael Pizzi
Drew Karoblis	Member	Councilman Manny Cid
EMPTY		Councilman Manny Cid
William Kniffin	Member	

NOTE: Empty committee seats are: Ceasar Mestre (1), Frank Mingo (2), Nelson Rodriguez (1), Tim Daubert (1), Tony Lama (1), Manny Cid (1)

BUDGET 2016-2017: \$2000

SCHEDULED Activities:

Event	Date	Budget
Care Package Drive	November 2016	\$1000
Flag Retirement	February 2017	\$100
Tree Planting Ceremony	May 2017	\$900

FUTURE PROJECTS/CONSIDERATION:

- Veterans Recognition program
- Veterans Discount program
- Veterans Health Fair Participation



Town of Miami Lakes Memorandum

To: Honorable Mayor and Councilmembers

From: Gina M. Inguanzo, Town Clerk

Subject: Approval of Minutes

Date: October 4, 2016

Recommendation:

Attached please see the minutes for your review and approval.

Approval of Minutes

- August 26 2016 9/11 Meeting Minutes
- September 6 2016 First Budget Hearing Minutes
- September 6 2016 Regular Council Meeting Minutes
- September 20 2016 Second Budget Hearing Minutes
- September 22 2016 UF Tree Assessment Site Visit Debriefing Meeting Minutes

Attachments:

August 26 2016 9/11 Meeting Minutes

September 6 2016 First Budget Hearing Minutes

September 6 2016 Regular Council Meeting

September 20 2016 Second Budget Hearing Minutes

September 22 2016 UF Tree Assessment Site Visit Debriefing Meeting

MINUTES
Meeting to Discuss 9/11 Event
August 26, 2016
3:00 p.m.
Mayor's Conference Room
6601 Main Street, Miami Lakes, FL 33014

1. Call to Order:

The meeting began at 3:10 pm

Present at the meeting were: Mayor Michael A. Pizzi; Councilman Nelson Rodriguez; Pastor Ralph; Nicole Singletary, Community Engagement and Outreach Director; Joseph Ascuntar, Mayor's Assistant; and Helen Roldan, Assistant to the Council/Deputy Town Clerk.

2. Items Discussed:

A. Introduction to Event

On Sunday September 11, 2016, New Testament Baptist Church will be having a patriotic 15th Anniversary Memorial Service in the Church auditorium. The community will be invited to attend the Patriotic Celebration on the DCS Football Field. New Testament Baptist Church will be honoring all current and retired law enforcement, fire fighters and military personnel. They will remember and honor the 9-11 victims and their families.

B. Current

The items that have already been handled include invitations to the community, ordering shirts, the creation of flyers, ordering of challenge coins, and securing the attendance of the honor guard.

3. Actions to be Taken:

- A. Councilman Rodriguez will be reaching out to Miami Dade County Fire Department as well as the canine unit for the event.
- B. The Mayor's office will send a letter to the County mayor, Fire Chief, Police Director, State Officials, and the County Commissioner inviting them to the event.

C. The Mayor will work with Pastor Ralph to identify funding sources that may be able to contribute to the event.

Approved this 4th day of October 2016

Attest:

Michael A. Pizzi, Mayor

Gina M. Inganzo, Town Clerk

MINUTES
First Budget Hearing
September 6, 2016
5:01 PM
Government Center
6601 Main Street
Miami Lakes, Florida 33014

1. CALL TO ORDER:

Mayor Pizzi called the meeting to order at 5:05 p.m.

2. ROLL CALL:

The Town Clerk, Gina Inguanzo, called the roll with the following Councilmembers present: Manny Cid, Tim Daubert, Tony Lama, Frank Mingo, Nelson Rodriguez, Ceasar Mestre, Vice Mayor Tim Daubert and Mayor Michael Pizzi.

3. MOMENT OF SILENCE

Mayor Pizzi called for a moment of silence.

4. PLEDGE OF ALLEGIANCE:

Officer Juan Rodriguez led the Pledge of Allegiance.

5. PUBLIC COMMENTS:

Marta Diaz came before the Town to speak about the budget and the Town's involvement with the Chamber of Commerce.

Esther Colon spoke about the roll-back rate.

Mirtha Mendez spoke about the storm water utilities and about the millage rate.

Lynn Matos spoke in favor of the Youth Activities Task Force's budget requests.

Jan Schneider came before the Town to speak about providing seniors with assistance during times of special needs.

Esperanza Reynolds stated that the Town did not adequately advise residents

regarding the zero based workshops, that employee salaries were not being discussed, the salary structure of the Town the millage rate.

6. ORDINANCES FOR FIRST READING:

A. AN ORDINANCE OF THE TOWN OF MIAMI LAKES, FLORIDA, ADOPTING THE MILLAGE RATE OF THE TOWN FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2016 THROUGH SEPTEMBER 30, 2017, PURSUANT TO SECTION 200.065, FLORIDA STATUTES; PROVIDING FOR DIRECTIONS TO TAX COLLECTOR; PROVIDING FOR NOTICE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. (Rey)

The Town Attorney, Raul Gastesi, read the title of the ordinance into the record.

The Town Manager, Alex Rey, read the following statement: The proposed millage rate for fiscal year 2016-2017 is 2.3518. This rate is the same rate as the current year. The gross taxable value for operating purposes is two billion, eight hundred nine million, six hundred two thousand, two hundred and thirty seven dollars (\$2,809,602,232). The proposed millage rate will generate six million, two hundred seventy eight thousand dollars \$6,278,000 in ad-valorem revenue at a 95% collection rate. The proposed millage rate of 2.3518 is 5.97% above the roll-back rate of 2.2194. The difference between the proposed millage rate and the roll-back rate is primarily due to increases in the police contract, election costs that we will have next year and grounds and right-of-ways and maintenance costs.

The Mayor opened the public hearing.

There being no one else wishing to speak, the Mayor closed the public hearing.

Mayor Pizzi made a motion to adopt the ordinance on first reading. The motion received a second from Councilman Lama. The Town Clerk called the roll and the ordinance was adopted on first reading unanimously.

B. AN ORDINANCE OF THE TOWN OF MIAMI LAKES, FLORIDA, APPROVING AND ADOPTING THE BUDGET FOR THE TOWN OF MIAMI LAKES FOR FISCAL YEAR 2016-17; PROVIDING FOR EXPENDITURE OF FUNDS; PROVIDING FOR AMENDMENTS; PROVIDING FOR CARRYOVER OF FUNDS; PROVIDING FOR THE INCORPORATION OF THE ADOPTED CAPITAL BUDGET AS THE CAPITAL IMPROVEMENT ELEMENT OF THE COMPREHENSIVE PLAN; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. (Rey)

The Town Attorney, Raul Gastesi, read the title of the ordinance for the record.

Mayor Pizzi made a motion to adopt the ordinance on first reading with the understanding that the Town Manager will provide full information on all the requests that were discussed and brought up by the Town Council and he stated that all the recommendations will be reviewed in more depth at the Second Budget Hearing. The motion received a second from Councilman Lama. The Town Clerk called the roll and the ordinance was adopted on first reading unanimously.

7. ADJOURNMENT:

There being no further business to come before the Council, the meeting adjourned at 6:15 pm.

Approved this on the 4th day of October 2016.

Michael A. Pizzi, Jr, Mayor

Attest:

Gina M. Inguanzo, Town Clerk

MINUTES
Regular Council Meeting
September 6, 2016
6:30 PM
Government Center
6601 Main Street
Miami Lakes, Florida 33014

1. CALL TO ORDER:

Mayor Pizzi called the meeting to order at 6:35 pm.

2. ROLL CALL:

The Town Clerk, Gina Inguanzo, called the roll with the following Councilmembers present: Manny Cid, Tony Lama, Ceasar Mestre, Nelson Rodriguez, Vice Mayor Tim Daubert and Mayor Michael Pizzi.

3. MOMENT OF SILENCE

Alejandro Sanchez called for a moment of silence.

4. PLEDGE OF ALLEGIANCE:

Jose Quintero led the Pledge of Allegiance.

5. SPECIAL PRESENTATION:

Mayor and Town Council recognized the following students and participants of Lauderhill 6-12 STEM MED Computer Science Competition: Nehemie Augustin, Victoria Dameus, Shanese Wright, Alicia Eugene, Jakob Kelly, and Samientha Tellus. Ms. Perside Foster, a representative of Oracle and Miami Lakes resident, accepted the recognition on their behalf.

6. PUBLIC COMMENTS:

Jan Schneider came before the Town Council to speak in favor of hurricane preparedness. She seeks council help to address special needs for the elderly community in the town.

David Turino came before the Town Council to speak in regards to the youth center council. He gave information on the council's achievements in the past three months.

Stu Wylie came before the Town Council to speak in favor of 11A.

Elizabeth Delgado came before the Town Council to speak against item 11A.

Mirtha Mendez came before the Town Council and gave her time to Claudia Luces.

Claudia Luces came before the Town Council to speak in regards to item 6. She stated that the skewing of information is offensive and irreprehensible in regards to the Lennar project. She also discussed traffic improvement issues as well as the funds that were part of the development agreement to mitigate the impact of the development, which has not been built yet. She stated we should wait and see what the impact on schools will be as a result of the development.

Alex Deghani came before the Town Council to speak against Item 11A.

7. ORDER OF BUSINESS (DEFERRALS/ADDITIONS/DELETIONS):

Mayor Pizzi requested to move up item 13A, to immediately after order of business. Then he requested to have the Veterans Committee and Education Advisory Board Committee Reports after item 13A. Councilmember Cid requested to move up item 16A the Committee reports. Mayor Pizzi pulled items 14B and 14D. The Town Attorney requested to add an Attorney's Report. The Town Manager asked to add a Manager's Report under 17A. Vice Mayor Daubert pulled item 14E.

Mayor Pizzi made a motion to approve the Agenda as re-ordered. All were in favor.

8. APPOINTMENTS:

The Council appointed Amanda Caceres to the Cultural Affair Committee and Mylo Gonzalez to the Economic Development Committee.

9. COMMITTEE REPORTS:

Education Advisory Board

The Chair of the EAB respectfully requested to defer the presentation to the October 4th Regular Council Meeting.

Veteran's Committee

The Chair of the Veteran's Committee respectfully requested to defer the presentation to the October 4th Regular Council Meeting.

10. CONSENT CALENDAR:

Vice Mayor Daubert made a motion to approve the Minutes from July 26, 2016. Councilmember Lama seconded the motion and all were in favor.

11. ORDINANCES-FIRST HEARING

- A. AN ORDINANCE OF THE TOWN OF MIAMI LAKES, FLORIDA, AMENDING THE TOWN OF MIAMI LAKES LAND DEVELOPMENT CODE BY AMENDING ARTICLE III, BY AMENDING LANGUAGE IN SECTION 13-308; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR REPEAL OF LAWS IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN CODE; AND PROVIDING FOR AN EFFECTIVE DATE. (Lama)

The Town Attorney Raul Gastesi, read the title of the ordinance into the record.

Councilmember Lama made a motion to approve the ordinance in first reading. The motion received a second from Councilmember Rodriguez. The Town Clerk called the roll and the ordinance in first reading passed 5-2, with Councilmember Cid and Mayor Pizzi voting in opposition.

12. ORDINANCES-SECOND READING (PUBLIC HEARING)

- A. AN ORDINANCE OF THE TOWN OF MIAMI LAKES, FLORIDA, AMENDING THE TOWN LAND DEVELOPMENT CODE BY AMENDING ARTICLE VII, SECTION 13-1701, LANDSCAPE REQUIREMENTS; PROVIDING FOR REPEAL OF LAWS IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN CODE; AND PROVIDING FOR AN EFFECTIVE DATE. (Cid)

Councilmember Cid made a motion to approve the ordinance in second reading. The motion received a second from Mayor Pizzi. The Town Clerk called the roll and the ordinance in second reading passed unanimously.

13. QUASI-JUDICIAL ITEMS/APPEALS (PUBLIC HEARING):

Please be advised that the following item on the agenda is quasi-judicial in nature. An opportunity for persons to speak on each item will be made available after the applicant and staff have made their presentations on each item. All testimony, including public testimony and evidence, will be made under oath or affirmation. Additionally, each person who gives testimony may be subject to cross-examination. If you do not wish to be either cross-examined or sworn, your testimony will be given its due weight. The general public will not be permitted to cross-examine witnesses, but the public may request the Board to ask questions of staff or witnesses on their behalf. Persons representing organizations must present evidence of their authority to speak for the organization. Any person presenting documents to the Board should provide the Town Clerk with a minimum of 10 copies. Further details of the quasi-judicial procedure may be obtained from the Clerk.

- A. QUASI-JUDICIAL PUBLIC HEARINGS – Please be advised that the following item on the Board’s agenda is quasi-judicial in nature. An opportunity for persons to speak on this item will be made available after the applicant and staff have made their presentations on the item. All testimony, including public testimony and evidence, will be made under oath or affirmation. Additionally, each person who gives testimony may be subject to cross-examination. If you do not wish to be either cross-examined or sworn, your testimony will be given its due weight. The general public will not be permitted to cross-examine witnesses, but the public may request the Board to ask questions of staff or witnesses on their behalf. Persons representing organizations must present evidence of their authority to speak for the organization. Any person presenting documents to the Board should provide the Town Clerk with a minimum of 10 copies. Further details of the quasi-judicial procedure may be obtained from the Clerk.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, APPROVING A REQUEST IN ACCORDANCE WITH SUBSECTION 13-308(F)(3) OF THE TOWN OF MIAMI LAKES LAND DEVELOPMENT CODE FOR A FINAL PLAT ENTITLED “LOCHNESS GARDENS”; APPROVING WITH CONDITIONS A REQUEST IN ACCORDANCE WITH SECTION 13-304 OF THE TOWN OF MIAMI LAKES LAND DEVELOPMENT CODE FOR A SITE PLAN APPROVAL; SUBMITTED FOR PROPERTY LOCATED 7242 LOCH NESS DRIVE, MIAMI LAKES, FLORIDA, FOLIO NUMBER 32-2014-010-1470, IN THE RU-1 ZONING DISTRICT; PROVIDING FINDINGS; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR APPROVAL; PROVIDING FOR CONDITIONS; PROVIDING FOR VIOLATION OF CONDITIONS; PROVIDING FOR AUTHORIZATION; PROVIDING FOR APPEAL; AND PROVIDING FOR AN EFFECTIVE DATE. (Rey)

The Town Attorney, Raul Gastesi, read the quasi-judicial procedures and resolution into the record. The Town Clerk swore in anyone wishing to speak.

The Mayor opened the public hearing.

The applicant, Edward Martos, respectfully requested a deferral without prejudice so that he could come back with the Architect and get more input from neighbors and review what changes could be made.

Councilmember Mestre made a motion to approve the deferral. The motion was seconded by Councilmember Mingo for discussion. The Town Clerk called the roll and the motion passed 5-2, with Councilmember Rodriguez and Mayor Pizzi voting in opposition.

Mayor Pizzi made a motion to re-open the Public Comments section for residents to express their comments pertaining to item 13A. The motion was seconded by Councilmember Lama and all were in favor.

Esther Colon came before the Town Council to speak in regards to 6A, 6B, and the manager's proposal. She also spoke against the 13A.

Harry Wayar Casey came before the Town Council to speak against the Loch Ness item.

Elizabeth Delgado came before the Town Council to speak against the Loch Ness Item.

Sebastian Lissa came before the Town Council to speak against the Loch Ness Item.

Xiomara Pazos came before the Town Council to speak against the Loch Ness Item.

Jose Quintero came before the Town Council to speak against the Loch Ness Item.

Janet Lopez came before the Town Council to speak against the Loch Ness Item.

Councilmember Cid made a motion to reconsider the motion to defer and to vote it up or down. This motion was seconded by Mayor Pizzi. The Town Clerk called the roll and the motion passed 6-1, with Councilmember Mestre voting in opposition.

Mayor Pizzi made a motion to deny the application. This motion was seconded by Councilmember Rodriguez for discussion. After discussion, Councilmember Lama made a motion to re-open the public hearing. The motion was seconded by Councilmember Rodriguez. All were in favor.

The Applicant, Edward Martos, presented his case and spoke on the merits of the case. Brandon Schaad, Director of Planning & Zoning, presented the item and answered questions posed.

The following persons gave testimony on the merits of the application:

Luis O. Rodriguez came before the Town Council to speak against the Loch Ness Item.

Obed Cruz came before the Town Council to speak against the Loch Ness Item.

Susan Moore came before the Town Council to speak against the Loch Ness Item.

Manny Ribadeo came before the Town Council to speak against the Loch Ness Item.

Cristina Bello-Quintero came before the Town Council to speak against the Loch Ness Item. She gave the remainder of her time to Lazaro Mesa.

Miriam Campos came before the Town Council to speak against the Loch Ness Item.

Nayib Hassan came before the Town Council to speak against the Loch Ness Item.

Alex Dehghani came before the Town Council to speak against the Loch Ness Item.

Elizabeth Delgado came before the Town Council to speak against the Loch Ness Item.

Claudio Jose Ernesto came before the Town Council to speak against the Loch Ness Item.

Marta Diaz came before the Town Council to speak in regards of the Economic Development Committee budget.

Eladio Jose Armesto came before the Town Council to speak against the Loch Ness item.

Carla de Martino came before the Town Council to speak against 13-A.

Jose Quintero came before the Town Council to speak against the Loch Ness Item. He deferred the remainder of his time to Lazaro Mesa.

Lazaro Mesa came before the Town Council to speak against the Loch Ness Item. He gave a PowerPoint presentation on the matter.

Janet Lopez came before the Town Council to provide clarification and rebut statements made by the attorney.

Marilyn Ruano came before the Town Council to speak in regards to the Loch Ness item. She commended the residents that came out and spoke passionately.

Claudia Luces came before the Town Council to speak about the residents' concerns on Loch Ness. She spoke about wanting clarity regarding the Bert Harris Act.

Susan Moore came before the Town Council to request Council's help with the Loch Ness matter.

Lazaro Mesa came before the Town Council to urge for a denial of the Loch Ness item, stating the residents are willing to work with the developer following a denial of the item at hand.

Mayor Pizzi made a motion to deny the application with prejudice. The motion was seconded by Councilmember Lama. The Town Clerk called the roll and the motion passed unanimously.

Mayor Pizzi called for a 5 minute recess and all were in favor. At 10:30 pm, the Town Clerk called the roll and all were present.

14. RESOLUTIONS:

- A. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, APPROVING THE STORMWATER INTERLOCAL AGREEMENT WITH MIAMI-DADE COUNTY FOR THE PROVISION OF CANAL MAINTENANCE SERVICES; AUTHORIZING THE TOWN MANAGER AND TOWN ATTORNEY TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AGREEMENT; AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. (Rey)

Councilmember Mestre made a motion to approve the resolution. Mayor Pizzi seconded the motion and all were in favor.

- B. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA APPROVING AN AWARD OF FUNDS TO NEIGHBORS SUPPORTED BY GRAHAM COMPANIES THROUGH THE TOWN'S NEIGHBORHOOD MATCHING GRANT PROGRAM; AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE. (Rey)

Councilmember Cid made a motion to approve the resolution. Councilmember Lama seconded the motion and all were in favor.

- C. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, TO APPROVE AWARD OF RFP 2016-36, PROPERTY, CASUALTY AND LIABILITY INSURANCE PROGRAM TO BROWN & BROWN OF FLORIDA, INC.; AUTHORIZING THE TOWN MANAGER TO TAKE ALL NECESSARY

STEPS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE CONTRACT; AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE CONTRACTS; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. (Rey)

Councilmember Cid made a motion to approve the resolution. Councilmember Rodriguez seconded the motion and all were in favor.

- D. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, TO AUTHORIZE THE TOWN MANAGER TO NEGOTIATE AND EXECUTE A CONTRACT WITH TANKO STREETLIGHTING, INC. IN ACCORDANCE WITH RFP 2016-34 LED STREET LIGHT CONVERSION PROGRAM; PROVIDING THAT IN THE EVENT NEGOTIATIONS WITH TANKO ARE UNSUCCESSFUL THE TOWN MANAGER IS AUTHORIZED TO TERMINATE THE PROCESS AND CONDUCT NEGOTIATIONS WITH THE NEXT SHORTLISTED FIRM IN THE FOLLOWING ORDER: FPL ENERGY SERVICES, INC. AND THEN HORSEPOWER ELECTRIC, INC. AND TO EXECUTE A CONTRACT ONLY IF THE CONTRACT PROVIDES EQUAL OR BETTER TERMS THAN SAID SHORTLISTED FIRM'S RFP RESPONSE; AUTHORIZING THE TOWN MANAGER TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE CONTRACT; AUTHORIZING THE TOWN MANAGER TO NEGOTIATE FAVORABLE FINANCING TERMS SUBJECT TO TOWN COUNCIL APPROVAL OR EXPEND BUDGETED FUNDS; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE CONTRACT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.(Rey, Daubert)

Vice Mayor Daubert made a motion to approve the resolution and the motion was seconded by Councilmember Lama. The Town Manager explained that the purchase of the monitoring system was being deferred and that he would negotiate the agreement with Tanko Streetlighting and if not, to have the option to go to Florida Power & Light, which is the second bidder and if no agreement with them, then to exercise the agreement with Horsepower Electric.

Vice Mayor Daubert then made an amendment to his motion for it to read that if doing the negotiations of the agreement with Tanko Streetlighting, if there were to be an increase in the price, this would have to come back to the Town Council for approval. This amendment was seconded by Councilmember Rodriguez and all were in favor.

Vice Mayor Daubert then made a motion to approve the resolution with the amendment. This motion was seconded by Councilmember Rodriguez and all were in favor.

- E. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, TO AUTHORIZE THE TOWN MANAGER TO APPLY FOR AND ACCEPT A HIGHWAY BEAUTIFICATION GRANT, AND ENTER INTO A HIGHWAY BEAUTIFICATION COUNCIL GRANT, LANDSCAPE CONSTRUCTION, AND MAINTENANCE MEMORANDUM OF AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION; AUTHORIZATION THE TOWN MANAGER TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE HIGHWAY BEAUTIFICATION AGREEMENT; AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; PROVIFDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.(Rey)

Councilmember Mestre made a motion to approve the resolution. The motion was seconded by Councilmember Rodriguez and all were in favor.

- F. A RESOLUTION OF THE TOWN COUNCIL OF MIAMI LAKES, FLORIDA, DECLARING PRINCIPLES OF INCLUSION FOR INDIVIDUALS WITH AUTISM AND OTHER SPECIAL NEEDS AND URGING ACTION BY NATIONAL STATE AND LOCAL GOVERNMENTS BUSINESSES, AND RESIDENTIAL COMMUNITIES CONSISTENT WITH THESE PRINCIPLES. (Cid, Daubert and Pizzi)

Councilmember Cid made a motion to approve the resolution. Mayor Pizzi seconded the motion and all were in favor.

15. NEW BUSINESS:

- A. Miami Lakes Mosquito Prevention (Cid)

Councilmember Cid made a motion directing the Town Manager to examine this issue and to have staff work with all the HOA's and all the local civic groups to eliminate the potential mosquito breeding grounds in the town. The motion was seconded by Mayor Pizzi and all were in favor.

- B. Hope for Heroes (Rodriguez)

Councilmember Rodriguez informed his colleagues that 33% of the firefighters in Miami Dade County are suffering from cancer. He said that he will be pushing for the Florida Legislature to pass a presumption bill, where firefighters that meet the criteria are

presumed to have cancer because of their jobs. Councilmember Rodriguez wants to create awareness about things that can be done to diminish firefighters being exposed to toxic materials.

C. Child Protection Act (Pizzi)

Mayor Pizzi deferred item 15C and asked the Town Attorney to meet with him and with the Town Manager to discuss the Miami Lakes Ordinance on sexual predators.

D. Miami Lakes Neighborhood Mediation (Cid)

Councilmember Cid made a motion directing the Town Manager to study the idea of having a Miami Lakes Neighborhood Mediation service and to come back with a concrete plan. This motion was seconded by Mayor Pizzi and all were in favor.

E. Fairness in Homeowner Protection (Pizzi)

Mayor Pizzi made a motion directing the Town Manager and Town Attorney to research and determine if a policy can be drafted, so that homeowners are not subject to arbitrarily enforcements and if it is determined that they could be grandfathered in, determine if staff can come up with a uniform procedure for them to establish that and that we don't hold their permits while this procedure is put into place. This motion was seconded by Councilmember Lama and all were in favor.

During the discussion of this item, Mayor Pizzi made a motion to extend the meeting for 1 more hour. The motion was seconded by Councilmember Lama and all were in favor.

F. Senior Assistance (Pizzi)

Mayor Pizzi made a motion asking for a resolution to be done in support of Amendment 5, to provide a tax relief to senior citizens whose homes just value are less than \$250,000 and are residents. The motion was seconded by Councilmember Cid and all were in favor.

16. MAYOR AND COUNCILMEMBER REPORTS:

A. Bike Share Program (Cid)

Councilmember Cid deferred this report to the October Regular Council Meeting.

B. 154th Street Bridge (Pizzi)

Mayor Pizzi deferred this report to the October Regular Council Meeting

C. FDOT Palmetto Improvements (Pizzi)

Mayor Pizzi deferred this report to the October Regular Council Meeting

17. MANAGER'S REPORT:

Tony Lopez, Chief Operations Officer, informed that the Town of Miami Lakes received the William Lyman Phillips Award from Miami-Dade County Parks, Recreation and Open Spaces Department, in recognition for excellence in park, recreation, and conservation and design. Mr. Lopez explained that this is a very prestigious award that it is presently annually by Miami-Dade County.

Councilmember Rodriguez made a motion to have this award presented in the October Regular Council Meeting. The motion was seconded by Mayor Pizzi and all were in favor.

18. ATTORNEY'S REPORT:

The Town Attorney, Raul Gastesi, provided information about a bankruptcy case. Mayor Pizzi made a motion to make 60 payments of \$58.00 to settle the case for a total of \$3,000. The Motion received a second from Councilmember Cid and all were in favor.

ADJOURNMENT:

There being no further business to come before the Council, the meeting adjourned at 11:40 pm.

Approved this 4th day of October 2016.

Michael A. Pizzi, Mayor

Attest:

Gina M. Inguanzo, Town Clerk

MINUTES
Second Budget Hearing
September 20, 2016
6:00 PM
Government Center
6601 Main Street
Miami Lakes, Florida 33014

1. CALL TO ORDER:

Mayor Pizzi called the meeting to order at 6:02 p.m.

2. ROLL CALL:

The Town Clerk, Gina Inguanzo, called the roll with the following Councilmembers present: Manny Cid, Tim Daubert, Tony Lama, Frank Mingo, Nelson Rodriguez, Ceasar Mestre, Vice Mayor Tim Daubert and Mayor Michael Pizzi.

3. MOMENT OF SILENCE

Mayor Pizzi called for a moment of silence.

4. PLEDGE OF ALLEGIANCE:

Officer Brandon Schaad led the Pledge of Allegiance.

5. PUBLIC COMMENTS:

Public Comments were heard under the public hearing section of the meeting.

6. ORDINANCES FOR SECOND READING:

A. AN ORDINANCE OF THE TOWN OF MIAMI LAKES, FLORIDA, ADOPTING THE MILLAGE RATE OF THE TOWN FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2016 THROUGH SEPTEMBER 30, 2017, PURSUANT TO SECTION 200.065, FLORIDA STATUTES; PROVIDING FOR DIRECTIONS TO TAX COLLECTOR; PROVIDING FOR NOTICE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. (Rey)

The Town Associate, Lorenzo Cobiella, read the title of the Millage Ordinance and of the

Budget Ordinance into the record.

The Town Manager, Alex Rey, read the following statement: The proposed millage rate for fiscal year 2016-2017 is 2.3518. This rate is the same rate as the current year. The gross taxable value for operating purposes is two billion, eight hundred and nine million, six hundred and two thousand, two hundred and thirty two dollars (\$2,809,602,232). The proposed millage rate will generate \$6,278,000 in ad-valorem revenue at a 95% collection rate. The proposed millage rate of 2.3518 is 5.97% above the roll-back rate of 2.2194. The difference between the proposed millage rate and the roll-back rate is primarily due to increases in the police contract, election costs that we will have next year and grounds and right-of-ways and maintenance costs that are expected to increase.

The Mayor opened the public hearing for both ordinances.

Adrienne Chiron, spoke about the On-Demand Bus and Public Safety.

Esther Colon asked about the proper process of public comments to be held during Ordinance adopting the Millage Rate and the Ordinance adopting the Budget.

Former Councilwoman Nancy Simon came before the Town to speak about the budget.

Luis Collazo came before the Town to speak in favor of the budget requests to fully fund the Town committees.

Richard Kuper came before the Town to speak in support of Miami Dade County League of Cities' involvement from the Council.

Claudia Luces came before the Town to speak in support of the manger's alternate funding noted in his memo. She stated she is against the allocation of the school impact fees to the Education Advisory Board.

Esther Colon came before the Town to speak against the budget ordinance.

Marilyn Ruano came before the Town to speak against the allocation of school impact fees to the Education Advisory Board.

Mirtha Mendez came to echo Ms. Colon's comments on the \$44,000 and where it is going to be generated. She stated it is time to cut the travel per diem and subscriptions from the Town Council. She also came in support of Claudia Luces and Marilyn Ruano's comments on the school impact fees.

Former Mayor Wayne Slaton came before the Town to encourage looking at the budget year round, including what the staff is doing on a day-to-day, week-to-week, and month-to-month basis and being proactive about the funds allocated to projects in the Town.

Jaqueline Vaquer came before the Town to urge the Councilmembers to stay true to the

allocation agreement supporting the schools directly affected by the new development.

There being no one else wishing to speak, the Mayor closed the public hearing.

Councilmember Mingo made a motion to adopt the Town Manager's recommendation to restore the mowing cycles back to 35 cycles per year, to reverse the total allocation to the Education Advisory Board from the developer's contribution for education and on the funding side, to use the complete \$38,300 to fund the two items that I just spoke about. Councilmember Lama seconded the motion for discussion. After some brief discussion, it was determined to discuss Councilmember Mingo's motion after adopting the Millage Rate.

Mayor Pizzi made a motion to reduce the millage rate, 0165 mills less than the proposed millage rate of 2.3518, in order to lower the millage rate, ensure that no homestead property owner experience a tax increase. Councilmember Cid seconded the motion for discussion. After some extensive discussion, Mayor Pizzi made a new motion to productively work with his colleagues, and to take it from that \$65,000 and that we use that to lower the millage rate and no one pays extra and we don't touch the money allocated to Education and from the \$300,000 and any leftover, after the millage has been lowered, be available to the Town Manager for bonuses or needs in place. Councilmember Lama seconded the motion for discussion.

Councilmember Mingo made a motion to find a part-time worker at \$32,500 and take \$10,000 from the travel budget at (\$42,500) and the other \$28,000 to be used to revert to the Educational Advisory Board. This motion was seconded by Councilmember Cid for discussion.

Mayor Pizzi then amended his motion to lower the millage rate from 2.3518 to 2.3353, to lower the millage by \$44,000 so that homestead property owners would not experience a tax increase and to fund it without touching the developer's contribution for educational purposes in the amount of \$300,000. Councilmember Cid seconded the amended to the motion. The Town Clerk called the roll and the amended motion passed 6-1, with Councilmember Mestre voting in opposition.

The Associate Attorney, Lorenzo Cobiella, read the title of the Millage Ordinance into the record with the correct millage rate. The Town Manager, Alex Rey, read the following statement: The proposed millage rate for fiscal year 2016-2017 is 2.3353. The proposed millage rate of 2.3353 is 5.22% of the rolled back rate of 2.2194.

Mayor Pizzi made a motion to adopt the Millage Ordinance on second reading. The motion received a second from Councilman Lama. The Town Clerk called the roll and the Ordinance on second reading passed, 6-1, with Councilmember Mestre voting in opposition

B. AN ORDINANCE OF THE TOWN OF MIAMI LAKES, FLORIDA, APPROVING AND ADOPTING THE BUDGET FOR THE TOWN OF MIAMI LAKES FOR FISCAL YEAR 2016-17; PROVIDING FOR EXPENDITURE OF FUNDS; PROVIDING FOR AMENDMENTS; PROVIDING FOR CARRYOVER OF FUNDS; PROVIDING FOR THE INCORPORATION OF THE ADOPTED CAPITAL BUDGET AS THE CAPITAL IMPROVEMENT ELEMENT OF THE COMPREHENSIVE PLAN; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. (Rey)

Councilmember Mingo made a motion to take \$32,500 from salary from the Community Engagement Manager from full-time and convert it to a part-time position and take \$11,500 from the travel budget for a total of \$44,000 in reduction to the expense budget. This motion was seconded by Mayor Pizzi and all were in favor.

Councilmember Mingo made a motion to reverse the total allocation to the Education Advisory Board funds (\$29,400) eliminate the remaining of the Travel Budget in the amount of \$26,800, and reduces \$2,600 from employees' salaries. The motion received a second from Councilmember Cid for discussion. After discussion, Mayor Pizzi seconded Councilmember Mingo's motion to amend the budget. All were in favor.

Councilmember Mestre made a motion to eliminate the On-Demand Bus service. Vice Mayor Daubert seconded the motion for discussion. The Town Clerk called roll and the motion did not pass 2-5, with Councilmember Cid, Lama, Mingo, Rodriguez and Mayor Pizzi voting in opposition.

Vice Mayor Daubert made a motion to amend the budget in order to fund the Miami-Dade League of Cities, by removing the National League of Cities (\$2,000), The Florida League of Mayors (\$700) and reducing the Miami Dade monthly meeting budget by \$700, totaling \$3,400 and allowing the Miami-Dade League of Cities to be funded, but not to travel. Councilmember Rodriguez and Mayor Pizzi simultaneously seconded the motion. After discussion, Vice Mayor Daubert withdrew his motion.

Vice Mayor Daubert made a motion to reduce the Florida League of Mayors by \$700, to reduce the Miami-Dade League of Cities luncheons from \$1,200 to \$600 and reduce the Council's discretionary fund by 1,300 for a total of \$3,100, which would fund the Miami-Dade League of Cities. The motion was seconded by Councilmember Rodriguez and all were in favor.

Mayor Pizzi made a motion to pass the budget as amended, including the committees fully funded. Councilmember Mingo seconded the motion.

The Associate Attorney, Lorenzo Cobiella read the title of the Budget Ordinance into the record. The Town Clerk called the roll and the Ordinance on second reading passed unanimously.

7. ADJOURNMENT:

There being no further business to come before the Council, the meeting adjourned at 7:35 pm.

Approved this on the 4th day of October 2016.

Michael A. Pizzi, Jr, Mayor

Attest:

Gina M. Inguanzo, Town Clerk

MINUTES
UF Tree Assessment Debriefing Minutes
September 22, 2016
3:00 p.m.
Council Chambers
6601 Main Street
Miami Lakes, FL 33014

I. Call to Order:

The meeting began at 3:10 PM.

The following individuals were present: Mayor Michael A. Pizzi; Dr. Jason Andrew Smith; Alex Rey, Town Manager; Tony Lopez, Chief of Operations; Daniel Angel, Business Operations Supervisor; Steve Poulson, Town Arborist/Field Inspector; Jose Orellana, Greenspace Maintenance Supervisor; Joe Rodriguez; Maria Barretto; Helen Roldan, Assistant to the Council/ Deputy Town Clerk; and Joseph Ascuntar, Assistant to the Mayor.

II. Items Discussed:

A. Assessment of Trees

Dr. Jason Smith made a presentation and answered questions posed by the Mayor, Town staff, and HOA members regarding the health of the trees in Miami Lakes, particularly in the Royal Oaks HOA vicinity. He stated there are no imminent problems, diseases, or pests affecting the tree canopy and less than 1% of our Town trees are dying which is well below the average mortality rate of trees in an urban setting.

B. Recommendations

Dr. Smith stated it is essential to choose proper trees for specific areas as some trees are weakened and stressed because they do not have ample room to grow. He believes it is a good practice to diversify tree species in the town. In doing so, if a disease affects one kind of tree, it will not damage other species. He also suggested utilizing the inventory of tree records in the Town to monitor tree health over time.

He also made suggestions to inform the community of the impact certain fertilizers have on trees so that they are avoided in homeowner swale areas.

III. Adjournment

There being no more items to discuss, the meeting ended at 4:23 pm.

Approved this 4th day of October 2016

Michael A. Pizzi, Mayor

Attest:

Gina M. Inguanzo, Town Clerk



Town of Miami Lakes Memorandum

To: Honorable Mayor and Council Members

From: Town Manager Alex Rey

Subject: Canal Bank Stabilization Project

Date: October 4, 2016

Recommendation:

It is recommended that the Town Council authorize the Town Manager to execute a contract in the amount of \$791,502.45 to Enco, LLC., who is the highest ranked Proposer to the above-referenced Request for Proposals (“RFP”). The award amount includes the Price Proposal amount of \$719,547.68 plus a contingency amount of \$71,954.77 (10%) to cover unforeseen/hidden conditions that may be encountered during the performance of the work. Funding for this project will be coming from the Capital Projects Fund – Canal Bank Stabilization.

Background:

Over the past several years, the Town of Miami Lakes (“Town”) has become increasingly aware of erosion occurring along the canal banks adjacent to several residents’ homes, which compromised the structural integrity of the homes and could result in the potential loss of property. To address this issue, the Town obtained \$1 million in grant funding from the State of Florida Department of Environmental Protection to restore the most critical parts of the canal embankment through a stabilization project.

The Survey and Geotechnical Study boundaries covered the canal along NW 77th Court north to NW 170th Street west to I-75. The Survey and Geotechnical Study identified the most critical section of the canal to be the west bank along NW 77th Court and the south bank along NW 170th Street up to approximately NW 78th Court; this most critical section of the canal is Phase I of the stabilization project is grant funded. The Town will be seeking additional funding to stabilize the remainder of the South side of the bank along NW 170th Street.

In 2015, Town staff visited impacted residents in person and several progress report letters have been sent to keep residents informed of the status of the project. A publically noticed Town Council workshop was held on March 15, 2016, to select the method to be used for the stabilization of the canal banks. The Engineer of Record, at 30% completion of design, recommended that stacked geoweb be used for the technical approach to stabilize the canal banks, which was approved by the Town Council. Thus far, this project is on schedule and on budget.

On August 18, 2016, the Town issued a Request for Proposals (“RFP”), No. 2016-49 for the Canal Bank Stabilization Project for the Golden Glades and Peter's Pike Canals. As minimum qualification requirements Proposers must be licensed by the State of Florida’s Department of Business and Professional Regulation as a Certified General Contractor or a Certificate of Competency from the Miami-Dade County’s Construction Trades Qualifying Board as a General Contractor. In addition, the Proposer must have completed a minimum of three (3) projects of a similar, size, scope, and complexity within the last seven (7) years where the projects had a construction value of \$750,000 and be capable of self-performing seventy-five (75%) of the physical construction work.

The Town issued the RFP with a closing date of September 14, 2016. Three (3) Responses were received by the Town. The Proposals received were from:

1. Enco, LLC
2. Gonzalez and Sons Equipment, Inc.
3. PAC Comm, Inc.

The RFQ Proposals were evaluated based the following six criteria, as established in the RFP:

1. Qualifications of the Proposer
2. Experience of the Proposer
3. Project Approach
4. Quality Assurance and Safety
5. Qualifications & Experience of the Project Team and Subcontractors
6. Financial Stability
7. Price Proposal

Procurement in performing their due diligence review prior to the meeting of the Evaluation Committee determined that one of the Responses were non-responsive and it was not provided to the Evaluation Committee for evaluation.

The Evaluation Committee (“Committee”) comprised of the following individuals met on September 20, 2016 to evaluate the Proposals and establish the ranking of the firms.

1. Andrea Agha, Director, Assistant Town Manager
2. Elia Nunez, Public Works Director
3. Carmen Olazabal, Project Manager, 4City Consulting, Inc.
4. Carlos Arroyo, Stormwater Utility Manager, City of Doral
5. Jeffery Vollat, Project Manager, ADA Engineering, Inc. (non-voting member)
6. Ernesto Perez, Engineering Consultant, E. A. Perez & Assoc., Inc. (non-voting member)
7. Gary Fabrikant, Procurement Consultant (non-voting member)

The Committee ranked the firms as follows:

1. Enco, LLC (1,025 Total Points)

2. Pac Com, Inc. (621 Total Points)

Enco, LLC (“Enco”), who was selected as the highest ranked Proposer. The Project Approach was very detailed and specific to the project and reflected a clear understanding of the Town’s project. The project examples provided for experience with similar project were very similar to the Town’s project and clearly demonstrated their experience with the work to be performed. In addition, Enco’s price was 70% less than that of the 2nd lowest proposer and is within the project budget.

Pac Comm, Inc. (“PAC”) was selected as the second highest ranked Proposer. The projects identified in their proposal were not as similar to the work to be performed for the Town. One was a drainage project and one was a canal stabilization project that used sheet piling and rip rap, which is different than what is proposed for the Town, which requires the use of stacked geoweb to support the canal banks. In addition, one the projects has not been completed. PAC’s Project Approach was lacking in detail and what was provided was not specific to the project. PAC’s proposal included numerous inconsistencies or lacking in details. In addition, PAC’s price proposal exceeded the construction budget by more than 100%.

Based on the above the Committee has recommended that the Town enter into a contract with the Enco. Construction should commence within 30 days of the execution of the contract and should be completed in the summer of 2017.

Attachments:

RFP

Town Manager Award Approval

Evaluation Committee Final Ranking

Phase I Map

Resolution

Agreement

RESOLUTION NO. 16-____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AWARDED CONTRACT FOR REQUEST FOR PROPOSAL (RFP) 2016-49, CANAL BANK STABILIZATION, TO ENCO, LLC, AUTHORIZING THE TOWN MANAGER TO IMPLEMENT THE TERMS AND CONDITIONS OF THE CONTRACT; AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE TOWN MANAGER TO EXECUTE CONTRACT; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on August 18, 2016, the Town of Miami Lakes (“the Town”) issued Request For Proposal (“RFP”) No. 2016-49 to secure general contractor services for Canal Bank Stabilization Project at the Golden Glades and Peter’s Pike Canals; and

WHEREAS, the RFP was properly advertised, posted on the Town Website, distributed to suppliers via demand star and noticed in the Town Hall lobby; and

WHEREAS, the Town received three (3) RFP proposals from Enco, LLC (“Enco”), Gonzalez and Dons Equipment, Inc., and PAC Comm, Inc.

WHEREAS, in performing due diligence review prior to the meeting of the Evaluation Committee, the Procurement Department determined that one of the Responses, namely Gonzalez and Dons Equipment, Inc. was non-responsive and consequently it was not provided to the Evaluation Committee for evaluation.

WHEREAS, an Evaluation Committee comprised of Town staff and professionals reviewed the submittals in accordance with the criteria stated in the solicitation and recommended ENCO’s proposal.

WHEREAS, the Town Manager concurs with the Evaluation Committee's recommendation to award RFP 2016-49 to Enco, LLC ("Enco"); and

WHEREAS, Enco will be responsible for providing construction services for the Canal Bank Stabilization Project; and

WHEREAS, the Town Council approves of the Town Manager's recommendations and authorizes the Town Manager to enter into a contract with Enco, for award of Contract for construction services for the Canal Bank Stabilization Project for an amount of \$791,502.45.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL FOR THE TOWN OF MIAMI LAKES, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The foregoing recitals are true and correct and are incorporated herein by reference.

Section 2. Approval of the Contract. The Council approves the award of RFP 2016-49 to Enco in an amount not to exceed \$ 791,502.45 for construction services for the Canal Bank Stabilization Project.

Section 3. Authorization of Town Officials. The Town Manager and/or his designee and the Town Attorney are authorized to take all steps necessary to implement the terms and conditions of Contract 2016-49 with Enco for construction services for the Canal Bank Stabilization Project, and the providers.

Section 4. Authorization of Fund Expenditure. The Town Manager is authorized to expend budgeted funds in an amount of \$791,502.45 to implement the terms and conditions of RFP 2016-49.

Section 5. Execution of the Contract. The Town Manager is authorized to execute, in substantially the form attached hereto as Exhibit "A," Contract 2016-49 with Enco for construction services for the Canal Bank Stabilization Project on behalf of the Town, and to execute any required agreements and/or documents to implement the terms and conditions of the contract, subject to approval as to form and legality by the Town Attorney.

Section 6. Effective Date. This Resolution shall be effective immediately upon adoption.

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Passed and adopted this 4th day of October, 2016.

The foregoing resolution was offered by _____ who moved its adoption. The motion was seconded by _____ and upon being put to a vote, the vote was as follows:

Mayor Michael Pizzi _____

Vice Mayor Timothy Daubert _____

Councilmember Manny Cid _____

Councilmember Tony Lama _____

Councilmember Ceasar Mestre _____

Councilmember Frank Mingo _____

Councilmember Nelson Rodriguez _____

Michael Pizzi
MAYOR

Attest:

Gina Inguanzo
TOWN CLERK

Approved as to form and legal sufficiency:

Raul Gastesi, Jr.
Gastesi & Associates, P.A.
TOWN ATTORNEY

EXHIBIT “A”

REQUEST FOR PROPOSAL

Canal Bank Stabilization

RFP NO. 2016-49



The Town of Miami Lakes Council:

**Mayor Michael A. Pizzi Jr.
Vice Mayor Timothy Daubert
Councilmember Manny Cid
Councilmember Tony Lama
Councilmember Ceasar Mestre
Councilmember Frank Mingo
Councilmember Nelson Rodriguez**

Alex Rey, Town Manager
The Town of Miami Lakes
6601 Main Street
Miami Lakes, Florida 33014

DATE ISSUED:

August 18, 2016

NON-MANDATORY PRE-PROPOSAL CONFERENCE:

10:00 AM, August 25, 2016

CLOSING DATE:

11:00 AM, September 14, 2016

Request for Proposals No. 2016-49

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SECTION 1

NOTICE TO PROPOSERS

Town of Miami Lakes Canal Bank Stabilization RFP 2016-49

The Town of Miami Lakes, Florida, (the "Town") is accepting sealed Responses from qualified firms for construction services for the construction of Canal Bank Stabilization ("Project"). Proposals must be submitted in the form of one (1) original and five (5) copies and one CD-ROM or flash drive for the Technical Proposal and one CD-ROM or flash drive for the Price Proposal, and **must** be received by the Town Clerk at 6601 Main Street, Miami Lakes, Florida 33014, **by no later than 11:00 AM on September 14, 2016**, at which time the Responses will be opened.

The Town is seeking a firm with the right combination of price, qualifications, and experience who can bring this Project in on time, within budget and according to the plans and specifications, with a minimum of issues and change orders.

The Work consists of furnishing all labor, materials, machinery, tools, means of transportation, supplies, equipment and services necessary for stabilizing canal using stacked canal bank stabilization (CBS) system as shown on the construction drawings and described in the technical specifications. The location of the project is in the Golden Glades canal bank (running parallel to 170th St.) and Peter's Pike canal bank (running parallel to 77th Ave.), as further detailed in Section 3.

A Non-Mandatory Pre-Proposal Conference will be held on August 25, 2016 at 10:00 AM in Room 106 at Town of Miami Lakes Government Center, 6601 Main Street, Miami Lakes, FL 33014. It is strongly recommended that potential Proposers attend this meeting. The meeting space has limited capacity so we request that no more than two representatives from any one company attend the meeting.

Copies of the RFP, including all related documents can be obtained by visiting the Town's website at <http://www.miamilakes-fl.gov/>, and selecting "Contractual Opportunities" or at DemandStar's website at www.demandstar.com. **ALL** inquiries regarding this RFP must be directed to the Procurement Department, at procurement@miamilakes-fl.gov. No phone calls will be accepted.

Minimum Qualifications

The Town is seeking to procure a qualified State of Florida Certified Contractor, from the State of Florida, a Certificate of Competency from the Miami-Dade County's Construction Trades Qualifying Board as a General Engineering Contractor or as a Specialty Engineering Contractor. Proposer must have completed a minimum of three (3) projects of a similar, size scope and complexity in the last seven (7) years, where the value of each of the projects exceeded \$750,000. The Successful Proposer must be capable of self-performing seventy five (75%) percent of the primary physical construction Work.

Pursuant to subsection (t) "Cone of Silence" of Section 2-11.1 "Conflict of Interest and Code of Ethics Ordinance" of Miami Dade County, public notice is hereby given that a Cone of Silence is imposed concerning this solicitation. The Cone of Silence prohibits communications concerning RFP's, RFQ's or Bids, until such time as the Town Manager makes a written recommendation to the Town Council concerning the solicitation. Failure to comply with the Cone of Silence may result in the rejection of a Response. For additional information concerning the Cone of Silence please refer to Section 2-11.1 of Miami Dade County Code.

SECTION 2 – SUBMISSION OF A RESPONSE

2.1 Submittal Requirements

This Request For Proposal (“RFP”) consist of two parts; a technical component (“Technical”) and a Price component (“Price”), both of which when combined constitute the Proposer’s response (“Response”) to the RFP.

Proposers submitting a Response to this RFP must submit both the Technical and Price components.

Sealed written Responses must be received by the Town of Miami Lakes; Town Clerk’s Office, no later than the date, time, and at the location indicated in Section 1 of the RFP, in order to be considered responsive. Faxed documents are **not** acceptable. **Responses received at any other location than the Town Clerk’s Office or after the Proposal submission date and time will be deemed non-responsive and will not be considered.**

Only one (1) Response from an individual, firm, partnership, corporation, or business entity, will be considered in response to this RFP. Subcontractors may be included in more than one Response submitted by more than one Proposer. An individual, firm, partnership, or corporation that submits a Response may not be a subcontractor on another Response submitted under this RFP. Responses from joint ventures will not be considered. Where Proposer is listed as a subcontractor on another Proposal both Proposals will be rejected as non-responsive.

One (1) original and seven (7) copies of the original Response, plus one (1) copy each of the original Technical and Price Response in digital form (on CD-ROM or Flash Drive in .pdf format unless a different format is stated in the RFP), must be timely received by the Town Clerk or your Response may be disqualified. Technical and Price Responses must be submitted in separate file folders on the CD-ROM or Flash Drive. The hard copies of the Price component must be submitted in a separate sealed envelope from the Technical component. The Price component for the electronic copy must be submitted as a separate document from the Technical proposal on the same flash drive or CD-ROM.

2.2 Non-Mandatory Pre-Proposal Conference

A **NON-MANDATORY** pre-proposal conference will be held on August 25, 2016 at 10:00 AM. The conference will be held in Room 106 at Government Center. Prospective Proposers should attend this meeting to obtain information relative to the RFP. Attendees are requested to sign-in and provide the requested information at the time of sign-in. Failure to attend or sign-in will not result in a Proposer’s Response being rejected as non-responsive.

2.3 Additional Information or Clarification

Proposers may fax or e-mail their requests for additional information or clarifications (“RFI”) in accordance with the “Cone of Silence” and contact information provided in herein. Requests for additional information or clarifications **must** be submitted to procurement@miamilakes-fl.gov. The request must include the Proposer’s name, the RFP number and title, and the number of pages transmitted. Any request for additional information or clarification must be received in writing **no later than** five days prior to the proposal due date. Late or mis-delivered requests may not receive a reply.

The Town will issue responses to inquiries and any other corrections or amendments, it deems necessary, in the form of a written addendum, issued prior to the Response Submission Date. The Town, at its sole discretion, may not issue a response to a RFI submittal. Proposers should not rely on any oral or written representations, statements, or explanations, other than those made in this RFP or in

any written addendum to this RFP. Where there appears to be conflict between the RFP and any issued addenda, the last addendum issued will prevail.

Addenda will be posted and made available on the Town's Procurement webpage and on DemandStar and it is the Proposer's sole responsibility to ensure receipt of all addenda prior to submitting its Response. The Proposer should check the Town's webpage (under "Contractual Opportunities") or DemandStar for all addenda. The Town's webpage is <http://www.miamilakes-fl.gov/> and DemandStar is www.DemandStar.com.

The Proposer must complete and sign the Acknowledgment of Addenda and include it or copies of the signed Addendum acknowledging receipt, or signed copies of each Addendum, in its Response in order to have the Proposal considered. In the event a Proposer fails to acknowledge receipt of such addenda, the Town may, at its sole discretion determine that such failure to acknowledge any or all addendum does not materially affect the Response, waive the submittal of said form(s) or the acknowledgement of one or more addendum on the form.

2.4 Contract Terms and Conditions

The Proposer(s) selected to provide the work requested herein (the "Successful Proposer(s)") will be required to execute a contract ("Contract") with the Town in substantially the same form as the Contract included as part of the RFP.

2.5 Price Proposal

The Price Proposal component of the Response will be opened at the Evaluation Committee meeting immediately following evaluation of the Technical Proposals. The price score will be incorporated into the overall rating and ranking of the Responses.

The Price Proposal is based on a firm fixed price.

The Town reserves the right to negotiate the final Contract Price should that be deemed in the best interest of the Town.

2.6 Award of a Contract

A Contract **may** be awarded to the Successful Proposer for the Project by the Town Council, based upon the qualification requirements contained in the RFP. The Contract is attached hereto as Exhibit A and it is hereby incorporated into and made a part of this RFP. The Town reserves the right to execute or not execute, as applicable, a Contract with the Successful Proposer, where it is determined to be in the Town's best interests. The Town does not represent that any award will be made.

2.7 Contract Execution

Proposer by submission of its Response agrees to the terms and conditions contained in Exhibit A, and further agrees to execute the Contract as included in the RFP without change.

However, the Town in its sole discretion, as stated in Section 2.5, reserves the right to negotiate the final Contract Price or other terms and conditions.

Responses that are conditioned to additions, deletions or revisions to the Contract's terms and conditions will be rejected as non-responsive.

2.8 Unauthorized Work

The Successful Proposer(s) must not begin any work until the Town issues a Notice to Proceed. Such Notice to Proceed will constitute the Town's authorization to begin Work. Any unauthorized work

performed by the Successful Proposer(s) will be deemed non-compensable by the Town and Proposer will not have any recourse against the Town for performing unauthorized work.

2.9 Submittal Instructions

Careful attention must be given to all requested items contained in this RFP. Proposers are invited to submit Responses in accordance with the requirements of this RFP. **PLEASE READ THE ENTIRE SOLICITATION BEFORE SUBMITTING A RESPONSE.** Proposers must make the necessary entry in all blanks and forms provided for the Response.

Responses must be submitted in sealed envelope(s) or package(s) with the RFP number, title, and opening date clearly noted on the outside of the envelope(s) or package(s) in the following manner:

Name of Proposer
RFP No. 2016-49
Canal Bank Stabilization
Due Date: September 13, 2016

2.10 Changes/Alterations

Responses will be valid and irrevocable for at least 120 days. Proposer may change or withdraw a Response at any time prior to Response Submission Deadline. All changes or withdrawals must be made in writing to the Town Clerk. Oral/Verbal modifications will not be allowed and will be disregarded. Written modifications will not be accepted after the Response Submission Deadline. Proposers must not assign or otherwise transfer their Response.

2.11 Subcontractor(s)

Subcontractor(s) is an individual or company who has a contract with the Proposer to assist in the performance of the Work required under this RFP. Subcontractor(s) will be paid through the Proposer and not paid directly by the Town. The Proposer must clearly reflect in its Response the major Subcontractor(s) to be utilized in the performance of the Work. Any and all liabilities regarding the use of a Subcontractor(s) will be borne solely by the Successful Proposer and insurance for each Subcontractor(s) must be maintained in good standing and approved by the Town throughout the duration of the Contract. Neither the Successful Proposer nor any of its Subcontractor(s) are considered to be considered employees or agents of the Town.

2.12 Discrepancies, Errors, and Omissions

Any discrepancies, errors, or ambiguities in the RFP or addenda (if any) should be reported in writing to the individual identified and in the manner prescribed in Section 1 of the RFP. Should it be necessary, the Town will issue a written addendum to the RFP clarifying such conflicts or ambiguities.

2.13 Disqualification/Rejection of Responses

This RFP requires the use and submission of specific Town Forms. In addition, the RFP requires submission of additional documents and information. These are must type requirements for being considered responsive. Failure to utilize the Town Forms and submit the required documents will result in the rejection of the Response as non-responsive and it will not be considered. Modification of, retyping, or any alterations to the forms will result in the rejection of a Response as non-responsive.

The Town reserves the right to disqualify any Response before or after the submission date, upon evidence of collusion with intent to defraud, or other illegal practices on the part of the Proposer. The Town also reserves the right to waive any immaterial defect or informality in any Response; to reject any or all Responses in whole or in part, or to reissue the Request for Proposals.

Throughout the RFP, the phrases “must” and “will” denote mandatory requirements. Any Response that does not meet the mandatory requirements is subject to immediate disqualification.

Any Response submitted by a Proposer who is in arrears, e.g., money owed or otherwise in debt by failing to deliver goods, services, fees, etc. to the Town or where the Town has an open or liquidated claim against a Proposer for monies owed the Town at the time of Proposal submission, or if a Proposer has been declared in default or abandoned a prior Town contract or agreement, or has been debarred by an federal, State of Florida, or Florida public entity within the past five (5) years will be rejected as non-responsive and will not be considered for award.

2.14 Proposer’s Expenditures

Proposer understand and agree that any expenditure they make in preparation and submittal of Responses or in performance of any services requested by the Town in connection with the Response are exclusively at the expense of the Proposer. The Town will not pay or reimburse any expenditure or any other expense incurred by any Proposer in preparation of a Response, or anticipation of an award of a contract, or to maintain the approved status of the Successful Proposer if a Contract is awarded, or administrative or judicial proceedings resulting from the solicitation process.

2.15 Inspection of Site

Proposers should carefully examine the site of the proposed Work before submission of a Response and make all necessary investigations to inform themselves thoroughly as to all difficulties involved in the completion of all work required pursuant to the mandates and requirements of this RFP and the Contract. No plea of ignorance of conditions or difficulties that may hereafter exist, or of conditions or difficulties that may be encountered in the execution of the Work pursuant to this Proposal as a result of failure to make the necessary examinations and investigations will be accepted as an excuse for a failure or omission on the part of the Design-Build Firm to fulfill, in every detail, all of the requirements of the Contract Documents, as defined in the Contract, nor will they be accepted as a basis for any claims whatsoever for extra compensation or for an extension of time

2.16 Execution of Response

The Proposal must be manually and duly signed by an authorized corporate officer, principal, or partner (as applicable) in blue ink with a signature in full. Proposer must complete the appropriate required Certificate of Authority, which is included as part of the RFP.

Anyone signing the Response as agent must include legal evidence of signature authority. Proposers who are nonresident corporations must furnish to the Town a duly certified copy of their authorization to transact business in the State of Florida with the Response. Failure to promptly submit this evidence or qualification to do business in the State of Florida may be basis for rejection of the Response.

Failure to properly execute the Response may result in the Response being rejected as non-responsive. Proposer understands that by submitting this RFP such submittal does not constitute an agreement or contract with the Town.

2.17 Certification of Accuracy of Proposal

Proposer by signing and submitting its Response certifies and attest that all Forms, Affidavits and documents related thereto, included in its Response, in support if its Response are true and accurate.

Any Proposer who submits in its Response any information that is determined by the Town, in its sole opinion, to be substantially inaccurate, misleading, exaggerated, or incorrect, will be disqualified from consideration for award of the Contract.

SECTION 3 – SCOPE OF WORK

3.1 Purpose

The Town is seeking to procure a qualified and experienced licensed General Contractor to construct stacked canal bank stabilization (CBS) system in accordance with the plans, specifications, and Contract included as part of this RFP.

The General Contractor the Town is seeking an experience company with the right combination of price, qualifications, and experience to help ensure that the Town will have a contractor who can bring this Project in on time, within budget and according to the plans and specifications, with a minimum of issues and change orders.

3.2 Project Location

The project is located in Peter's Pike and Golden Glades canal bank. The project consists of stabilizing the west side of the Peter's Pike canal (which runs parallel to NW 77th Ave.) and stabilizing a portion of the south side of the Golden Glades canal (which runs parallel to NW 170th St.) as shown in construction documents.

3.3. Overview

The Peter's Pike and Golden Glades canal have experienced widespread erosion. This erosion compromises the structural integrity of facilities that are located next to the canal. The Town has identified this project as a critical endeavor to maintain a safe and effective canal system and reduces amount of debris and vegetation entering the canals. This phase of the project prioritizes stabilizing the private property side of the canal (west bank of the Peter's Pike canal and a portion of the south side of the Golden Glades canal. Contractor must evaluate the most effective way to deliver services.. If work is to be performed from the land side, contractor will need to coordinate access with property owner and the Town.

3.4 Project Scope of Work

The Work consists of furnishing all labor, materials, machinery, tools, means of transportation, supplies, equipment and services necessary for stabilizing canal using stacked canal bank stabilization (CBS) system. The Technical Specifications, Exhibit C, provide more detailed requirements of the Work to be performed by the Proposer.

Demolition of some structures may be required to be able to install the stacked CBS system in certain areas, as per plans and technical specifications. Cost for such demolition shall be provided as specified on Section 3.01 of the technical specifications and shall include the demolition, removal and disposal of such structures. As the contractor approaches this area of work, the contractor will need to receive approval from Project Manager prior to removal. Payment for demolition will be made after demolition work is completed.

SECTION 4 – TERMS AND CONDITIONS

4.1 Acceptance/Rejection

The Town reserves the right to accept or reject any or all Responses or to select the Proposer that, in the opinion of the Town, is in its best interest. The Town also reserves the right to reject any Proposer(s) who has previously failed to properly perform under the terms and conditions of a contract, to deliver on time any contracts with the Town, and who is not in a position to perform the requirements defined in this RFP. Further, the Town may waive informalities, technicalities, minor irregularities, or request new Responses for the services specified in this RFP and may, at its discretion, withdraw or re-advertise the RFP. All such actions taken will be in accordance with the applicable sections of the Town Code and this RFP.

4.2 Legal Requirements

This RFP is subject to all applicable federal, state, county, Town and local laws, codes, ordinances, rules and regulations that in any manner affect any and all of the services covered herein. By submitting a Response the Proposer certifies that it has full knowledge of such laws, codes, ordinances, rules, and regulations, and any lack of knowledge by the Proposer will in no way be cause for relief from responsibility for compliance with these requirements.

4.3 Non-Appropriation of Funds

In the event that insufficient funds are appropriated and budgeting or funding is otherwise unavailable in any fiscal period for this Project, then the Town, will have the unqualified right to terminate the Contract upon written notice to the Design-Build Firm, without any penalty or expense to the Town.

4.4 Business Tax Receipt Requirement

Proposer(s) must meet the Town's Business Tax Receipt requirements in accordance with the Town Code, as amended. Proposer(s) with a business location outside the Town must meet the applicable local or County Business Tax Receipt or Occupational License requirements.

4.5 Minimum Qualification Requirements

The Town is seeking to procure a qualified State of Florida Certified Contractor, from the State of Florida, a Certificate of Competency from the Miami-Dade County's Construction Trades Qualifying Board as a General Engineering Contractor or as a Specialty Engineering Contractor. Proposer **must have completed a minimum of three (3) projects of a similar, size scope and complexity in the last seven (7) years**, where the value of each of the projects exceeded \$750,000. **The Successful Proposer must be capable of self- performing seventy five (75%) percent of the primary physical construction Work.**

The Town will consider a Proposal as 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. Proposer must include documentation substantiating such name change as part of its Response for the Town to consider crediting the years of experience from the Proposer under its previous name. Failure to include such documentation with the Response will result in a determination of non-responsive.

A minimum of three (3) projects must be included utilizing Form 3, Experience of Proposer Questionnaire. The Proposer is to utilize its three most recently completed projects in the past seven

(7) years that are of the same size, scope and complexity of the Town's project. Failure to submit the information for the three (3) projects may result in the Response being deemed non-responsive.

Each firm interested in responding to this RFP must provide information on the firm's qualifications and experience, qualifications of the project team, members and staff, Project Manager's experience, and previous work of similar size, scope and complexity. See Section 5.0 "Instructions for Preparing a Response: Preparation Requirements" for further direction. Responses that do not adhere to the requirements of this RFP may be considered non-responsive and eliminated from the process. Additional minimum qualifications may be stated in Section 5.0, "Instructions for Preparing a Response".

For the Town to consider a project as complete all Work must have received final approval from all permitting entities, acceptance of all of the Work and submittal requirements required under the contract, and the Town has issued final payment and a Notice of Final Completion.

4.6 Local Preference

Pursuant to Section 255.0991, Florida Statutes, as the construction services contemplated in this RFP are to be paid from state-appropriated funds, the Local Business Preference as specified in Ordinance 12-142 of the Town Code shall not apply to bids submitted in response to this RFP.

4.7 Public Entity Crimes

Proposers must be in compliance with Section 287.133, Florida Statutes. Proposers must submit Form PEC with their Response.

4.8 Review of Responses for Responsiveness

Each Response will be reviewed to determine if it is responsive to the submission requirements outlined in the RFP. A "responsive" Response is one which meets the requirements of the RFP and is submitted in the format outlined in the RFP, is of timely submission, can be evaluated in accordance with the Evaluation Criteria, and has appropriate signatures/attachments as required on each document. Failure of the Proposer to provide the information as required under Section 4 of the RFP may result in a rejection of the proposal as non-responsive. A non-responsive Proposal will not be provided to the Evaluation Committee for consideration for an award of a contract.

4.9 Collusion

The Proposer must certify that its Response is made without previous understanding, agreement or connection either with any person, firm, or corporation submitting a Response for the same services, or with any Town department. The Proposer certifies that its Response is fair, without control, collusion, fraud, or other illegal action. The Proposer further certifies that it is in compliance with the conflict of interest and code of ethics laws. The Town will investigate all situations where collusion may have occurred and the Town reserves the right to reject any and all Responses where collusion may have occurred.

The Proposer must include in its Response, in the applicable section of its Response, the Non-Collusive Affidavit, included in this RFP as Form NCA. Failure by the Proposer to submit this affidavit will result in the Response being deemed non-responsive.

4.10 Clarifications

The Town reserves the right to make site visits, visit the Proposer's place(s) of business, to request clarifications of information submitted and to request or obtain any necessary supporting documentation or information of one or more Proposers, after the deadline for submission of Responses. Subsequent to the submittal of Proposals Proposer cannot submit any additional document

or information except upon the specific request of the Town. Any such submittal will not be considered and may result in a Proposal being rejected as non-responsive.

4.11 Key Personnel

Subsequent to submission of a Response and prior to award of a Contract, Key Personnel must not be changed. Any changes in Key Personnel **will** result in the Response being rejected and not considered for award.

The Project Manager and the Construction Manager must be different individuals and the Project Manager and Construction Manager must both be employed by the Proposer.

4.12 Audit Rights and Records Retention

The Successful Proposer agrees to provide access at all reasonable times to the Town, or to any of its duly authorized representatives, to any books, documents, papers, and records of Proposer which are directly pertinent to this RFP, for the purpose of audit, examination, excerpts, and transcriptions. The Successful Proposer must maintain and retain any and all of the books, documents, papers and records pertinent to the RFP and any resulting Contract for not less than three (3) years after the Town makes final payment, and all other pending matters are closed. Proposer's failure to or refusal to comply with this condition will result in the immediate termination of the Contract (if awarded) by the Town.

4.13 Public Records

Proposer understands that the Response is a "public record, and the public will have access to all documents and information pertaining the Response and the RFP, subject to the provisions of Chapter 119, Florida Statutes. The Proposer, by submitting a Response, acknowledges that the Town may provide public access to or provide copies of all documents subject to disclosure under applicable law.

Proposer must claim the applicable exemptions to disclosure as provided by said Florida Statute in its Response by identifying the materials to be protected and the reason why such exclusion from public disclosure meets the requirement of Chapter 119, Florida Statutes, and is necessary and legal.

4.14 Conflict of Interest

Proposer, by responding to this RFP, certifies that to the best of its knowledge or belief, no elected/appointed official or employee of the Town is financially interested, directly or indirectly, in the services specified in this RFP. Proposers must submit Form COI with its Response.

Proposer must include as part of its Response a detailed statement describing any relationships; professional, financial or otherwise that it may have with the Town, its elected or appointed officials, its employees or agents or any of its agencies or component units for the past five (5) years, together with a statement explaining why such relationships do not constitute a conflict of interest relative to performing the Services sought in this RFP. Additionally, the Proposer must give the Town written notice of any other relationships; professional, financial or otherwise that it enters into with the Town, its elected or appointed officials, its employees or agents or any of its agencies or component units during the period of the Contract.

Further, Proposer must disclose the name of any Town employee who owns, directly or indirectly, an interest of five percent (5%) or more of the total assets of capital stock in the Proposer's company.

Failure by the Proposer to disclose this information will result in the Response being deemed non-responsive.

4.15 Debarred/Suspended Vendors

An entity or affiliate who has been placed on the State of Florida debarred or suspended vendor list may not submit a Response or contract with a public entity for the construction or repair of a public building. In addition, such entity or affiliate may not perform any work as a supplier, subcontractor, or consultant, or subconsultant under any contract with any public entity, and may not transact business with any public entity. Any Proposer who submits a Response that includes such an entity or affiliate will be deemed non-responsible and the Response will not be considered.

4.16 Nondiscrimination

Proposer agrees that it will not discriminate as to race, sex, color, age, religion, national origin, marital status, or disability in connection with its performance under this RFP. Furthermore, Proposer agrees that no otherwise qualified individual will solely by reason of his/her race, sex, color, age, religion, national origin, marital status or disability be excluded from the participation in, be denied benefits of, or be subjected to, discrimination under any program or activity.

4.17 Contingent Fees

Proposer represents and warrants to the Town that it has not employed or retained any person or company, to solicit or secure the award of a contract, and that it has not offered to pay, paid, or agreed to pay any person, company, corporation, or firm any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with, the award or making of an contract.

4.18 Assignment; Non-Transferability of Response

A Response must not be assigned, transferred, purchased, or conveyed. A Proposer who is, purchased by or merged with any other corporate entity during any stage of the Proposal process, from date of submission of the Response through, to and including awarding of and execution of a contract, will have its Response deemed non-responsive and will not be considered or further considered for award.

Exhibit A contains specific language as to the assignment, transfer, sale or conveyance of the Contract after it has been executed and any such action after execution may result in the termination of said Contract, unless it meets the specific applicable provisions of the Contract.

4.19 Drug Free Workplace

Proposer that meets the requirements of Florida Statute 287.087 will receive preference should a tie occur in the ranking of the Responses by the Evaluation Committee.

Should a tie in the ranking of Responses occur the tied Proposers will be requested to submit an affidavit, if applicable, attesting to meeting the requirements.

4.20 Protest Process

Any Proposer wishing to file a protest as to the requirements or award of this RFP must do so in accordance with Ordinance 12-142 (Procurement Ordinance), which is available at http://www.miamilakes-fl.gov/index.php?option=com_content&view=article&id=67&Itemid=269.

SECTION 5 – INSTRUCTIONS FOR PREPARING A RESPONSE

Proposer's Response to this RFP must contain the following information and documents, and follow the instructions in its preparation. Failure to do so may deem your Response non-responsive. Non-responsive submittals will receive no further consideration and will not be provided to the Evaluation Committee.

5.1 Preparation Requirements

Each Response must contain the following documents and forms required by Sections 5.1 A&B, each fully completed, and signed as required. Proposers must prepare their Responses utilizing the same format outlined below in Section 5.1C. Each section of the Response as stipulated in 5.1C must be separated by a tabbed divider identifying the corresponding section number. Proposers are not to submit any information in response to this RFP that has not been requested or which the Proposer considers confidential, unless specifically required by the RFP. Submission of any confidential information will be deemed a waiver of any confidentiality or other such protection, which would otherwise be available to the Proposer, except as specifically permitted under Florida Statute. Proposers are not to include any documents not specifically required or requested, including, but not limited to; media and public relations literature, annual reports, pictures, etc. Such documentation will not be considered and will be redacted from the copies provided to the Evaluation Committee. The submission of such documentation may adversely affect the evaluation of the Response by the Evaluation Committee. Page limitations may have been established for some of the Town Forms, as well as other documents. Any pages submitted in excess of the page limitations will be redacted or removed and not provided to the Evaluation Committee for consideration during the evaluation process. The font size and type for Town Forms are set and cannot be changed. Proposer should use the font style Calibri, Times New Roman, or Arial, with a font size of 11 or 12 for any other information or documents to be submitted.

Hard cover binders are not to be used in the submission of the Response. Only heavy stock paper, not exceeding 100#, is to be used for the front and back covers, as well as the required section dividers. Proposers should also make every effort to utilize recycled paper in preparing its proposal. Double sided printing is permitted provided that the Response complies with the format set forth in 5.1 C.

A. TECHNICAL COMPONENT OF THE RFP:

The Proposer's response to the requirements of the Technical Proposal should provide complete detailed responses to all of the submission requirements of the Technical component of the RFP. Missing, incomplete or vague responses to the questionnaire or any of the submittal requirements can adversely impact the evaluation of the Response. The technical portion of the Proposal must contain sufficient information to enable the Evaluation Committee to evaluate each of the criteria to be used in scoring the Technical component of the Response.

1. Company Declaration

Proposer must complete and submit Form 1, Company Declaration, for this section of its Response.

2. Qualifications of the Proposer

Proposer must complete and submit Form 2, Company Profile Questionnaire, for this section of its Response.

3 Financial Stability of Proposer

Proposer must provide the following documentation and be capable of meeting the Contract bonding and insurance requirements to be considered responsive to the RFP.

- a. Proposer's most recent certified financial statement together with a breakdown indicating the Working Capital Ratio, Balance Sheet, and Cash Flow Statement or 2 years of business income tax returns.
- b. Letter(s) from the insurance carrier stating that the Proposer is capable of meeting the insurance requirements contained in Exhibit A. Sample insurance certificates are not an acceptable substitute.
- c. Letter(s) from the bonding surety stating that the Proposer is capable of meeting the bonding requirements contained in Exhibit A.

4. Experience of the Proposer

Proposer must complete and submit the following for this section of its Response.

- a. Form 3, Experience of Proposer Questionnaire
- b. Form 4, Construction Project Staff Experience.

5 Construction Approach (maximum 5 pages)

Proposer must complete and submit Form 5A, Project Approach, for this section of its Response. As part of this response the Proposer must address in detail the following based on the Technical Specifications, Survey, Geotechnical Report and available Temporary Easement Agreements:

- a. Methodology for performing the Work including access from land or water, access points.
- b. Proposed access points to the canal, including why the site was chosen.
- c. Proposed location for staging site, including why the site was chosen.
- d. Proposed plan for keeping the residents advised of the work adjacent to their property.
- e. While the Scope of Work the removal disposal of sediment or vegetative debris. Such requirement may be necessary if it is determined that during the performance of the Work the Contractor allows sediment or vegetative debris to collect on the canal bottom, such as from the canal wall should it fail during the performance of the Work. Proposer must address how it will address disposal of the sediment or vegetative debris, including any storage or drying that may be necessary to meet the required sieve test for disposal.

6. Quality Control and Safety (maximum 3 pages)

Proposer must complete and submit Form 5B, Project Approach, for this section of its Response.

- a. Provide a detailed explanation the Proposer's Quality Control program that covers meeting the requirements of the work, protecting adjacent property, as well as potential contamination of the canals. The quality control plan must also detail how the Proposer will address any contamination that occurs during the trucking of the sediment to the disposal site.

- b. Provide a detailed explanation of how the Proposer will handle safety for this project, taking in to account that work will be performed from the waterside as well as on unstable canal banks.

7. Qualifications and Experience of Subcontractors

Proposer must complete and submit the following for this section of its Response.

- a. Form 6, Subcontractor Utilization Form
- b. Form 7, Experience of Subcontractor Questionnaire

8. Forms

In addition to the Forms and documents identified elsewhere in the RFP the following Forms must be submitted:

- Form AK – Anti-Kickback Affidavit
- Form PEC – Public Entity Crime Affidavit
- Form NCA – Non Collusive Affidavit
- Form COI – Conflict of Interest Affidavit
- Form TSA – Trench Safety Act Certification (to be submitted with Price Proposal)
- Form R – Relationship with Town Staff & Elected Officials

B. PRICE PROPOSAL

1. Proposal Errors

Where the Price Proposal form, Form PP, has erasures or corrections, the Proposer must initial each erasure or correction in ink. In case of unit Price Proposal items, if an error is committed in the extension of an item, the unit price as shown on the Price Proposal Form will govern. Errors between any sum, computed by the Proposer and the correct sum will be resolved in favor of the correct sum. Any discrepancy between words and numbers will be resolved in favor of the written word. Use of any other forms will result in the rejection of the Response as non-responsive.

2. Submission of Price Proposal

Proposers must complete Form PP for the Price component of the RFP.

The Proposer will be solely responsible for all costs to complete the Project, except where costs are covered as reimbursable costs under the Contract, or result from Town directed changes, or changes resulting from hidden/unforeseen conditions.

The Price component must be submitted in *a separate sealed envelope* concurrent with the submittal of the Technical component, utilizing the Price Proposal Form contained in the RFP.

The Price submitted in the Response must be based upon and include any and all costs or expenses to be incurred by the Proposer in completing all aspects of the mobilization/start-up, construction, and Project close-out. The Price component, in addition to all direct and indirect costs and expenses, must include all other costs and expenses including but not limited to such costs as the Proposer's general, administrative and overhead costs; project management and supervisory costs; all fees, charges and taxes; labor, direct and indirect payroll costs, including labor burden; insurance and bond costs; cost of equipment, material, tools and transportation; and operating margin (profit).

Options, if any included as part of the Price component must be priced by the Proposer for the Proposal to be considered responsive.

Reimbursable Costs: The Town's permit fees are not to be included within the Price component. Other fees such as Miami-Dade County DERM/DRER and WASD connection fees are also not to be included in the Price component. The Town will reimburse the Successful Proposer for the Town's permits, regulatory fees and Miami-Dade County WASD connection fees. All other permit and other fees, such as those assessed by Miami-Dade County, FPL, etc. are to be included as part of the Price Component.

The Price Proposal is submitted for the purposes of determining the Successful Proposer. The Town, at its sole discretion, may conduct further negotiation to determine the final value of the Contract to be awarded.

3. Subcontractor/Subconsultants/Suppliers

Proposers are expressly prohibited from substituting Subconsultant or Subcontractors projected to perform five percent (5%) or more of the over-all Work as stated in the RFP. Such substitution, for any reason, after receipt of the Response, and prior to award by the Town, will result in disqualification of the Response from further consideration for award.

4. Evaluation of Price Proposal Documents

The Price Proposal will be evaluated in the following manner:

a. For Form PP

- i. The responsive Response with the lowest total Price Proposal will be given the full weights as identified above.
- ii. Every other Response will be given points proportionally in relation to the lowest price. This point total will be calculated by dividing the lowest price for by the total price of the Price Proposal being evaluated with the result being multiplied by the maximum weight for the price to arrive as a cost score of less than the full score for price.

Example: $\frac{\text{Lowest Price Proposed}}{\text{Proposer's Price}} \times \text{Total Points for Price} = \text{Price Score}$

Example: $\frac{\$1,000,000}{\$2,000,000} \times 75 = 37.5 \text{ points}$

b. Subcontractor Breakdown

This portion of the Price Proposal will be evaluated as part of the Qualification of the Project Team and Subconsultants.

C. Response Submission Format

Responses are to be prepared and submitted in the following format and in the stated order. Failure to comply with this format may adversely impact the evaluation of the Response. Part A and B are to be submitted in separate sealed envelopes or boxes.

Part A - Technical Response

1. Company Declaration
 - a. Form 1 – Company Declaration
2. Qualifications of Proposer
 - a. Form 2 – Company Qualification Questionnaire
3. Financial Stability of Proposer
 - a. Financial Statement or Tax Returns
 - b. Dun & Bradstreet Report
 - c. Letter from Insurance Company
 - d. Letter from Bond Surety
4. Experience of Proposer
 - a. Form 3 – Experience of Proposer Questionnaire
 - b. Form 4 – Construction Project Staff Experience
5. Construction Approach and Schedule
 - a. Form 5A – Construction Approach
 - b. Form 5B – Quality Control & Safety
6. Quality Assurance & Safety
 - a. Quality Assurance
 - b. Safety
7. Qualifications of Subcontractors
 - a. Form 6 – Subcontractor Utilization Form
 - b. Form 7 – Experience of Subcontractor Questionnaire
8. Affidavits
 - a. Forms AK, PEC, NCA, and COI
 - b. Form R (if applicable)

Part B – Price Proposal

1. Form PP – Price Proposal (including Subcontractor Breakdown)
2. Schedule of Values
3. Form TSA – Trench Safety Act

SECTION 6 – EVALUATION/SELECTION PROCESS

6.1 Preparation Requirements

A. Evaluation Procedures

The procedure for response evaluation and selection is as follows:

1. Request for Proposals issued.
2. Receipt of Responses.
3. Opening of Technical Proposals and listing of all Responses received.
4. Preliminary review of the Technical Proposals by Town staff for compliance with the submission requirements of the RFP, including verification that each Response includes all required documents.
5. Review by Town Staff to confirm that the Proposer's Team is qualified to render the required services according to State regulations.
6. The Evaluation Committee ("Committee"), appointed by the Town Manager, will meet to evaluate each responsive Response Technical Proposal in accordance with the requirements of the RFP. At the Committee's option, the Proposers may be required to attend an interview session. The Committee may, at its sole discretion, shortlist the proposers and may invite only the shortlisted firms to an interview session.
7. Subsequent to completing its evaluation of the Technical Proposals the scoring for the Fee Proposal will be calculated by the Evaluation Committee and Town Staff.
8. The score for each Fee Proposal in accordance with the methodology stated in Section 5.
9. Town staff will then total the score of each Proposer and advise the Committee of each Proposer's combined score.
10. The Committee forwards its recommendation of the most qualified Proposer to the Town Manager inclusive of the ranking and scoring of the Responses.
11. The Town Manager will review the Evaluation Committee's recommendation and make a recommendation to the Town Council for award, reject all Responses, or return the recommendation to the Committee for reconsideration. In the event of a tie the recommendation of the Town Manager will control. The Town Manager may submit a recommended Proposer or "short list" of a combination of a recommended Proposer and the "short list" to the Town Council.
12. As stated in the solicitation the Town Manager or designees may conduct negotiations with the highest ranked Proposer.
13. If the Town is unsuccessful in negotiating a Contract with the selected Proposer the negotiations with the Proposer may be terminated and the Town Manager will attempt to negotiate a Contract with the next highest ranked Proposer and so on.
14. The Town Council will make the final selection and award.

B. Evaluation Criteria

Responses will be evaluated according to the following criteria and respective weight:

- | | |
|---|--------------------|
| ➤ Qualifications of the Proposer | Maximum 25 points |
| ➤ Experience of the Proposer | Maximum 30 points |
| ➤ Project Approach | Maximum 40 points |
| ➤ Quality Assurance & Safety | Maximum 15 points |
| ➤ Qualifications & Experience of the Project Team
And Subcontractors | Maximum 25 points |
| ➤ Financial Stability | Maximum 5 points |
| ➤ Price Proposal | Maximum 100 points |

Total Points 240

**CERTIFICATE OF AUTHORITY
(IF CORPORATION)**

STATE OF)
) SS:
COUNTY OF)

I HEREBY CERTIFY that a meeting of the Board of Directors of _____
_____ a corporation
existing under the laws of the State of _____, held on _____, 20_____, the
following resolution was duly passed and adopted:

"RESOLVED, that, as President of the Corporation, be and is hereby authorized to execute the Response
dated, _____, 20_____, to the Town of Miami Lakes and this Corporation and that their
execution thereof, attested by the Secretary of the Corporation, and with the Corporate Seal affixed, will
be the official act and deed of this Corporation."

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

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

Secretary: _____

(SEAL)

FAILURE TO COMPLETE, SIGN, AND RETURN THIS FORM MAY DISQUALIFY YOUR RESPONSE

**CERTIFICATE OF AUTHORITY
(IF PARTNERSHIP)**

STATE OF)
) SS:
COUNTY OF)

I HEREBY CERTIFY that a meeting of the Partners of
_____ organized and existing under the
laws of the State of _____, held on _____, 20 _____, the
following resolution was duly passed and adopted:

"RESOLVED, that, _____, as _____ of the Partnership, be and is
hereby authorized to execute the Response dated, _____ 20_____, to the Town of Miami
Lakes and this Partnership and that their execution thereof, attested by the _____
will be the official act and deed of this Partnership."

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

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

Secretary: _____

(SEAL)

FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM MAY DISQUALIFY YOUR RESPONSE

**CERTIFICATE OF AUTHORITY
(IF INDIVIDUAL)**

STATE OF)
) SS:
COUNTY OF)

I HEREBY CERTIFY that as an individual, I _____ and as a d/b/a (doing business as) _____ (if applicable) exist under the laws of the State of Florida and is authorized to conduct business in the State of Florida.

"RESOLVED, that, as an individual or d/b/a, be and is hereby authorized to execute the Response dated, _____, 20____, to the Town of Miami Lakes as an individual or d/b/a and that my execution thereof, attested by a Notary Public of the State, will be the official act and deed of this attestation."

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

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

NOTARY PUBLIC: _____

Commission No.: _____

I personally know the individual/do not know the individual (Please Circle)

Driver's License # or other form of identification _____

(SEAL)

FAILURE TO COMPLETE, SIGN, AND RETURN THIS FORM MAY DISQUALIFY YOUR RESPONSE

**Town of Miami Lakes
Evaluation Committee Final Ranking**



Project Title: Canal Bank Stabilization

RFP/RFQ No.

2016-49

Committee Member	Enco LLC	Pac Comm Inc	Gonzalez & Sons*						
Andrea Agha	132	105	0						
Elia Nunez	133	115	0						
Carmen Olazabel	135	114	0						
Carlos Arroyo	125	117	0						
Price Proposal Points	100	34	0						
Technical Subtotal	625	485	0						
Price Subtotal	400	136	0						
Total Score	1025	621	0						
Ranking	1	2	0						
Price Proposal Value	\$ -	\$ -	\$ -						

Name of Preparer: Gary Fabrikant

Signature: _____

Date: September 20, 2016

*Non-Responsive



TOWN OF MIAMI LAKES MEMORANDUM

To: Alex Rey, Town Manager

From: *AA* Andrea Agha, Evaluation Committee Chair

Subject: Evaluation Committee Recommendation – Canal Bank Stabilization, RFP 2016-49

Date: September 21, 2016

The Town of Miami Lakes ("Town") issued a Request for Proposals ("RFP"), No. 2016-49 for the Canal Bank Stabilization Project for the Golden Glades and Pike's Peak Canals. As minimum qualification requirements Proposers must be licensed by the State of Florida's Department of Business and Professional Regulation as a Certified General Contractor or a Certificate of Competency from the Miami-Dade County's Construction Trades Qualifying Board as a General Contractor. In addition, the Proposer must have completed a minimum of three (3) projects of a similar, size, scope, and complexity within the last seven (7) years where the projects had a construction value of \$750,000 and be capable of self-performing seventy-five (75%) of the physical construction work.

The Town issued the RFP on August 18, 2016 with a closing date of September 14, 2016. Three (3) Responses were received by the Town. The Proposals received were from:

1. Enco, LLC
2. Gonzalez and Sons Equipment, Inc.
3. PAC Comm, Inc.

The RFP Proposals were evaluated based the following six criteria, as established in the RFP:

1. Qualifications of the Proposer
2. Experience of the Proposer
3. Project Approach
4. Quality Assurance and Safety
5. Qualifications & Experience of the Project Team and Subcontractors
6. Financial Stability
7. Price Proposal

Procurement in performing their due diligence review prior to the meeting of the Evaluation Committee determined that one of the Responses was non-responsive and it was not provided to the Evaluation Committee for evaluation.

The Evaluation Committee ("Committee") comprised of the following individuals met on September 20, 2016 to evaluate the Proposals and establish the ranking of the firms.

1. Andrea Agha, Director, Assistant Town Manager
2. Elia Nunez, Public Works Director
3. Carmen Olazabal, Project Manager, 4City Consulting, Inc.
4. Carlos Arroyo, Stormwater Utility Manager, City of Doral
5. Jeffery Vollat, Project Manager, ADA Engineering, Inc. (non-voting member)
6. Ernesto Perez, Engineering Consultant, E. A. Perez & Assoc., Inc. (non-voting member)
7. Gary Fabrikant, Procurement Consultant (non-voting member)

The Committee ranked the firms as follows:

1. Enco, LLC (1,025 Total Points)
2. PAC Com, Inc. (621 Total Points)


Enco, LLC ("Enco") was selected as the highest ranked Proposer. The Project Approach was very detailed and specific to the project and reflected a clear understanding of the Town's project. The project examples provided to demonstrate the Enco's experience were very similar to the Town's project and clearly demonstrated their experience with the work to be performed. In addition, Enco's price was 70% less than that of the 2nd lowest proposer and is within the Town's budget.

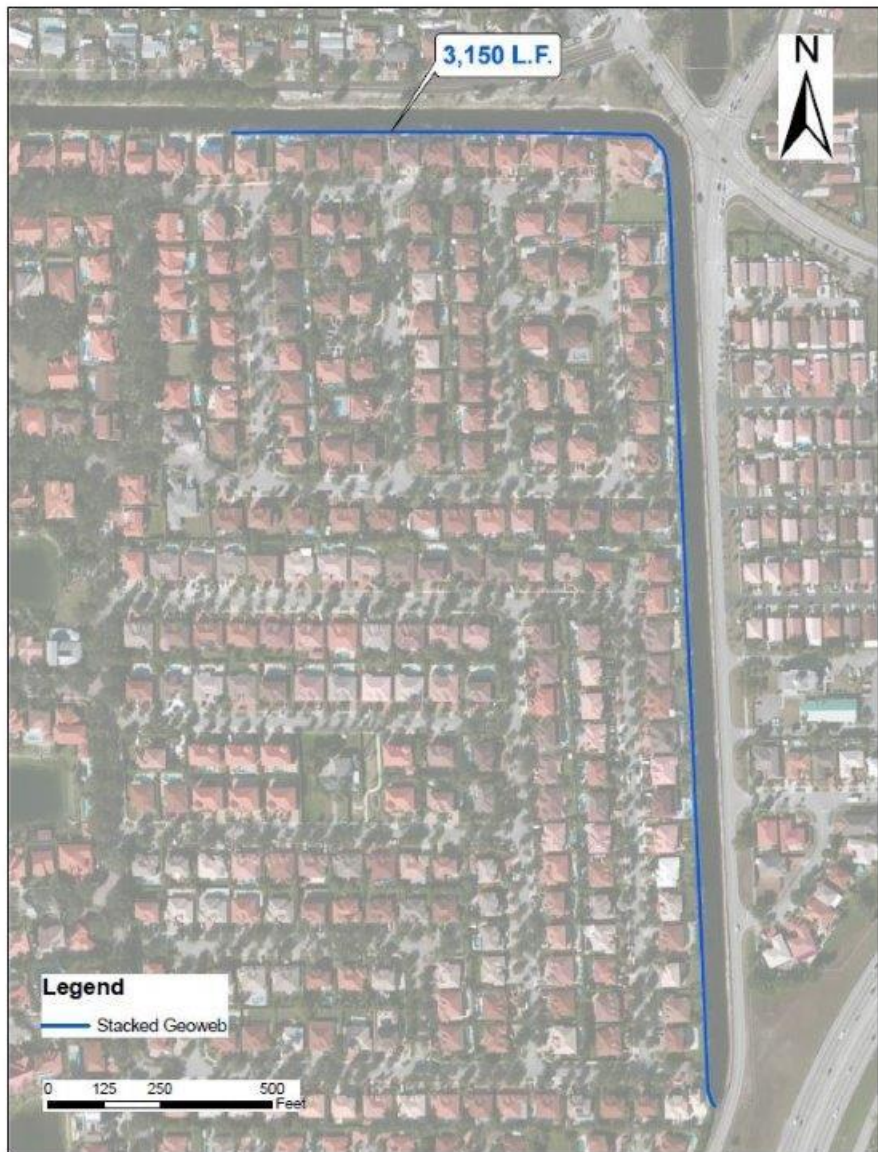
PAC Comm, Inc. ("PAC"), was selected as the second highest ranked Proposer. The projects identified in their proposal were not as similar to the work to be performed for the Town. One was a drainage project and one was a canal stabilization project that used sheet piling and rip rap, which is different than the Town's stacked geoweb approach to support the canal banks. In addition, one of the projects provided to demonstrate PAC's experience has not been completed. PAC's Project Approach was lacking in detail and what was provided was not specific to the Town's project. PAC's proposal included numerous inconsistencies and lacked detail. In addition, PAC's price proposal exceeded the construction budget by more than 100%

Based on the above the Committee has recommended that the Town enter into a contract with the Enco.

c: Andrea Agha, Assistant Town Manager
Elia Nunez, Public Works Director
Carmen Olazabal, 4City Consulting, Inc.
Carlos Arroyo, Stormwater Utility Manager, City of Doral
Jeffery Vollat, Project Manager, ADA Engineering, Inc.
Ernesto Perez, E. A. Perez & Assoc., Inc.
Gary Fabrikant, Procurement Consultant

Approved:


Alex Rey, Town Manager



MIAMI LAKES PRELIMINARY COST ANALYSIS

CONTRACT FOR CANAL BANK STABILIZATION

Contract No. 2016-49



The Town of Miami Lakes Council:

**Mayor Wayne Michael A. Pizzi, Jr.
Vice Mayor Timothy Daubert
Councilmember Manny Cid
Councilmember Tony Lama
Councilmember Ceasar Mestre
Councilmember Frank Mingo
Councilmember Nelson Rodriguez**

Alex Rey, Town Manager
The Town of Miami Lakes
6601 Main Street
Miami Lakes, Florida 33014

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SECTION 1

GENERAL TERMS AND CONDITIONS

1.1 DEFINITION OF TERMS

Basis of Design means a specific manufacturer's product that is named; including the make or model number or other designation, establishing the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of other manufacturers.

Change Order means a written document ordering a change in the Contract price or Contract time or a material change in the Work. A Change Order must comply with the Contract Documents.

Completed Project means that the applicable regulatory authority has issued a Certificate of Completion.

Construction Change Directive means a written directive to effect changes to the Work, issued by the Consultant or the Project Manager that may affect the Contract price or time.

Construction Schedule means a schedule, as defined and required by the Contract Documents.

Contract means the RFP and the RFP documents that have been submitted by the Contractor and the Contract Documents.

Contract Documents means the Contract as may be amended from time to time, any and all plans, specification, bonds, addendum, clarifications, directives, change orders, payments and other such documents issued under or relating to the Contract.

Contractor means the person, firm, or corporation with whom the Town has contracted and who will be responsible for the acceptable performance of any Work and for the payment of all legal debts pertaining to the Work under the Contract.

Cure means the action taken by the Contractor promptly, after receipt of written notice from the Town of a breach of the Contract Documents, which must be performed at no cost to the Town, to repair, replace, correct, or remedy all material, equipment, or other elements of the Work or the Contract Documents affected by such breach, or to otherwise make good and eliminate such breach.

Cure Period means the period of time in which the Contractor is required to remedy deficiencies in the Work or compliance with the Contract Documents after receipt of a written Notice to Cure from the Town identifying the deficiencies and the time to Cure.

Days mean calendar days unless otherwise specifically stated in the Contract Documents.

Design Documents means the construction Plans and specifications included as part of the RFP prepared by the Consultant for this Project under a separate agreement with the Town.

Drawings or Plans means the graphic and pictorial portions of the Work, which serve to show the design, location and dimensions of the Work to be performed, including, without limitation, all notes, schedules and legends on such Drawings.

Field Directive means a written direction from the Consultant or Project Manager directing the Contractor to proceed with Work requested by the Town, which is minor in nature and typically should not involve additional cost.

Final Completion means the date subsequent to the date of Substantial Completion at which time the Contractor has completed all the Work under a Work Order and submitted all documentation required by the Contract Documents.

Inspector means an authorized representative of the Town assigned to make necessary inspections of materials and the Work performed by the Contractor. The Town, at its sole discretion may hire a professional consultant to perform the inspections.

Materials mean goods or equipment incorporated in a Project, or used or consumed in the performance of the Work.

Notice of Award means the written letter to the Contractor notifying the Contractor that it has been awarded the Contract.

Notice to Proceed means a written letter or directive issued by the Town Manager or designee acknowledging that all conditions precedent to award have been met and directing that the Contractor may begin Work.

Project or Work as used herein refers to all reasonably necessary and inferable construction and services required by the Contract whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill its obligations, including completion of the construction in accordance with the Drawings and Specifications.

Project Manager means the individual assigned by the Town Manager to manage the Project.

Request For Information (RFI) means a request from the Contractor seeking an interpretation or clarification relative to the Contract Documents. The RFI, which must be clearly marked RFI, must clearly and concisely set forth the issue(s) or item(s) requiring clarification or interpretation and why the response is required. The RFI must set forth the Contractor's interpretation or understanding of the document(s) in question, along with the reason for such understanding.

Subcontractor means a person, firm or corporation having a direct contract with Contractor, including one who furnishes material worked to a special design according to the Contract Documents, but does not include one who merely furnishes materials not so worked.

Substantial Completion means that point at which the Work is at a level of completion in substantial compliance with the Contract Documents, and is fit for use in its intended purpose. Substantial Compliance will not be deemed to have occurred until any and all governmental entities, with regulatory authority or which have jurisdiction over the Work, have conducted all final inspections, and approved the Work. Beneficial use or occupancy will not be the sole factor in determining whether Substantial Completion has been achieved, unless a temporary certificate of completion has been issued.

Town means the Town Council of the Town of Miami Lakes or the Town Manager, as applicable.

Town Manager means the duly appointed chief administrative officer of the Town of Miami Lakes or his designee.

1.2 EXAMINATION OF CONTRACT DOCUMENTS AND THE SITES

By executing this Contract the Contractor certifies that it has:

- Carefully review the requirements of the Contract and notified the Town of any conflicts, errors or discrepancies.
- Visited the site to become familiar with conditions that may affect costs, progress, or performance of the Work.
- Taken into account federal, state and local, including, without limitation, the Town's Code, and Miami-Dade County and the State of Florida's statutes laws, rules, regulations, and ordinances that may affect a Bidder's ability to perform the Work.

- Studied and carefully correlated Contractor's observations with the requirements of the Contract.

The signing of the Contract by the Contractor will constitute an incontrovertible representation by Contractor that it will comply with the requirements of the Contract and that without exception, the Contractor is fully capable performing and furnishing the Work required under the Contract and that the Contract are sufficient in detail to indicate and convey understanding of all terms and conditions for performance of the Work.

1.3 INTENTION OF THE TOWN

It is the intent of the Town to describe in the RFP the Project to be completed in accordance with all codes and regulations governing all the Work to be performed under this Contract. Any work, labor, materials or equipment that may reasonably be inferred from the Contract as being required to produce the intended results must be supplied by Contractor whether or not specifically called for in the Contract. Where words, which have well-known technical or trade meanings are used to describe Work, materials or equipment, such words will be interpreted in accordance with that meaning. Reference to standard specifications, manuals, or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, will mean the latest standard specification, manual, code or laws or regulations in effect at the time of opening of Bids and Contractor must comply therewith. The Town will have no duties other than those duties and obligations expressly set forth within the Contract.

1.4 TIME IS OF THE ESSENCE

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.

The date and period of time set forth in the Notice to Proceed for the commencement, and completion of the Work was included because of its importance to the Town.

1.5 NOTICES

Whenever either party desires to give written notice to the other relating to the Contract, such must be addressed to the party for whom it is intended at the place specified below; and the place for giving the notice will remain until it has been changed by written notice in compliance with the provisions of this Article. Notice will be deemed given on the date received or within 3 days of mailing, if mailed through the United States Postal Service. Notice will be deemed given on the date sent via e-mail or facsimile. Notice will be deemed given via courier/delivery service upon the initial delivery date by the courier/delivery service. For the present, the parties designate the following as the respective places for giving of notice:

For Town:

Mr. Alex Rey
Town Manager
Town of Miami Lakes
6601 Main Street
Miami Lakes, Florida 33014
reya@miamilakes-fl.gov

Mr. Gary Fabrikant
Procurement Consultant
Town of Miami Lakes
6601 Main Street
Miami Lakes, Florida 33014
fabrikantg@miamilakes-fl.gov

For Contractor:

(Intentionally Left Blank)

During the Work the Contractor must maintain continuing communications with designated Town representative(s). The Contractor must keep the Town fully informed as to the progress of the Work under the Contract.

1.6 PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into the Contract by reference and a term, statement, requirement, the specifications or any plans, or provision of the Contract the following order of precedence will apply:

In the event of conflicts in the Contract the priorities stated below will govern;

- Revisions and Change Orders to the Contract will govern over the Contract
- The Contract will govern over the Contract Documents
- The Special Conditions will govern over the General Conditions of the Contract
- Addendum to an RFP will govern over the RFP

In the event that Drawings and specifications are provided with a Work Order the priorities stated below will govern:

- Scope of Work and Specifications will govern over Plans and Drawings
- Schedules, when identified as such will govern over all other portions of the Plans
- Specific notes will govern over all other notes, and all other portions of the Plans, unless specifically stated otherwise
- Larger scale drawings will govern over smaller scale drawings
- Figured or numerical dimensions will govern over dimensions obtained by scaling
- Where provisions of codes, manufacturer's specifications or industry standards are in conflict, the more restrictive or higher quality will govern.

Where the plans and specification do not meet the minimum requirements of the Florida Building Code then the Florida Building Code will prevail. Where the plans and specifications exceed the Florida Building Code then the plans and specifications will prevail.

1.7 INDEMNIFICATION

The Contractor must indemnify and hold harmless the Town, its officers, agents and employees from and against all liability, claims, damages, losses and expenses, including reasonable attorney's fees and costs at both trial and appellate levels arising out of or resulting from the performance of the Work under this Contract, caused by negligence, recklessness, intentional misconduct, or any act or omission of the Contractor or anyone directly or indirectly employed by Contractor or anyone for whose acts Contractor may be liable. The Contractor expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by Contractor will in

no way limit the responsibility to indemnify, keep and save harmless and defend the Town or its officers, employees, agents and instrumentalities as herein provided.

The Contractor agrees and recognizes that the Town will not be held liable or responsible for any claims which may result from any actions or omissions of the Contractor in which the Town participated either through review or concurrence of the Contractor's actions. In reviewing, approving or rejecting any submissions by the Contractor or other acts of the Contractor, the Town in no way assumes or shares any responsibility or liability of the Contractor or Sub-Contractor, under this Agreement. The Contractor must defend the Town or provide for such defense at its own expense, at the Town's option.

This indemnification obligation will survive the expiration or termination of this Contract.

The Town has provided specific consideration for the indemnification of \$10.00 from the sums due to the Contractor under this Contract.

1.8 INSURANCE

Without limiting any of the other obligations or liabilities of Contractor, the Contractor must secure and maintain throughout the duration of this Contract, insurance of such type and in such amounts necessary to protect its interest and the interest of the Town against hazards or risks of loss as specified below. The underwriter of such insurance must be qualified to do business in the State of Florida, be rated "B" as to management and "Class V" as to strength or better as rated by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, The insurance carrier must have agents upon whom service of process may be made in the State of Florida. The insurance coverage will be primary insurance with respect to the Town, its officials, employees, agents and volunteers. Any insurance maintained by the Town will be in excess of the Contractor's insurance and will not contribute to the Contractor's insurance. The insurance coverages must include a minimum of:

- a. Worker's Compensation and Employer's Liability Insurance:** Coverage to apply for all employees for statutory limits as required by the State of Florida's Statutory Workers' Compensation Law and all applicable Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$500,000 each accident and a waiver of subrogation. The policies must include:

 - Waiver of subrogation
 - Statutory State of Florida
 - Limit of Liability
- b. Employer's Liability:** Limit for each bodily injury by an accident must be \$1,000,000 policy limit for each accident, per employee, including bodily injury caused by disease.
- c. Comprehensive Business Automobile and Vehicle Liability Insurance:** This insurance must be written in comprehensive form and must protect the Contractor and the Town against claims for injuries to members of the public and damages to property of others arising from the Contractor's use of motor vehicles or any other equipment and must cover operation with respect to onsite and offsite operations and insurance coverage must extend to any motor vehicles or other equipment irrespective of whether the same is owned, non-owned, or hired. The limit of liability must not be less than \$3,000,000 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be

afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsement, as filed by the Insurance Services Office.

d. Commercial General Liability ("CGL"). This insurance must be written in comprehensive form and must protect the Contractor and the Town against claims arising from injuries to members of the public or damage to property of others arising out of any act or omission to act of the Contractor or any of its agents, employees, or subcontractors. The limit of liability must not be less than \$3,000,000 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a primary and non-contributory basis and with a coverage form no more restrictive than the latest edition of the Commercial General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include: (1) Premises and Operations; (2) Independent contractors and Products and completed Operations; (3) Broad Form Property Damage, Personal Injury and a Contractual Liability Endorsement, including any hold harmless and indemnification agreement.

- Products and Completed Operations for contracts, with an Aggregate Limit of **One Million Dollars (\$1,000,000)** per project. Contractor must maintain in force until at least three years after completion of all Work required under the Contract, coverage for Products and Completed Operations, including Broad Form Property Damage.
- Personal and Advertising Injury with an aggregate limit of **One Million Dollars (\$1,000,000)**.
- CGL Required Endorsements
 - Employees included as insured
 - Contingent Liability/Independent Contractors Coverage
 - Contractual Liability
 - Waiver of Subrogation
 - Premises and Operations
 - Explosion, Collapse and Underground Hazards (if not specifically covered under the policy)
 - Loading and Unloading
 - Mobile Equipment (Contractor's Equipment) whether owned, leased, borrowed or rented by Contractor or employees of the Contractor.

Town is to be expressly included as an **Additional Insured** pursuant to endorsement number CG 2010 11/85 or its equivalence.

e. Marine Insurance (Jones Act): This insurance must be written in comprehensive form and must protect the Contractor and the Town against claims arising from operations being performed from the waterside. The limit of liability must not be less than \$3,000,000 per occurrence,

f. Umbrella Policy: Contractor must provide a \$3,000,000, per occurrence, coverage with a \$3,000,000 aggregate limit. The policy must provide excess coverage on CGL, Business Automobile, Marine, and Employer's liability.

g. Certificate of Insurance: Contractor must provide the Town Manager or designee with Certificates of Insurance for all required policies within fifteen (15) days of notification of a

conditional award by the Town. The Certificates of Insurance must not only name the types of policy(ies) provided, but also must specifically cite this Contract and must state that such insurance is as required by this Contract. The Town reserves the right to require the Contractor to provide a certified copy of such policies, upon written request by the Town. Each policy certificate must be endorsed with a provision that not less than thirty (30) calendar days' written notice must be provided to the Town before any policy or coverage is cancelled, restricted, or a material change is made. Acceptance of the Certificate(s) is subject to approval of the Town Manager or designee.

- h. Additional Insured** - The Town is to be specifically included as an Additional Insured for the liability of the Town resulting from operations performed by or on behalf of Contractor in performance of this Contract. The Town must be named as additional insured under the CGL, business automobile insurance and umbrella policies. Town must be named as an additional insured under Contractor's insurance, including that applicable to the Town as an Additional Insured, must apply on a primary basis and any other insurance maintained by the Town will be in excess of and will not contribute to Contractor's insurance. Contractor's insurance must contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance must apply to each Insured or Additional Insured in the same manner as if separate policies had been issued to each.

All deductibles or self-insured retentions must be declared to and be approved by the Town Manager. The Contractor will be responsible for the payment of any deductible or self-insured retentions in the event of any claim.

1.9 PERFORMANCE AND PAYMENT BOND

Contractor must within fifteen (15) calendar days of being notified of award, furnish a Performance/Payment containing all the provisions of the attached Performance/Payment forms.

Each Bond must be in the amount of one hundred percent (100%) of the Contract value guaranteeing to Town the completion and performance of the Work covered in the Contract as well as full payment of all suppliers, laborers, or subcontractors employed pursuant to this Project(s). Each Bond must be with a Surety, which is qualified pursuant to Article 3.8, Qualification of Surety.

Each Bond must continue in effect for one year after Final Completion and acceptance of the Work with liability equal to one hundred percent (100%) of the Contract value, or an additional bond must be conditioned that Contractor will, upon notification by Town, correct any defective or faulty work or materials which appear within one year after Final Completion of the Project.

The Town must be listed as an Obligee.

Pursuant to the requirements of Section 255.05(1)(a), Florida Statutes, as may be amended from time to time, Contractor must ensure that the bond(s) referenced above must be recorded in the public records and provide Town with evidence of such recording.

Alternate Form of Security:

In lieu of a Performance/Payment Bond, Contractor may furnish alternate forms of security, which may be in the form of cash, money order, certified check, cashier's check or an unconditional letter of credit. Such alternate forms of security will be subject to the prior approval of Town and for same purpose and will be subject to the same conditions as those applicable above and will be held by Town for one year after completion and acceptance of the Work.

1.10 QUALIFICATIONS OF SURETY

Each Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida as surety, having a resident agent in the State of Florida and having been in business with a record of successful continuous operation for at least five (5) years.

The Surety must hold a current certificate of authority as acceptable surety on federal bonds in accordance with United States Department of Treasury Circular 570, Current Revisions. If the amount of the Bond exceeds the underwriting limitation set forth in the circular, in order to qualify, the net retention of the Surety must not exceed the underwriting limitation in the circular, and the excess risks must be protected by coinsurance, reinsurance, or other methods in accordance with Treasury Circular 297, revised September 1, 1978 (31 DFR Section 223.10, Section 223.111). Further, the Surety must provide Town with evidence satisfactory to Town, that such excess risk has been protected in an acceptable manner.

The Town will accept a surety bond from a company with a rating of "B+" or better and a Financial Size Category of "Class II", provided, however, that if any surety company appears on the watch list that is published quarterly by Intercom of the Office of the Florida Insurance Commissioner, the Town will review and either accept or reject the surety company based on the financial information available to the Town. A surety company that is rejected by the Town may be substituted by the Bidder with a surety company acceptable to the Town, only if the Bid amount does not increase.

1.11 GENERAL REQUIREMENTS

The employee(s) of the Contractor will be considered to be at all times its employee(s), and not employee(s) or agent(s) of the Town or any of its departments.

The Contractor agrees that the Contractor will at all times employ, maintain and assign to the performance of the Contract a sufficient number of competent and qualified professionals and other personnel to meet the requirements of the Work to be performed.

The Contractor agrees to adjust staffing levels or to replace any staff personnel if so requested by the Project Manager or designee, should the Project Manager or designee make a determination that said staffing is unacceptable or that any individual is not performing in a manner consistent with the requirements for such a position.

The Contractor represents that its staff personnel have the proper skills, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses necessary to perform the Work, in a competent and professional manner.

The Contractor must at all times cooperate with the Town, or the Consultant and coordinate its respective Work efforts to most effectively and efficiently progress the performance of the Work.

The Town, the Consultant and other agencies authorized by the Town, must have full access to the Project site at all times.

The apparent silence of the Contract as to any detail, or the apparent omission from them of a detailed description concerning any Work to be done and materials to be furnished, will be regarded as meaning that only best practices are to prevail and only materials and workmanship of the best quality are to be used in the performance of the Work.

1.12 RULES AND REGULATIONS

The Contractor must comply with the Florida Building Code and all laws and regulations applicable to provision of the Work specified in the Contract. The Contractor must be familiar with all federal, state and local laws, rules, regulations, codes, and ordinances that affect the Work.

1.13 SITE INVESTIGATION AND REPRESENTATION

The Contractor acknowledges that by executing the Contract it has satisfied itself as to the nature and location(s) of the Work under the Contract including the general and local conditions, particularly those bearing upon availability of installation, transportation, disposal, handling and storage of materials, and all other matters which can in any way affect the Work or the cost thereof under the Contract.

Work site(s) may have existing utilities, such as, but not limited to, irrigation, phone, water and sewer, CATV, traffic signals, electrical, and storm sewer. Known utilities and structures adjacent to or encountered in the Work will be shown on the Drawings. The locations shown are taken from existing records and the best information available from existing plans and utility investigations; however, it is expected that there may be some discrepancies and omissions in the locations and quantities of utilities and structures shown. Those shown are for the convenience of the Contractor only, and no responsibility is assumed by the Town for their accuracy or completeness. No request for additional compensation or Contract time resulting from encountering utilities not shown will be considered.

It will be the responsibility of the Contractor to verify the location of all such utilities, structures, etc., by hand excavation or other appropriate measures before performing any Work. The Contractor must call Sunshine State One Call of Florida, Inc. and other appropriate agencies, as applicable, at least forty-eight (48) hours prior to the commencement of any excavation or digging to determine the locations of existing utilities prior to the commencement of any Work. The Contractor is responsible for any and all claims resulting from the damage caused to any utilities, identified or not.

Should the Contractor identify any utilities, structures, etc., which will or may be encountered during the performance of the Work, the Town must be consulted immediately in order for a decision to be made on the potential relocation or other action(s) to be taken as it relates to the Work.

Should the Town direct the Contractor to relocate any utilities that would be impacted by any Work then the Town will compensate the Contractor for such relocation in accordance with the Change Order provisions of the Contract.

The Contractor must not purposefully disrupt or disconnect any type of utility whatsoever without first obtaining the prior written approval of the Town or applicable utility owner. Requests for any disconnection, including those required of other utilities must be in writing and received by the Town at least seventy-two (72) hours prior to the time of the requested interruption. The Town may require that the Contractor notify, in writing, any property owners to be impacted by service interruptions to their utilities.

Any failure by the Contractor to familiarize itself with any utilities that may impact the performance of the Work will not relieve Contractor from responsibility for properly estimating the difficulty or cost of performing the Work and will not entitle the Contractor to any additional compensation.

1.14 METHOD OF PERFORMING THE WORK

The apparent silence of the Contract as to any detail, or the apparent omission from them of a detailed description concerning any Work to be done and materials to be furnished, will be regarded as meaning that only the best general practice is to prevail and that only material and workmanship of the best quality is to be used, and interpretation of the Contract will be made upon that basis.

The Contractor must comply with the manufacturer's requirements for the handling, delivery and storage of all equipment and materials. Contractor must inspect all equipment and materials immediately prior to installation and must not install any damaged or defective items.

Contractor must comply with the manufacturer's applicable instructions and recommendations for the performance of the Work, to the extent that these instructions and recommendations are more explicit or more stringent than requirements indicated in the Contract.

The Contractor must familiarize itself with normal Town operations where the Work is to be performed so that it can conduct the Work in the best possible manner to the complete satisfaction of the Project Manager.

The Work to be performed must be done in such a manner so as not to interfere with the normal Town operations. The manner in which the Work is performed will be subject to the approval of the Project Manager, whom if necessary, has the authority to require changes in the manner in which the Work is performed. There must be no obstruction of Town services without the prior written approval of the Project Manager. All requests for such interruption or obstruction must be given in writing to the Project Manager twenty-four (24) hours in advance of the interruption of Town operations.

If the Project Manager reasonably determines the rate of progress of the Work is not such as to ensure its completion within the designated completion time, or if, in the opinion of the Project Manager, the Contractor is not proceeding with the Work diligently or expeditiously or is not performing all or any part of the Work according to the Project schedule accepted by or determined by the Project Manager, the Project Manager has the right to order the Contractor to do either or both of the following: (1) improve its work force; and (2) improve its performance in accordance with the schedule to ensure completion of the Project within the specified time. The Contractor must immediately comply with such orders at no additional cost to the Town. (3) The Town at its sole option may also have Work performed by a third party contractor and deduct such cost from any monies due the Contractor.

Where materials are transported in the performance of the Work, vehicles must not be loaded beyond the capacity recommended by the vehicle manufacturer or permitted by Federal, State or local law(s). When it is necessary to cross curbing or sidewalks, protection against damage must be provided by the Contractor and any damaged curbing, drainage, grass areas, sidewalks or other areas must be repaired at the expense of the Contractor to the satisfaction of the Project Manager.

Depending on the nature of the Work the Project Manager may require a staging plan be submitted to and approved by the Project Manager prior to the start of the Work issuance of the Notice to Proceed. Such staging plan must be revised and resubmitted as necessary during construction.

1.15 CONTRACTOR TO CHECK PLANS, SPECIFICATIONS AND DATA

Contractor must verify all dimensions, quantities and details shown on any plans, specifications or other data received from Project Manager and must notify the Project Manager of all errors, omissions and discrepancies found therein within three (3) calendar days of discovery. Contractor will not be allowed to take advantage of any error, omission or discrepancy. Contractor will not be liable for damages resulting from errors, omissions or discrepancies in the Contract unless Contractor recognized such error, omission or discrepancy and knowingly failed to report it to Project Manager.

1.16 SUPPLEMENTAL DRAWINGS AND INSTRUCTIONS

The Project Manager and the Consultant, through the Project Manager will have the right to approve and issue supplemental instructions setting forth written orders, instructions, or interpretations concerning the Contract or its performance, provided such Supplemental Instructions involve no change in the Contract Price or the time for completion, unless a Change Order is issued in accordance with the Contract.

Project Manager the Consultant will have the right to modify the details of the plans and specifications, to supplement the plans and specifications with additional plans, drawings or additional information as the Work proceeds, all of which will be considered as part of the Contract. In case of disagreement between the written and graphic portions of the Contract, the written portion will govern.

1.17 SHOP DRAWINGS AND SUBMITTALS

Contractor must submit Shop Drawings as required by the Contract. The purpose of the Shop Drawings is to show, in detail, the suitability, efficiency, technique of manufacture, installation requirements, details of the item, and evidence of its compliance or noncompliance with Contract.

Within five (5) calendar days after Town's award of the Contract, Contractor must submit to Consultant, with a copy to the Project Manager, a complete list and submittal log of items for which Shop Drawings are to be submitted and must identify the critical items and all submittal dates. Approval of this list by Project Manager or Consultant will in no way relieve the Contractor from submitting all required Shop Drawings and providing materials, equipment, etc., fully in accordance with the Contract. This procedure is required in order to expedite final approval of Shop Drawings.

After the approval of the list of items required above, Contractor must promptly request Shop Drawings from the various manufacturers, fabricators, and suppliers.

Contractor must thoroughly review and check the Shop Drawings and each and every copy must show its signed approval thereon. Contractor must submit three (3) sets of shop drawings.

Some shop drawings, as either denoted in the Contract or by the Florida Building Code (Code) or Florida Statute, such as structural drawings, require that they be prepared by a licensed engineer. It is the sole responsibility of the Contractor to ensure that the Shop Drawings meet all Code requirements.

In addition to all shop drawings required by the Contract, the Contractor must provide shop drawings for; all drainage structures including catch basins, drainage pipe, ballast rock, and exfiltration trench filter fabric.

If the Shop Drawings show or indicate departures from the Contract, Contractor must make specific mention thereof in its letter of transmittal. Failure to point out such departures will not relieve Contractor from its responsibility to comply with the Contract.

Project Manager or Consultant will review and accept or reject with comments, Shop Drawings typically within fourteen (14) calendar days from the date received. Project Manager's or Consultant's approval of Shop Drawings will be general and does not relieve Contractor of responsibility for the accuracy of such Shop Drawings, nor for the proper fitting and construction of the Work, nor for the furnishing of materials or Work required by the Contract Documents and not indicated on the Shop Drawings. No Work called for by Shop Drawings must be performed until said Shop Drawings have been approved by Project Manager and Consultant. Approval will not relieve Contractor from responsibility for errors or omissions of any sort on the Shop Drawings.

No approval will be given to partial submittals of Shop Drawings for items which interconnect or are interdependent where necessary to properly evaluate the design. It is Contractor's responsibility to assemble the Shop Drawings for all such interconnecting or interdependent items, check them and then make one submittal to Project Manager and Consultant along with its comments as to compliance, noncompliance, or features requiring special attention.

If catalog sheets or prints of manufacturers' standard drawings are submitted as Shop Drawings, any additional information or changes on such drawings must be typewritten or lettered in ink.

The minimum size for shop drawings must be 11" X 17". Each shop drawing must be clear, thoroughly detailed and must have listed on it all Contract Documents references, drawing number(s), specification section number(s) and the shop drawing numbers of related work. Shop drawings must be complete in every detail, including location of the Work. Materials, gauges, methods of fastening and spacing of fastenings, connections with other work, cutting, fitting, drilling and any and all other necessary information per standard trade practices or as required for any specific purpose must be shown.

Where professional calculations or certification of performance criteria of materials, systems, and or equipment are required, the Project Manager or Consultant are entitled to rely upon the accuracy and completeness of such calculations and certifications submitted by the Contractor. Calculations, when required, must be submitted in a neat clear and easy format to follow.

Contractor must keep one set of Shop Drawings marked with Project Manager's or Consultant's approval at the job site at all times.

1.18 PRODUCT DATA AND SAMPLES

Contractor must submit four (4) copies of product data, warranty information and operating and maintenance manuals. Each copy must be marked to identify applicable products, models, options and other data. Contractor must supplement manufacturer's standard data to provide information unique to the Work.

Contractor must only submit pages that are pertinent. Submittals must be marked to identify pertinent products, with references to the specifications and the Contract. Identify reference standards, performance characteristics and capacities, wiring and piping diagrams and controls, component parts, finishes, dimensions and required clearances.

Contractor must submit a draft of all product data, warranty information and operating and maintenance manuals at 50% completion of construction.

Contractor must submit samples to illustrate the functional characteristics of the product(s). Submittals must be coordinated for different categories of interfacing Work. Contractor must include identification on each sample and provide full information.

1.19 DIFFERING SITE CONDITIONS

In the event that during the course of the Work on a Project the Contractor encounters subsurface or concealed conditions at the Project site which differ materially from those shown in the Contract, and from those ordinarily encountered and generally recognized as inherent in work of the character called for in the Contract, Contractor, without disturbing the conditions and before performing any Work affected by such conditions, must, within twenty-four (24) hours of its discovery, notify the Project Manager and Consultant in writing of the existence of the aforesaid conditions. Project Manager or the Consultant must, within two (2) business days after receipt of Contractor's written notice, investigate the site conditions identified by Contractor. If, in the sole opinion of Project Manager or the Consultant, the conditions do materially so differ and cause an increase or decrease in Contractor's cost of, or the time required for, the performance of any part of the Work, whether or not charged as a result of the conditions, Project Manager or Consultant must recommend an equitable adjustment to cost of the Work or the time to complete the Work, or both. If the Project Manager and Contractor cannot agree on an adjustment in the Contract Price or Contract Time, the adjustment will be referred to the Town's Procurement Manager for determination. Should the Town's Procurement Manager determine that the conditions of the Project site are not so materially different to justify a change in the terms of the Contract, the Director will so notify the Project Manager, Consultant, and Contractor in writing, stating the reasons, and such determination will be final and binding upon the parties hereto.

No request by Contractor for an equitable adjustment to the Contract under this provision will be allowed unless Contractor has given written notice in strict accordance with the provisions of this Article. No request for an equitable adjustment or change to the Contract Price or Contract Time for differing site conditions will be allowed if made after the date certified by Consultant or Project Manager as the date of substantial completion.

1.20 PROTECTION OF PROPERTY, UTILITIES, AND THE PUBLIC

The Contractor must continuously maintain adequate protection of all its Work from all losses or damage and must protect public and private property, and utilities from injury or loss arising in connection with the Work, and take all necessary precautions to prevent accidents, injuries, or damage to persons or property on or near the Work.

Contractor must remove and preserve any street signs, benches, traffic control signs, landscaping, and other similar items identified by the Project Manager and reinstall or deliver the items to the Town as directed by the Project Manager.

Contractor will be responsible to restore all areas impacted by the Work, including by not limited to swale areas, existing structures, driveways and approaches, landscaping, drainage, lighting, and other utilities to pre-existing conditions to the satisfaction of the Project Manager.

1.21 COORDINATION OF THE WORK

Operations and events/programs will be ongoing at the site where the Work will be performed. Prior to the commencement of the Work, the Project Manager will make every effort, based on available information, to notify the Contractor of any ongoing operations or events/programs scheduled at the Project site that may require coordination. The Contractor will be solely

responsible for coordinating the Work to minimize any potential adverse impacts. Contractor will not be entitled to any days of delay for failure to properly coordinate the Work. The Contractor must notify the n writing Project Manager of any Work that will impact ongoing operations or scheduled events/programs. Such notification must be provided to the Project Manager at least 72 hours in advance of the Contractor performing any such Work.

Contractor is responsible for coordination of all Subcontractors and suppliers who will perform under the Contract.

1.22 ACCESS TO THE PROJECT SITE

Town will provide, as may be indicated in the Contract the lands upon which the Work is to be performed, rights-of-way and easements for access thereto and such other lands as are designated by Town for the use of Contractor.

Contractor must provide, at Contractor's own expense and without liability to Town, any additional land and access thereto that may be required for temporary construction facilities, or for storage of materials. Contractor must furnish to the Town copies of written permission obtained by Contractor from the owners of such facilities.

1.23 SAFETY PRECAUTIONS

Contractor will be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor must take all necessary precautions for the safety of, and must provide the necessary protection to prevent damage, injury or loss to:

- All employees on the Project site and other persons who may be affected thereby;
- All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the Project site; and
- Other property at the Project site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

The Contractor must take all necessary precautions for the safety of employees in the performance of the Work on, about or adjacent to the premises, and must comply with all applicable provisions of Federal, State, and local laws, including, but not limited to the requirements of the Occupational Safety and Health Act of 1970, and amendments thereto, and the Manual of Uniform Traffic Control Devices (MUTCD) to prevent accidents or injury to persons on, about or adjacent to the premises where the Work is being performed. Contractor must notify owners of adjacent property and utilities when prosecution of the Work may affect them.

The Contractor must comply with the OSHA "Federal Right to Know" Regulation regarding informing employees of toxic substances in the workplace, providing training, and emergency procedures.

Contractor must adhere to applicable environmental protection guidelines for the duration of the Work. The Contractor must comply with all codes, ordinances, rules, orders and other legal requirements of public authorities (including OSHA, EPA, DERM, the Town, Miami-Dade County, State of Florida), which bear on the performance of the Work

All open trenches or holes must be properly marked and barricaded to assure the safety of both vehicular and pedestrian traffic. No open trenches or holes are to be left open during nighttime or non-working hours without the prior written approval of the Project Manager.

The Contractor must provide such equipment and facilities as are necessary or required, in the case of accidents, for first aid service to person who may be injured during the Project(s) duration. Contractor must immediately report to the Project Manager every accident to persons and must furnish in writing full information, including witness statements, regarding any and all accidents.

Contractor's duties and responsibilities for the safety and protection of the Work must continue until such time as all the Work is completed and Project Manager has issued the Contractor a notice of Final Acceptance.

1.24 TRENCH SAFETY ACT

Pursuant to Chapter 90-96 (CS/SB 2626), Laws of Florida, "Trench Safety Act", any person submitting a Bid is required to comply with the requirements of the **FLORIDA TRENCH SAFETY ACT (90-96, LAWS OF FLORIDA)**. The Contractor must complete the Trench Safety Act Form ("Form") and return the Form with its Proposal. Failure to submit said Form will result in the Contractor being deemed non-responsive. The Town in its sole discretion may allow the Form to be submitted during the evaluation process.

Any costs identified on the Form are not a pay item. The purpose of this form is to gather information on the costs associated with trench safety measures and to insure that the Bidder has considered these costs and included them in its Bid prices. Failure to complete this form may result in the Bid being declared non-responsive.

1.25 LABOR AND MATERIALS

Unless otherwise provided herein, Contractor must provide and pay for all materials, labor, water, tools, equipment, light, power, transportation and other facilities and services necessary for the proper execution and completion of the Work. All materials must be new unless otherwise specified in a Work.

1.26 VEHICLES AND EQUIPMENT

Contractor must have on hand at all times clean and in good working order such vehicles, machinery, tools, accessories, and other items necessary to perform the Work under this Contract. The Town may require the repair or replacement of equipment as reasonably necessary.

1.27 PROJECT MANAGEMENT

Contractor is responsible for all Project management, including any and all subcontracts necessary to ensure that the Work is performed in accordance with the Contract. Project Management includes, but is not limited to: obtaining bids from subcontractors and suppliers; coordinating the securing of all permits; obtaining licenses and inspections; ensuring that subcontractors comply with the requirements of the Contract; performing the Work in accordance with the Contract to the satisfaction of the Project Manager; paying all subcontractors; obtaining release of liens/claims fees; and obtaining temporary and final Certificates of Occupancy or Completion, as applicable.

Contractor must have a competent English speaking Superintendent full time on the Project site, who will represent Contractor and all directions given to the Superintendent will be as binding as if given to Contractor. The Superintendent must not be changed except with the prior written

consent of Project Manager. Contractor must provide properly licensed personnel where such personnel are required by any rule, regulations, or law. Contractor must give efficient supervision to the Work, using its best skill and attention.

The Project Manager and the Contractor will meet at least bi-weekly or as determined by the Project Manager, during the course of the Work to review and agree upon the Work performed and outstanding issues. The Contractor must publish, keep, and distribute minutes and any comments thereto of each such meeting.

1.28 SUBCONTRACTORS

Contractor is solely responsible for all acts and omissions of its Subcontractors. Nothing in the Contract will create any contractual relationship between any Subcontractor and the Town. Contractor is responsible for the timely payment of its Subcontractors and suppliers as required by Florida Statute Chapter 218.735. Failure to comply with these payment requirements will place the Contractor in default of the Contract.

Contractor must not employ any subcontractor against whom Town may have a reasonable objection.

Contractor must utilize the Subcontractors identified in its response to the RFP. The replacement, addition, or deletion of any Subcontractor(s) will be subject to the prior written approval of the Project Manager or designee.

1.29 AUTHORITY OF THE PROJECT MANAGER

The Town Manager hereby authorizes the Project Manager to determine, all questions of any nature whatsoever arising out of, under or in connection with, or in any way relating to or on account of the Work, and questions as to the interpretation of the Work to be performed under the Contract.

The Contractor will be bound by all determinations or orders of the Project Manager and must promptly respond to requests of the Project Manager, including the withdrawal or modification of any previous order, and regardless of whether the Contractor agrees with the Project Manager's determination or requests. Where requests are made orally, the Project Manager will follow up in writing, as soon thereafter as is practicable.

The Project Manager has authority to act on behalf of the Town to the extent provided by the Contract, unless otherwise modified in writing by the Town. All instructions to the Contractor will be issued in writing. All instructions to the Contractor will be issued through the Town Manager, Project Manager.

The Project Manager will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, and will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract.

All interpretations and recommendations of the Project Manager will be consistent with the intent of the Contract.

The Project Manager will have authority to reject Work that does not conform to the Contract. Whenever, in their opinion, it is considered necessary or advisable to ensure the proper completion

of the Work the Project Manager has authority to require special inspections or testing of the Work, whether or not such Work is fabricated, installed or completed.

The Project Manager's authority to act under this paragraph, nor any decision made in good faith either to exercise or not to exercise such authority, will give rise to any duty or responsibility of the Project Manager to the Contractor, any subcontractor, supplier or any of their agents, employees, or any other person performing any of the Work.

The Project Manager will not be responsible for the acts or omissions of the Contractor, any Subcontractor, or any of their agents or employees, or any other persons performing any of the Work.

1.30 INSPECTION OF THE WORK

The Project Manager, Inspectors, other Town representatives, and inspectors representing the Town and other public entities having jurisdiction over the Work must at all times have access to the Work

Should the Contract, or any laws, ordinances, or any public authority require any of the Work to be tested, Contractor must provide timely notice of readiness of the Work for testing and timely notice must be given of the date fixed for such testing so that the appropriate representatives of the Town, DERM, or other entities can be present for such testing. Contractor is responsible for making arrangements for all tests and for all associated costs for all required testing. The original copies of all testing reports must be sent directly to the Project Manager by the testing firm, with a copy to the Contractor.

The Town, at its sole discretion may conduct testing in addition to the required testing. In such instances the Town will pay all testing costs unless the tests determine that the material, Work, or equipment is not compliant with the requirements of the Contract. In such instances the Contractor must reimburse the Town for all incurred testing cost and the Contractor will be responsible for any costs associated with re-testing to ensure compliance.

Inspectors have no authority to permit deviations from, or to relax any of the provisions of the Contract or to delay the Work by failure to inspect the materials and Work with reasonable promptness without the written permission or instruction of Project Manager or Consultant.

1.31 TOWN LICENSES, PERMITS AND FEES

In accordance with the Public Bid Disclosure Act, 218.80, Florida Statutes, each license, permit, or fee the Contractor will have to pay the Town before or during the Work or the percentage method or unit method of all licenses, permits and fees required by the Town and payable to the Town by virtue of the Work as part of the Contract are as follows:

- 1) Contractor must have and maintain during the term of this Contract all appropriate Town licenses. Fees for which must be paid in full in accordance with the Town's Fee structure for such licenses. THERE WILL NOT BE ANY PERCENTAGE REDUCTION OR WAIVING OF TOWN LICENSE FEES.
- 2) During the performance of this Contract there may be times when the Contractor will be required to obtain a Town permit for such Work. It is the responsibility of the Contractor to insure that the appropriate Town permits to perform such work as may become necessary during the performance of the Work have been obtained. Any fees related to Town required

permits in connection with this Contract will be the responsibility of the Contractor and will be reimbursed by the Town.

Licenses, permits, and fees that may be required by County, State or Federal entities are not included in the above list.

No Work is to be performed until required permits are provided to the Project Manager.

1.32 TAXES

Contractor must pay all applicable sales, consumer, use and other taxes required by law. Contractor is responsible for reviewing the pertinent state statutes involving state taxes and complying with all requirements.

1.33 REMOVAL OF UNSATISFACTORY PERSONNEL

Contractor must at all times enforce strict discipline and good order among its employees and subcontractors at the Project(s) site(s) and must not employ on the Project any unfit person or anyone not skilled in the Work to which they are assigned.

The Town may make written request to the Contractor for the prompt removal and replacement of any personnel employed or retained by the Contractor, or any or Subcontractor engaged by the Contractor to provide and perform services or Work pursuant to the requirements of the Contract. The Contractor must respond to the Town within five (5) calendar days of receipt of such request with either the removal and replacement of such personnel or written justification as to why that may not occur. The Town will make the final determination as to the removal of unsatisfactory personnel from the Work. The Contractor agrees that the removal of any of such individual(s) does not require the termination or demotion of said individual(s).

1.34 UNCOVERING FINISHED WORK

The Project Manager's right to make inspections includes the right to order the Contractor to uncover or take down portions of finished Work. The Project Manager will notify the Contractor in writing concerning all uncovered finished Work. Should the Work prove to be in accordance with the Contract, the uncovering or taking down and the replacing and the restoration of the parts removed will be treated as additional Work for the purpose of computing additional compensation and an extension of time. Should the Work examined prove unsatisfactory, such uncovering, taking down, replacing and restoration will be at the expense of the Contractor. Such expenses will also include repayment to the Town for any and all expenses or costs incurred by it, including employee salaries or related cost, in connection with such uncovering, taking down, replacing and restoration at the Project site.

1.35 DEFECTIVE OR NON-COMPLIANT WORK

The Town Manager, Project Manager, or Consultant have the authority to reject or disapprove Work that is found to be defective or not in compliance with the requirements of the Contract. If required, Contractor must promptly either correct all defective or non-compliant Work or remove such defective Work and replace it with non-defective/non-compliant Work. Contractor will bear all direct, indirect and consequential costs of such removal or corrections.

Re-examination of any of the Work may be ordered by the Project Manager or Consultant, and if so ordered, the Work must be uncovered by Contractor. If such Work is found to be in accordance

with the Contract, the Town will pay the cost of reexamination and replacement by means of a Change Order. If such Work is not in accordance with the Contract, Contractor must pay such cost.

Should Contractor fail or refuse to remove or correct any defective or non-compliant Work or to make any necessary repairs in accordance with the requirements of the Contract within the time indicated in writing by the Town Manager or designee, the Town Manager or designee will have the authority to cause the defective/non-compliant Work to be removed or corrected, or make such repairs or corrections as may be necessary at Contractor's expense. Any expense incurred by the Town in making such removals, corrections or repairs, will be paid for out of any monies due or which may become due to Contractor, or may be charged against the Performance Bond, if required by the Contract. In the event of failure of Contractor to make all necessary repairs promptly and fully, the Town Manager or designee may declare the Contractor in default.

If, within the warranty period required by the Contract, or by any specific provision of the Contract, any of the Work is found to be defective or not in accordance with the Contract Documents, Contractor, after receipt of written notice from Town, must promptly correct such defective or nonconforming Work within the time specified by Town without cost to Town. Should the Contractor fail to take such action the Town may take any necessary and appropriate action and hold the Contractor liable and responsible for all costs. The Town may take any action allowed under this Contract or in law to recover all such costs. Nothing contained herein will be construed to establish a period of limitation with respect to any other obligation which Contractor might have under the Contract including but not limited to any claim regarding latent defects.

Failure to reject any defective Work or material will not in any way prevent later rejection when such defect is discovered, or obligate Town to accept.

1.36 FIELD DIRECTIVE

The Project Manager or Consultant may at times issue Field Directives to the Contractor based on visits to the Project Site. Such Field Directive(s) will be issued in writing and the Contractor is required to comply with the directive. Where the Contractor believes that the directive is outside the scope of the Work, the Contractor must, within 48 hours, notify the Project Manager that the work covered by the Field Directive is outside the scope of the Work. At that time the Field Directive may be rescinded or the Contractor may be required to submit a request for a change to the Contract. Where the Contractor is notified of the Town's position that the Work is within the scope and the Contractor disagrees, the Contractor must notify the Project Manager that the Contractor reserves the right to make a claim for the time and monies based on the Field Directive, in accordance with the requirements of Article 1.41. At no time must the Contractor refuse to comply with the Field Directive. Failure to comply with the Field Directive may result in a determination that the Contractor is in default of the Contract.

1.37 CHANGE ORDERS

Without invalidating the Contract and without notice to any Surety (if any), the Town reserves and has the right, from time to time, to make such increases, decreases or other changes in the character or quantity of the Work under the Contract as may be considered necessary or desirable to complete the Work in a manner satisfactory to the Town. The Town reserves the right to order changes which may result in additions to or reductions from the amount, type or value of the Work shown in the Contract and which are within the general scope of the Contract and all such changes will be authorized only by a Change Order approved in advance, and issued in accordance with provisions of the Town.

The Contractor is required to provide the Project Manager with a detailed Change Proposal Request ("CPR") or Request For Change Order ("RCO"), utilizing the Town's standard form, which must include requested revisions to the Contract or Work Order, including but not limited to adjustments in this Contract Price and Contract Time. The Contractor is required to provide sufficient data in support of the cost proposal demonstrating its reasonableness. In furtherance of this obligation, the Town may require that the Contractor submit any or all of the following: a cost breakdown of material costs, labor costs, labor rates by trade, and Work classification and overhead rates in support of Contractor's CPR/RCO. The Contractor's CPR/RCO must include any schedule revisions and an explanation of the cost and schedule impact of the proposed change on the Project. If the Contractor fails to notify the Project Manager of any schedule changes associated with the proposed change, it will be deemed to be an acknowledgment by Contractor that the proposed work will not have any scheduling consequences.

Any changes to the Contract must be contained in a written document, executed by the both parties. However, under circumstances determined necessary by Town, Change Orders may be issued unilaterally by Town.

In the event a satisfactory adjustment cannot be reached and a Change Order has not been issued, or time is of the essence the Town reserves the right, at its sole option to direct the Contractor to proceed on a time and materials basis or make such arrangements as may be deemed necessary to complete the proposed additional Work.

For all Change Orders the Contractor will be entitled to a combined profit and overhead rate for Change Orders that will not be in excess of ten (10%) percent inclusive of all direct/indirect costs including labor, material, and equipment costs, unless the Procurement Manager determines that the complexity and risk of the Change Order work is such that an additional factor is appropriate..

The final amount to be paid to the Contract for Change Order Work will be subject to negotiation between the Town and the Contractor.

Failure by the Contractor to proceed with Change Order Work when so directed by the Town Manager or designee may result in the Contractor being found in default of the Contract.

Contractor must utilize the Town's standard requests for change orders and change order forms unless otherwise specifically approved by the Town's Procurement Manager. The Town's Forms are available at the website address identified in Article 4.10.

1.38 FORCE MAJEURE

Should any failure to perform on the part of Contractor be due to a condition of Force Majeure then, the Town may allow an extension of time reasonably commensurate with the cause of such failure to perform.

If the Contractor is delayed in performing any obligation under the Contract due to a Force Majeure condition, the Contractor must request a time extension from the Town within five (5) working days of said Force Majeure occurrence. Any time extension will be subject to mutual agreement and will not be cause for any claim by the Contractor for extra compensation unless additional services are required. **Do Not Include** inclement weather except as permitted by Florida law and do not include the acts or omissions of Subcontractors or suppliers.

1.39 EXTENSION OF TIME

Any reference in this section to the Contractor will be deemed to include suppliers, and permitted Subcontractors, whether or not in privity of contract with the Contractor for the purpose of this Article.

If the Contractor is delayed at any time during the progress of the Work beyond the Contract Time or Notice to Proceed (NTP) by the neglect or failure of the Town or by a Force Majeure, then the Contract Time set forth in the Contract will be extended by the Town subject to the following conditions:

- The cause of the delay arises after issuance of the NTP and could not have been anticipated by the Contractor by reasonable investigation before proceeding with the Work;
- The Contractor demonstrates that the completion of the Work will be actually and necessarily delayed;
- The effect of such cause cannot be avoided or mitigated by the exercise of all reasonable precautions, efforts and measures whether before or after the occurrence of the cause of delay.

A delay meeting all the conditions of the above, will be deemed an Excusable Delay.

The Town reserves the right to rescind or shorten any extension previously granted if subsequently, the Project Manager determines that any information provided by the Contractor in support of a request for an extension of time was erroneous; provided however, that such information or facts, if known, would have resulted in a denial of the request for an Excusable Delay. Notwithstanding the above, the Project Manager will not rescind or shorten any extension previously granted if the Contractor acted in reliance upon the granting of such extension and such extension was based on information which, although later found to have been erroneous, was submitted in good faith by the Contractor.

The request for an Excusable Delay must be made within five (5) calendar days after the time when the Contractor knows or should have known of any cause for which it may claim an extension of time and must provide any actual or potential basis for an extension of time, identifying such causes and describing, as fully as practicable at that time, the nature and expected duration of the delay and its effect on the completion of that part of the Work identified in the request. The Project Manager may require the Contractor to furnish such additional information or documentation, as the Project Manager will reasonably deem necessary or helpful in considering the requested extension.

The Contractor will not be entitled to an extension of time unless the Contractor affirmatively demonstrates that it is entitled to such extension.

The Project Manager will endeavor to review and respond to the Contractor's request for Excusable Delays in a reasonable period of time; however, the Contractor will be obligated to continue to perform the Work required regardless of whether the Project Manager has issued a decision or whether the Contractor agrees or disagrees with that decision.

With regard to an injunction, strike or interference of public origin which may delay the Project, the Contractor must promptly give the Project Manager a copy of the injunction or other orders and copies of the papers upon which the same will have been granted. The Town must be afforded the right to intervene and become a party to any suit or proceeding in which any such injunction must be obtained and move to dissolve the same or otherwise, as the Town may deem proper.

Where the Contractor is delayed for any period of time by two or more of the causes mentioned in Article 1.40, Excusable Delay, Non-Compensable, the Contractor will not be entitled to a separate extension for each one of the causes, only one period of extension will be granted for the delay.

Any extension of time granted by the Town will be processed through the Change Order provisions of the Contract.

The permitting of the Contractor to proceed with the Work subsequent to the date specified in the Contract (as such date may have been extended by a change order), the making of any payment to the Contractor, the issuance of any Change Order, does not waive the Town's rights under the Contract, including but not limited to the assessment of liquidated damages or declaring Contractor in default.

1.40 EXCUSABLE DELAY, NON-COMPENSABLE

Excusable Delay is either (i) caused by circumstances that could not be foreseen and are beyond the control of Contractor, its subcontractors, or suppliers, or is (ii) caused jointly or concurrently by Contractor or its subcontractors, suppliers or vendors and by the Town. Then Contractor will be entitled only to a time extension and no compensation for the delay.

Contractor is entitled only to a time extension of the Contract time for each day the Work is delayed due to Excusable Delay. Contractor must document its claim for any time extension as provided in Articles 1.38 and 1.39

Failure of Contractor to comply with Articles 1.38 and 1.39, as to any particular event of delay will be deemed conclusively to constitute a waiver, abandonment or relinquishment of any and all claims resulting from that particular event of delay.

1.41 CLAIMS

Contractor will only be entitled to submit a claim after submitting its request for additional compensation or time in accordance with Articles 1.37 and 1.39 of the Contract and the request(s) have been denied or the Contractor does not agree with the decision of the Town.

Any claim for a change in the Contract time for completion of any Work, the Contract Term, or Contract price must be made by written notice by Contractor to the Town representatives identified in Article 1.3 within the timeframe established in Article 1.39, effective with the commencement of the event giving rise to the claim stating the general nature and cause of the claim. Thereafter, within twenty (20) calendar days of the termination of the event giving rise to the claim, written notice of the extent of the claim with supporting information and documentation must be provided unless the Town Manager or designee allows an additional period of time to ascertain more accurate data in support of the claim. The written notice must be accompanied by Contractor's written notarized statement that the adjustment(s) claimed is the entire adjustment to which the Contractor has reason to believe it is entitled as a result of the occurrence of said event. All claims and disputes will be determined in accordance with the Contract. It is expressly and specifically agreed that any and all claims for changes to the Contract will be waived if not submitted in strict accordance with the requirements of this Article.

The Town may require the Contractor to submit its claim utilizing a specific format or forms to facilitate the Town's evaluation of the claim. The Town at its sole discretion may require that additional documentation or information be provided by the Contractor to assist in its review and evaluation of the claim.

The Contract time will be extended in an amount equal to time lost on critical Work items due to delays beyond the control of and through no fault or negligence of Contractor if a claim is made as provided in this Article. Such delays include, but are not be limited to, acts or neglect by any separate contractor employed by Town, fires, floods, labor disputes beyond the control of the Contractor, epidemics, abnormal weather conditions (if applicable), or acts of God.

The Contractor will not be entitled to an increase in the Contract price or payment or compensation of any kind from the Town for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference or hindrance be it reasonable or unreasonable, foreseeable or unforeseeable, avoidable or unavoidable. Contractor will be entitled only to extensions of the Contract time for completion of the Work, as the sole and exclusive remedy for such resulting excusable delay.

The Contractor agrees to make no claim for damages for delay of any kind in the performance of the Contract whether occasioned by any act or omission of the Town or any of its representatives and the Contractor agrees that any such claim will be compensated solely by an extension of time to complete performance of the Work due to an Excusable Delay as defined in Article 1.38 and 1.39. The Contractor alone specifically assumes the risk of such delays, including, without limitation: delays in processing or approving any submittals to the Town or by the Town, or the failure to render determinations, approvals, replies, inspections, in a timely manner. Contractor will not receive monetary compensation for Town delay(s).

Failure of Contractor to comply with this Article as to any particular event of claim will be deemed conclusively to constitute a waiver of any and all claims resulting from that particular event.

1.42 DISPUTES AND MEDIATION

Contractor understands and agrees that all disputes between it and the Town upon an alleged violation of the terms of this Contract by the Town must be submitted for resolution in the following manner.

Initial effort(s) should be made by the Contractor to resolve any issues with the Project Manager or other Town representative(s) it works within the coordination and performance of the Work.

Should the initial efforts at resolution not end in a mutual resolution then the Contractor notify in writing the Procurement Manager identified in Article 1.3, Notices, of the claim or dispute

The Contractor must submit its dispute in writing, with all supporting documentation, to the Procurement Manager, as identified in Article 1.3, Notices. Upon receipt of said notification the Procurement Manager will review the issues relative to the claim or dispute and issue a written finding.

Should the Contractor and the Procurement Manager fail to resolve the claim or dispute the Contractor must submit their dispute in writing within five (5) calendar days of the written finding being issued by the Procurement Manager to the Town Manager. Failure to submit such appeal in the stated timeframe of the written finding will constitute acceptance of the finding by the Contractor. Upon receipt of said notification the Town Manager will review the issues relative to the claim or dispute and issue a written finding.

Appeal to the Town Manager for resolution is required prior to Contractor being entitled to seek judicial relief in connection therewith. Should the Contractor be entitled to compensation

hereunder, the Town Manager's decision may be subject to approval by the Town Council. Contractor will not be entitled to seek judicial relief unless:

- (i) it has first received Town Manager's written decision, approved by the Town Council if applicable, or
- (ii) a period of sixty (60) days has expired after submitting to the Town Manager a detailed statement of the dispute, accompanied by all supporting documentation, or a period of (90) days has expired in an instance where Town Manager's decision is subject to Town Council for approval; or
- (iii) Town has waived compliance with the procedure set forth in this Article by written instrument(s) signed by the Town Manager.

In the event the determination of a dispute under this Article is unacceptable to either party hereto, the party objecting to the determination must notify the other party in writing within fourteen (14) calendar days of receipt of the written determination. The notice must state the basis of the objection and must be accompanied by a statement that any Contract price or Contract time adjustment claimed is the entire adjustment to which the objecting party has reason to believe it is entitled to as a result of the determination. Within sixty (60) calendar days after completion of the Work or expiration of the Contract Term, the parties will participate in mediation to address all objections to any determinations hereunder and to attempt to prevent litigation. A certified Mediator, who the parties find mutually acceptable, will conduct any mediation proceedings in Miami-Dade County, State of Florida. The costs of a certified Mediator will be shared on a 50/50 basis. Should claim or dispute not be resolved in mediation, the parties retain all their legal rights and remedies provided under State law. A party objecting to a determination specifically waives all of its rights provided hereunder, including its rights and remedies under State law, if said party fails to comply in strict accordance with the requirements of this Article.

1.43 CONTINUING THE WORK

Contractor must continue to perform all Work under the Contract during all disputes or disagreements with Town, including disputes or disagreements concerning a request for a Change Order and Work must not be delayed or postponed pending resolution of any disputes or disagreements without the prior written approval of the Project Manager.

1.44 FRAUD AND MISREPRESENTATION

The Town may terminate this Contract, or any other contract(s) with the Town, with any person, individual, corporation, entity, or affiliate that attempts to meet its contractual obligations with the Town through fraud, misrepresentation or material misstatement. Such person, individual, corporation, entity, or affiliate will be responsible for all direct or indirect costs associated with termination or cancellation of the contract(s).

1.45 STOP WORK ORDER

The Town may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the Work for a period of up to ninety (90) days (or any lesser period), commencing no sooner than the date the order is delivered to the Contractor, and for any further period to which the parties may agree. Any such order will be specifically identified as a "Stop Work Order" issued pursuant to this paragraph. Within the period of ninety (90) days (or the lesser period specified) after a Stop Work Order is delivered to the Contractor, or within any extension to which the parties have agreed the Town will either:

- Cancel the Stop Work Order; or
- Terminate the Work covered by such order as provided in Article 1.52, Termination for Convenience.

If a Stop Work Order issued under this Article is canceled or the period of the order or any extension thereof expires, the Contractor must resume the Work without compensation to the Contractor for such suspension other than extending the time to complete any Work under the Contract or extending the Contract Term to the extent that, in the opinion of the Town Manager or designee, the Contractor may have been delayed by such suspension. In the event the Town Manager or designee determines that the suspension of Work was necessary due to Contractor's defective or incorrect Work, unsafe Work conditions caused by the Contractor, or any other reason caused by Contractor's fault or omission, the Contractor will not be entitled to an extension of time or Contract Term or (Time) as a result of the issuance of a Stop Work Order.

Suspension of the Work caused by a threatened or actual storm event, regardless of whether the Town has directed such suspension, will entitle the Contractor to additional Contract time as non-compensable, Excusable Delay, and will not give rise to a claim for compensable delay.

1.46 HURRICANE PREPAREDNESS

During such periods of time as are designated by the United States Weather Bureau as being a hurricane warning, the Contractor, at no cost to the Town, must immediately respond by taking all precautions necessary to secure any Work threatened by storm events, regardless of whether the Contractor has been given notice of same by Project Manager or other Town representative.

Compliance with any specific hurricane warning or alert precautions will not constitute additional work.

Suspension of the Work caused by a threatened or actual storm event, regardless of whether the Town has directed such suspension, will entitle the Contractor to additional Contract time as non-compensable, excusable delay, and will not give rise to a claim for compensable delay.

1.47 CLEANING UP; TOWN'S RIGHT TO CLEAN UP

Contractor must at all times keep the Work site(s) free from accumulation of excess materials, waste materials or rubbish caused by its operations. At the completion of Work at a work site(s), Contractor must remove all its excess materials, waste materials and rubbish from and about the Project(s) as well as any tools, equipment, machinery and surplus materials or supplies. If Contractor fails to clean up during the performance of the Work or at the completion of the Work, Town may do so and the cost incurred will be charged to Contractor. Any combustible waste materials must be removed from the work site(s) at the end of each day.

Should the Contractor leave any open trenches at any time that Work is not being performed, the Town may have the open trenches covered and deduct any cost incurred from any outstanding payments due or to become due to the Contractor. The Town may also invoice the Contractor for all costs incurred in mitigating any open trenches.

1.48 MAINTENANCE OF TRAFFIC

Maintenance of Traffic ("MOT") must be performed in accordance with the applicable FDOT Index Numbers (600 Series) and as further stated herein. The manual on Uniform Traffic Control Devices for Streets and Highways (U.S. Department of Transportation, FHWA), must be followed in the design, application, installation, maintenance and removal of all traffic control devices, warning

devices and barriers necessary to protect the public and workmen from hazards with the Project limits. Pedestrian and vehicular traffic must be maintained and protected at all times.

Prior to commencement of the Work Contractor must provide the Project Manager the proposed MOT plan for review. The Project Manager may require revisions to the proposed MOT plan. The MOT plan must be updated by the Contractor every two weeks. Further information is provided in the Project Specifications.

Failure by the Contractor to comply with the Maintenance of Traffic requirements will result in the Town issuing a stop work order until corrective action is taken. The Contractor will not be entitled to any additional time resulting in any delays due to issuance of a stop work order.

1.49 SUBSTITUTIONS

Substitution of any specified material or equipment requires the prior written acceptance of the Project Manager. It is the sole responsibility of the Contractor to provide sufficient information and documentation to the Project Manager to allow for a thorough review and determination on the acceptability of the substitution. Approval of a substitution does not waive or mitigate the Contractor's sole responsibility to meet the requirements of the Contract.

1.50 SET-OFFS, WITHHOLDING, AND DEDUCTIONS

The Town may set-off, deduct or withhold from any payment due the Contractor, such sums as may be specifically allowed in the Contract or by applicable law including, without limitation, the following:

- Any amount of any claim by a third party;
- Any Liquidated Damages, or;
- Any unpaid legally enforceable debt owed by the Contractor to the Town.

The Town will notify the Contractor in writing of any such withholdings.

Any withholding, which is ultimately held to have been wrongful, will be paid to the Contractor in accordance with the Local Government Prompt Payment Act

1.51 CONTRACTOR DEFAULT

a. Event of Default

An event of default will mean a breach of the Contract by the Contractor. Without limiting the generality of the foregoing and in addition to those instances referred to herein as a breach, an Event of Default, includes but is not limited to, the following:

- The Contractor has not performed the Work in a timely manner;
- The Contractor has refused or failed to supply properly skilled staff or provided sufficient quantities of staff to perform the Work;
- The Contractor has failed to make prompt payment to Subcontractors or suppliers for any services, materials, or supplies provided to Contractor ;
- The Contractor has become insolvent or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;
- The Contractor has failed to obtain the approval of the Town where required by the Contract;

- The Contractor has failed in the representation of any warranties stated herein;
- When, in the opinion of the Town, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Work.

b. Notice of Default-Opportunity to Cure

Where an Event of Default ("Default") occurs under the Contract, the Town may at its sole discretion notify the Contractor, specifying the basis for such Default, and advising Contractor that such Default must be cured within a time frame specified by the Town; or, the Contract may be terminated. The Town is under no obligation to issue such notification. The Town may grant an extension to the cure period if the Town deems it appropriate and in the best interest of the Town, without waiver of any of the Town's rights hereunder. The Town, at its sole discretion, may have a default corrected by its own forces or another contractor and any such costs incurred will be deducted from any sums due the Contractor under any contract with the Town.

The Town Manager or designee may also suspend any payment or part thereof or order a Work stoppage until such time as the issue(s) concerning compliance are resolved.

c. Termination for Default

Where a Default is not cured within the time specified to cure the Default, the Town Manager in addition to all remedies available by law, may immediately, upon written notice to Contractor, terminate this Contract. Contractor understands and agrees that termination of this Contract under this Article will not release Contractor from any obligation accruing prior to the effective date of termination.

In the event of termination by the Town Manager or designee, the Town Manager or designee may immediately take possession of all applicable documentation and data, material, equipment, and supplies to which it is entitled to under the Contract or by law.

Where the Town erroneously terminates the Contract for default, the terminations will be converted to a Termination for Convenience, and the Contractor will have no further recourse of any nature for wrongful termination.

1.52 TERMINATION FOR CONVENIENCE

In addition to cancellation or termination as otherwise provided for in the Contract, the Town may at any time, in its sole discretion, with or without cause, terminate the Contract by written notice to the Contractor. Such Written Notice will state the date upon which Contractor must cease all Work under the Contract, and if applicable vacate the Project(s) site(s).

Upon receipt of such notice, unless otherwise directed by the Town, the Contractor must, Stop all Work on the date specified in the notice ("the Effective Date") and;

- Take such action as may be necessary for the protection and preservation of the Town's materials and property;
- Cancel all cancelable orders for materials and equipment;
- Remove all materials, supplies or equipment used by the Contractor on the Work;
- Assign to the Town and deliver to the Town, at a site(s) specified by the Town, any non-cancelable orders for materials and equipment that can not otherwise be used by the Contractor on other work;

- Take no action that will increase the amounts payable by the Town under the Contract; and take reasonable measures to mitigate the Town's liability under the Contract; and
- All documents, including electronic documents, related to Work authorized under the Contract, whether finished or not, must be turned over to the Town. Failure to timely deliver the documentation will be cause to withhold any payments due without recourse by Contractor until all documentation is delivered to the Town.

In the event that the Town exercises its right to terminate the Contract pursuant to the Contract, the Town will pay the Contractor for the actual cost, or the fair and reasonable value, as substantiated by invoice documentation, of any non-cancelable material(s) and equipment that cannot be used elsewhere by the Contractor in the performance of its work.

In no event, will any payments under this Paragraph exceed the maximum cost set forth in the Contract and the amount due hereunder may be offset by payments made to the Contractor or any claims made against the Contractor. Contractor will not be entitled to lost profits, overhead or consequential damages as a result of a Termination for Convenience.

1.53 TOWN MAY AVAIL ITSELF OF ALL REMEDIES

The Town may avail itself of each and every remedy stated in the Contract or existing at law or in equity. The exercise or the beginning of the exercise, of one remedy will not be deemed a waiver of the right to exercise, at the same time or thereafter, of any other remedy.

1.54 COMPLIANCE WITH APPLICABLE LAWS

The Contractor must comply with the most recent editions and requirements of all applicable laws, rule, regulations, codes, and ordinances of the Federal government, the State of Florida, Miami-Dade County, and the Town.

1.55 NONDISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, AND AMERICANS WITH DISABILITIES ACT

Contractor must not unlawfully discriminate against any person, must provide equal opportunities for employment, and comply with all applicable provisions of the Americans with Disabilities Act in its performance of the Work under the Contract. Contractor must comply with all applicable Federal, State of Florida, Miami-Dade County, and Town rules regulations, laws, and ordinance as applicable.

1.56 INDEPENDENT CONTRACTOR

The Contractor is engaged as an independent business and agrees to perform Work as an independent contractor. In accordance with the status of an independent contractor, the Contractor covenants and agrees that the Contractor will conduct business in a manner consistent with that status, that the Contractor will not claim to be an officer or employee of the Town for any right or privilege applicable to an officer or employee of the Town, including, but not limited to: worker's compensation coverage; unemployment insurance benefits; social security coverage; retirement membership, or credit.

1.57 THIRD PARTY BENEFICIARIES

Neither Contractor nor Town intends to directly or substantially benefit a third party by this Contract. Therefore, the parties agree that there are no third party beneficiaries to this Contract

and that no third party will be entitled to assert a claim against either of them based upon this Contract.

1.58 ASSIGNMENT OR SALE OF CONTRACT

The performance of this Contract must not be transferred pledged, sold, delegated or assigned, in whole or in part, by the Contractor without the prior written consent of the Town. It is understood that a sale of the majority of the stock or partnership shares of the Contractor, a merger or bulk sale, an assignment for the benefit of creditors will, in each instance, be deemed transactions that would constitute an assignment or sale hereunder. The Town may request any information it deems necessary to review any request for assignment or sale of the Contract.

Any transference without Town approval will be cause for the Town to terminate this Contract for default and the Contractor will have no recourse from such termination.

Nothing herein will either restrict the right of the Contractor to assign monies due to, or to become due or be construed to hinder, prevent or affect any assignment by the Contractor for the benefit of its creditors, made pursuant to applicable law.

1.59 MATERIALITY AND WAIVER OF BREACH

Town and Contractor agree that each requirement, duty, and obligation set forth in the Contract is substantial and important to the formation of the Contract and, therefore, is a material term hereof. The Town's failure to enforce any provision of the Contract will not be deemed a waiver of such provision or modification of the Contract. A waiver of any breach of a provision of the Contract will not be deemed a waiver of any subsequent breach and will not be construed to be a modification of the terms of the Contract.

1.60 DEFENSE OF CLAIMS

Should any claim be made or any legal action brought in any way relating to the Work under the Contract, the Contractor must diligently render to the Town any and all assistance which the Town may require of the Contractor.

1.61 FUNDS AVAILABILITY

Funding for this Contract is contingent on the availability of Town funds and the Contract is subject to amendment or termination due to lack of funds, reduction of funds or change in regulations, upon thirty (30) days' notice.

1.62 ACCESS, REVIEW AND RELEASE OF RECORDS

Town has the right to inspect and copy, at Town's expense, the books, records, and accounts of Contractor which relate in any way to the Contract. The Contractor agrees to maintain an accounting system that provides for accounting records that are supported with adequate documentation and adequate procedures for determining allowable costs.

Upon termination by the Town or final completion of the Contract the Contractor must, in accordance with Section 119.0701 of the Florida Statutes, transfer to the Town, at no cost, all public records in possession of the Contractor and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All public record stored electronically must be provided in .pdf format or another format acceptable to the Town. Any payments due the Contractor will not be made until the Town receives the public records.

The Contractor must comply with the applicable provisions of Chapter 119, Florida Statutes and Town has the right to immediately terminate this Contract for the refusal by the Contractor to comply with Chapter 119, Florida Statutes. The Contractor must retain all other records associated with this Contract for a period of five (5) years from the date of termination.

1.63 ROYALTIES AND PATENTS

All fees, royalties, and claims for any invention, or pretended inventions, or patent of any article, material, arrangement, appliance, or method that may be used upon or in any manner be connected with the construction of the Work or appurtenances, are hereby included in the prices stipulated in the Contract for said Work.

1.64 TIME IN WHICH TO BRING ACTION AGAINST THE TOWN

In the event the Contractor may be deemed to have a cause of action against the Town, no action will lie or be maintained by the Contractor against the Town upon any claim arising out of or based upon the Contract by reason of any act or omission or requirement of the Town or its agents, unless such action is commenced within six (6) months after the date of issuance of a final payment under the Contract, or if the Contract is terminated under the provisions of the Contract, unless such action is commenced within six (6) months after the date of such termination by the Town.

1.65 APPLICABLE LAW AND VENUE OF LITIGATION

This Contract will be enforceable in Miami-Dade County, Florida, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions the sole venue will be Miami-Dade County, Florida.

1.66 NON-EXCLUSIVE CONTRACT

It is the intent of the Town to enter into a Contract with all successful Bidder(s) that will satisfy its needs as described herein. However, the Town reserves the right, as deemed in its best interest, to perform, or cause to be performed, the Work and services, or any portion thereof, as it sees fit, including but not limited to: award of other contracts, use of another contractor, or perform the Work with its own employees.

1.67 SEVERABILITY

In the event any provision of the Contract is determined by a Court of competent jurisdiction to be illegal or unenforceable, then such unenforceable or unlawful provision will be excised from this Contract, and the remainder of the Contract will continue in full force and effect. Notwithstanding the foregoing, if the result of the deletion of such provision will materially and adversely affect the rights of either party, such party may elect, at its option, to terminate the Contract in its entirety. An election to terminate the Contract based upon this provision will be made within seven (7) calendar days after the finding by the Court becomes final.

1.68 CONTRACT CONTAINS ALL TERMS

The Contract and all documents incorporated into the Contract by reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreement, oral or otherwise, regarding the subject matter of the Contract will be deemed to exist or to bind any of the parties hereto, or to vary any of the terms contained herein.

1.69 ACCESS TO PUBLIC RECORDS

Should the Contractor have any questions related to the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this Contract, contact the Town's custodian of public records at the Office of the Town Clerk 6601 Main Street. Miami Lakes, Florida 33014 either in writing to by telephone at (305) 364-6100 or inguanzo@miamilakes-fl.gov.

1.70 ENTIRE AGREEMENT

The Contract, as they may be amended from time to time, represent the entire and integrated Contract between the Town and the Contractor and supersede all prior negotiations, representations or agreements, written or oral. This Contract may not be amended, changed, modified, or otherwise altered in any respect, at any time after the execution hereof, except by a written document executed with the same formality and equal dignity herewith. Waiver by either party of a breach of any provision of the Contract will not be deemed to be a waiver of any other breach of any provision of the Contract.

SECTION 2

SPECIAL TERMS AND CONDITIONS

2.1 SCOPE OF WORK

The Work consists of furnishing all labor, materials, machinery, tools, means of transportation, supplies, equipment, and services necessary for the west side of the Peter's Pike canal (which runs parallel to NW 77th Ave.) and stabilizing a portion of the south side of the Golden Glades canal (which runs parallel to NW 170th St.) as shown in construction documents.

Further requirements for the performance of the Work are contained in the Specification and Drawings, which were included as part of the Request For Proposal, and are hereby incorporated into this Contract.

2.2 CONSTRUCTION LOCATION AND SEQUENCING

The Work to be performed will be performed along the west bank of the Peter's Pike Canal starting at Baseline B Sta. 10 + 16.00. It is anticipated that the Work will end at Golden Glades south bank Baseline A Sta. 79 +08.00, however, the actual locations for the end of the Work shall depend on available funding and the total compensation to be paid under the Contract.

It is anticipated that the Contractor shall perform the work at the starting point and continue the Work in a continual sequence from one property to the next. However, the Town may, at its sole discretion, require the Contractor to alter the sequencing of the Work without any additional compensation to the Contractor.

2.3 REFERENCE STANDARDS

Reference to the standards of any technical society, organization or body will be construed to mean the latest standard adopted and published at the date of the award of the Contract, even though reference may have been made to an earlier standard. Such reference is hereby made a part of the Contract the same as if herein repeated in full and in the event of any conflict between any of these standards and those specified, the most stringent will govern unless otherwise stated.

2.4 TIME FOR PERFORMANCE OF THE WORK

Contractor must complete the Work and obtain all permit approvals, and Substantial Completion by the Town within one hundred sixty (160) days from the date of issuance of the Notice To Proceed. Contractor must achieve Final Completion within thirty (30) days of the date of Substantial Completion.

2.5 CONTRACT TERM

This Agreement will be effective upon execution by both parties and will continue until expiration of the warranty period.

2.6 COMPENSATION

The Contractor will be compensated in the amount not to exceed \$XXX,XXX.XX. Any reduction or increase in the Contract value will be done in accordance with Article 1.37, Change Orders. Contractor will be paid for actual work performed and accepted by the Town.

2.7 HOURS FOR PERFORMING WORK

All Work must be performed in accordance with the hours set forth in the Town's noise Ordinance No. 04-50.

Any Work to be performed outside these hours will require the prior written approval of the Town Manager. A Work Order may establish different working hours than those stated herein.

2.8 ENVIRONMENTAL REGULATIONS

The Contractor shall take all actions required by law, rules, regulations, or ordinances to protect the canals during the performance of the Work in addition to the requirements stated in the Specifications for the protection of the canals.

While the Work does not include the removal of sediment or vegetative matter from the canal or canal banks should such action be required the removal, storage, and disposal of the sediment or vegetative matter. Such Work will be compensated in accordance with the Change Order provision of the Contract.

Should the Work result in the Town or the Contractor be fined by Miami-Dade County Regulatory Economic Resources Department (formally known as DERM) or any other regulatory agency assess fines resulting from the actions or inactions of the Contractor the payment of such fines shall be the sole responsibility of the Contractor. Where the Town receives a fine it may deduct any payments made to the regulatory agency from any payments due the Contractor. Should the amount exceed the amount due the Contractor the Contractor must reimburse the Town within thirty (30) days or the Town may determine that the Contractor is in default of the Contract.

2.9 MARINE REQUIREMENTS

It is anticipated that the majority of the Work will be performed from the canal waterways. As such the Contractor must utilize an employee or Subcontractor with an employee who possesses a current commercial marine captain's license. A copy of the license must be provided to the Project Manager prior to the commencement of the Work. The individual possessing the captain's license must maintain the license in an active status during the performance of the Work and the Project Manager must be notified within twenty-four (24) hours of any change in status. The individual in possession of the license shall not be changed without the prior written consent of the Project Manager.

The location for the storage of the marine equipment and any materials or other equipment "Equipment" (barge, crane, boat, compressors, excavator, etc.) stored on the canal waterway will be subject to the prior approval of the Town. Where the Equipment is docked or tied to private property the Contractor must obtain the prior written approval of the property owner and such proof must be provided to the Project Manager prior to the commencement of the Work.

Contractor shall not perform any servicing or repairs of the Equipment while the Equipment is in the canal waterway or at the Staging Site. All such work must be performed off-site.

2.10 Easement Agreements

If Contractor deems temporary construction easements necessary to perform the work, the contractor will work with the Town project manager to obtain necessary easements.

While the Town has made significant efforts to arrange for the removal of any structures placed on the properties that will impact the some structures may remain, which are either within the

easement or the public right-of-way. Should any structures remain the Town may have the Contractor remove the structures and the Contractor will be compensated in accordance with the Change Order provision of the Contract.

2.11 PUBLIC NOTICE

Contractor must notify in writing each property owner of Work to be performed in front of or adjacent to the owner's property at least one week prior to the commencement of the Work. The notice must contain the approximate date the work is to commence and how long the work is anticipated to take to complete. The notice must be approved by the Project Manager prior to issuance.

2.12 PROGRESS PAYMENTS

Contractor may make application for payment for Work completed during the Project at intervals of not more than one invoice per month or upon completion and Final Acceptance of the Work. Contractor will be paid based on the line item breakdown, contained in the Bid Form, with payments based on actual Work performed. Supporting evidence to be included with any application for payment must include, but is not limited to, an updated Project schedule as required by Article 2.11 and a partial or final release of liens or consent of Surety relative to the Work, which is the subject of the application for payment and any other information required by the Project Manager or the Contract Documents.

This Project is funded with grant funds that require the Contractor complete the attached status report, which must be completed and submitted with each invoice. Failure to complete and submit the report with the invoice will result in rejection of the invoice.

Ten percent (10%) of all monies earned by Contractor will be retained by Town until Final Acceptance by the Town. Any interest earned on retainage will accrue to the benefit of Town. All requests for retainage reduction must be in writing in a separate stand-alone invoice.

The Town will not pay more than five (5%) of the Total Contract price as retainage should a schedule of values be required of the contractor

Town may withhold, in whole or in part, payment to such extent as may be necessary to protect itself from loss on account of:

- Defective Work not remedied.
- Claims filed or reasonable evidence indicating probable filing of claims by other parties against Contractor or Town because of Contractor's performance.
- Failure of Contractor to make payments properly to Subcontractors or for material or labor.
- Damage to another contractor not remedied.
- Liquidated damages and costs incurred by Town or Consultant for extended construction administration.
- Failure of Contractor to provide any and all documents required by the Contract Documents.

Contractor may be paid for materials or equipment purchased and stored at the Project(s) Site(s) or another location, subject to the sole discretion and approval of the Project Manager. Where a payment request is made for materials or equipment not incorporated in the Project, but delivered and suitably stored at the site or at some other location agreed upon in writing, the written

documentation must be submitted at the time of request for payment. Payment are conditioned upon submission by the Contractor of paid invoices and an executed Material Purchased/Stored On-Premises form to establish the Town's title to such materials or equipment, or otherwise protect the Town's interest, including applicable insurance in the name of Town and transportation to the Project site.

Contractor retains sole liability to replace such stored materials or equipment as a result of damage or loss for any reason.

2.13 INVOICES

Contractor may submit to the Town one invoice per month for progress payments in accordance with Article 2.7 above. Multiple invoices will not be accepted and the Town will not make payment based on statements of accounts. All applications must be submitted in duplicate and the Contractor must use the Town's Contractor Payment Application Form or an invoice format approved by the Town. The form is available on the Town's website identified in Article 2.11.

Failure to fully complete the payment application form will delay the processing of payment. Any request for payment of retainage must be submitted as a separate payment application. Payments will not be made based on statements of accounts.

The Town will take action to pay, reject or make partial payment on an invoice in accordance with the Florida Local Government Prompt Payment Act. No payments will be due or payable for Work not performed or materials not furnished or where the Work has not been accepted by the Town. If there is a dispute with regard to an invoice, the Town will pay the amount not in dispute and reject the remainder that is in dispute. Contractor is responsible for paying its Subcontractors and suppliers in accordance with the Florida Local Government Prompt Payment Act.

The Contractor will be compensated at the prices specified in the Bid Form of the Contract.

2.14 LIQUIDATED DAMAGES

The Contractor is obligated and guarantees to complete the Project in the time set forth in the Contract or any approved extension of time the Contractor may be granted by the Town. In the event of a delay in completion beyond the timeframe set forth in the Contract for Substantial Completion, the Contractor must pay to the Town one thousand dollars (\$1,000.00) for each and every calendar day of Unexcused Delay, which is hereby agreed upon not as a penalty but as liquidated damages. In the event of a delay in completion beyond the timeframe set forth in the Contract for Final Completion the Contractor must pay to the Town for each and every calendar day of unexcused delay, the sum of five hundred dollars (\$500.00) per calendar day, which is hereby agreed upon not as a penalty but as liquidated damages. The Contractor will be notified in writing of any approved exceptions or extensions. The total amount of liquidated damages will not exceed the value of the Project.

The Town will have the right to deduct liquidated damages assessments from any payment due or which may thereafter become due to the Contractor under any contract the Contractor has with the Town. In case the amount, which may become due hereunder, is less than the amount of liquidated damages due the Town, the Contractor must pay the difference upon demand by the Town. Should the Contractor fail to compensate the Town for any liquidated damages, the Town will consider this as a form of indebtedness and may deny any future Work under the Contract or any other Town contract until such indebtedness is paid in full to the Town.

The Town will notify the Contractor in writing that it is incurring liquidated damages.

2.15 PROJECT SCHEDULE

Contractor must submit a proposed Project schedule as follows:

- Schedule identifying the schedule for each location. The proposed Project schedule must be submitted within ten (10) calendar days of the Notice of Award and such submittal will be subject to the Project Manager's review. Subsequent to such review of said schedule the Contractor will establish said schedule as the baseline schedule.
- All updates of schedules must be tracked against the baseline schedule and must be at a minimum submitted with each pay application. An updated schedule against the baseline must also be submitted upon execution of each change order that impacts the Contract Documents Time for completion. Failure to submit such schedules will result in the rejection of any submitted payment application.
- All Project Schedules must be prepared in Microsoft Project 2007 or earlier unless otherwise approved by the Project Manager. At the time of submission of schedules, Contractor must submit a hard copy as well as an electronic version. Electronic versions must not be submitted in a .pdf format.

Subsequent to review of the initial schedule submission the Contractor must establish the reviewed schedule as the "baseline schedule". Contractor must then prepare and submit all updates to the schedules utilizing the tracking mode within Microsoft Project.

In addition to the Project Schedule the Contractor must provide a two (2) week look-ahead schedule that reflects the Work to be performed during the two (2) week period. The look-ahead schedule must be provided to the Project Manager and Consultant every other Thursday prior to the start of the two-week period. This schedule will, at a minimum, include the area(s) where Work is to be performed and the Work to be performed in the area(s).

2.16 RELEASE OF LIENS/SUBCONTRACTOR'S STATEMENT OF SATISFACTION

The Contractor warrants and guarantees that title to all Work, materials and equipment covered by an application for payment, whether incorporated in the Project or not, will pass to the Town upon the receipt of such payment by the Contractor, free and clear of all liens, claims, security interests or encumbrances and that no Work, materials or equipment will have been acquired by the Contractor or by any other person performing Work at the site or furnishing materials and equipment for the Project, subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other person.

The Contractor must, starting with the second (2nd) invoice, provide the Project Manager Partial or Final Releases of Lien/Subcontractor's Statement of Satisfaction for the Project. As an option the Contractor may also submit a Consent of Surety authorizing the release of payment. Failure to submit such documentation will result in rejection of the application for payment.

The Town may, in its sole discretion withhold any payments for any Work performed by the Contractor where a requested Final Release of Lien has not been submitted. A conditional Release of Lien will not be accepted by the Town.

Contractor must utilize the Town's standard forms, which are available on the Town's website at http://www.miamilakes-fl.gov/index.php?option=com_content&view=article&id=149&Itemid=358, unless otherwise approved by the Town's Procurement Manager.

2.17 PURCHASE AND DELIVERY, STORAGE AND INSTALLATION

All materials must be F.O.B. delivered. The Contractor is solely responsible for the purchase, delivery, and installation of all equipment and material(s) not provided by the Town. Contractor must make all arrangement for delivery. Contractor will be solely liable receiving, inspecting, accepting, and for replacing any damaged equipment or material(s) and filing any and all claims with suppliers. All transportation must comply with all federal, FDOT, Miami-Dade County, and Town rules and regulations.

Contractor is responsible for the protection of all equipment and material(s) from adverse weather conditions, damage, deterioration, and theft until the Work has been accepted by the Town.

No materials will be stored on site without the prior written approval, using the appropriate Town form, by the Project Manager. The Town's Forms are available at the website address identified in Article 2.16.

Should the Contractor wish to be paid for materials stored off-site such materials must be insured and store in a bonded warehouse. Prior written approval is required utilizing the form available at the website address identified in Article 2.16.

2.18 TOWN FURNISHED DRAWINGS

The Town has furnished design drawings for this Project. It will be the sole responsibility of the Contractor to bring to the immediate attention of the Project Manager any discrepancies between the drawings and existing conditions, excluding hidden or unforeseen conditions, discovered prior to commencing and during the Work. The Contractor will be solely responsible for verifying the accuracy of the drawings prior to commencing the Work, and will be responsible for any errors or revisions of the Work, which might have been avoided by notifying the Town prior to commencement. This will also apply to any revisions or omissions identified by the Contractor. The Contractor must submit all requests for information entitled Request for Information (RFI).

Drawings and specifications are intended to be consistent, be mutually explanatory, and should be used together and not separately. During the performance of the Project(s), should any errors, omissions, conflicts, ambiguities or discrepancies be found in the drawings or specifications, the Project Manager or the Consultant will clarify in writing the intent of the drawings and the Contractor agrees to abide by the Project Manager's or Consultant's interpretation and perform the Work in accordance with the decision of the Project Manager or the Consultant. In such event, the Contractor will be held to have included in its Contract Price the best materials suitable for the purpose and methods of construction.

The Contractor will have no basis for any claim for additional costs resulting from their failure to identify any required revisions, omissions or errors, not identified in writing to the Project Manager prior to commencing the Work.

2.19 WORK STAGING AND PHASING

The Work to be performed must be done in such a manner so as not to interfere with the normal Town operations of the Project site or facility. The manner in which the Work is performed will be subject to the approval of the Project Manager, whom if necessary, will have the authority to

require changes in the manner in which the Work is performed. There must be no obstruction of Town services without the prior written approval of the Project Manager. All requests for such interruption or obstruction must be given in writing to the Project Manager 24 hours in advance of the interruption of Town operations.

The Contractor must familiarize itself with normal Town operations where the Work is to be performed so that it can conduct the Work in the best possible manner to the complete satisfaction of the Project Manager.

A staging plan may be submitted to and approved by the Project Manager prior to the start of construction and issuance of the Notice to Proceed. Such staging plan must be revised and resubmitted as necessary during construction.

2.20 SUBSTITUTIONS

Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular supplier, the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other suppliers may be accepted by Project Manager if sufficient information is submitted by Contractor to allow Project Manager to determine that the material or equipment proposed is equivalent or equal to that named. Requests for review of substitute items of material and equipment will not be accepted by Project Manager from anyone other than Contractor.

If Contractor wishes to furnish or use a substitute item of material or equipment, Contractor must make application to the Project Manager for acceptance thereof, certifying that the proposed substitute must perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application must state that the evaluation and acceptance of the proposed substitute will not prejudice Contractor's achievement of Substantial Completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract to adapt the design to the proposed substitute and whether or not incorporation or use by the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified must be identified in the application and available maintenance, repair and replacement service must be indicated. The application also must contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs for redesign and claims of other contractors affected by the resulting change, all of which will be considered by the Project Manager in evaluating the proposed substitute. The Project Manager may require the Contractor to furnish at Contractor's expense additional data about the proposed substitute.

If a specific means, method, technique, sequence or procedure of construction is indicated in or required by Contract, Contractor may furnish or utilize a substitute means, method, technique, sequence or procedure of construction acceptable to the Project Manager, if the Contractor submits sufficient information to allow the Project Manager to determine that the substitute proposed is equivalent to that indicated or required by the Contract. The procedures for submission to and review by the Project Manager will be the same as those provided herein for substitute materials and equipment.

The Project Manager will be allowed a reasonable time within which to evaluate each proposed substitute. Project Manager and the Town will be the sole judges of the acceptability of any

substitute. No substitute are to be ordered, installed or utilized without the Town's and the Project Manager's prior written acceptance which must be evidenced by either a Change Order or an approved submittal. The Town and the Project Manager may require the Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute. If the Town and the Project Manager rejects the proposed substitute, at their discretion, the Town may require the Contractor to reimburse the Town for the charges of the Consultant for evaluating the proposed substitute.

2.21 REQUEST FOR INFORMATION

The Contractor must submit a Request for Information (RFI) where the Contractor believes that the Contract Document's details or specifications are unclear or conflict. All requests must be submitted in a manner that clearly identifies the specification section or drawing detail, if furnished, where clarification or interpretation is being requested. As part of the RFI, Contractor must include its recommendation for resolution. The Town will respond in writing.

The RFI process is not intended to be used to correct defective Work performed by the Contractor. Solutions to correct defective Work, including means and methods are the sole responsibility of the Contractor. Should the RFI process be utilized to correct the Contractor's defective Work, the Contractor may be required to reimburse the Town for any costs incurred by the Town in responding to the RFI. Such reimbursements will be taken as a deduction against any payments due the Contractor.

2.22 WARRANTY

Contractor warrants to the Town that all materials and equipment furnished under the Contract Documents will be new unless otherwise specified and that all of the Work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the Project Manager or Consultant, Contractor must furnish satisfactory evidence as to the kind and quality of materials and equipment. This warranty is not limited by any other provisions within the Contract.

All Work must have a one (1) year warranty on labor from the date of Final Acceptance of the Project and the Contractor must provide such written warranty prior to the Town issuing final payment. Contractor must provide a minimum written warranty of five (5) year, commencing upon Final Acceptance of the Project on all equipment, parts, or material unless the Contract Specifications require or the manufacturer provides a longer warranty except for all equipment, materials or parts provided by the Town. Where the Contract specifications require or the manufacturer of the equipment, parts, or material provides a warranty greater than one (1) year or the time frame stipulated in a Contract, then the manufacturer's warranty term will take precedence. Contractor will be required to provide the Project Manager a copy of the manufacturer's warranty prior to the Town issuing final payment. Manufacturer's warranties will become effective upon Final Acceptance of the Project.

All warranties, expressed or implied, must be provided to the Town for material and equipment covered by the Contract. All material and equipment furnished must be fully guaranteed by the Contractor against factory defects and workmanship. At no expense to the Town, the Contractor must correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty. The Contract may supersede the manufacturer's standard warranty. Manufacturer's warranties will become effective upon Final Acceptance of the Project.

Should the Contractor fail to perform any required warranty work the Town, at its sole discretion, may have the work performed by others, and deduct such costs from any monies due the Contractor from the Town. Where such funds are not available, the Town will bill the Contractor and Contractor must reimburse the Town within thirty (30) calendar days. The Town may take any necessary and appropriate action provided under this Contract or with law to collect such payment due the Town.

2.23 ACCESS TO WATER AND UTILITIES

The Contractor is responsible for providing all water and power that may be required for the performance of the Work, including the use of a generator. The use of a generator may be subject to the prior approval of the Town's representative should the Work be in a primarily residential neighborhood.

The Town may at its sole discretion provide access to Town utilities or water should such be available at the Work site. However, the Contractor is responsible to ascertain the location and accessibility of utilities and potable water sources required for the Work.

2.24 PROGRESS MEETINGS

The Town will conduct a pre-construction conference prior to the commencement of the Work. Contractor must hold progress and coordination meetings as required by the Project Manager or Consultant, to provide for the timely completion of the Work.

2.25 STAGING SITE

The Contractor is solely responsible for making all arrangements for any staging site(s) that may be necessary for the performance of the Work and the Contractor will be responsible for all site(s) security and any loss, damage or theft to its equipment and materials. At least one week prior to the use of the site the Contractor must provide the Project Manager written notice of the location, which will allow the Project Manager time to inspect the site. Where the Contractor will use private property or property owned by another public entity the Contractor must provide the Project Manager written confirmation from the owner allowing use of the property. The Contractor must install fencing, gates and take all other measures, as necessary, to make said site secure. The Project Manager at its sole discretion may make a staging site(s) available for use by the Contractor. Contractor must not utilize the Staging Site for worker's parking or the parking of other vehicles, except for delivery and pickup purposes, without the prior written approval of the Project Manager. If such site is made available by the Town, the Town assumes no responsibility or liability, and the Contractor will be responsible for any loss, damage or theft to its equipment and materials. The Contractor will also be responsible for restoring the site(s) to its pre-existing condition prior to the Contractor's use of the site(s).

No wet sediment or vegetative debris may be stored at the staging site without the prior written approval of the Project Manager. For such storage the Project Manager may require that specific conditions be met by the Contractor to ensure no leaching of run-off, sediment and odor control.

2.26 PROJECT SITE FACILITIES

The Contractor must arrange for all Project site facilities as may be necessary to perform the Work.

The Contractor must provide and maintain at its own expense, in a sanitary condition, such accommodations for the use of his employees as is necessary to comply with the requirements including Chapter 46 of the Building Code and regulations of the State of Florida Department of

Health and Rehabilitative Services or Dade County Health Department. The Contractor, his employees or his Subcontractors must commit no public nuisance or use any facilities that have not been specifically provided for use by the Contractor.

The Contractor must furnish an adequate supply of drinking water for its and its Subcontractors' employees.

There must be adequate provisions made by the Contractor to ensure all disposable materials are properly disposed of and do not create a nuisance to the Town or the public. The location of the temporary facilities will be subject to the approval of the Project Manager.

Contractor is required to provide any necessary temporary utilities to the site, such as electric, water, and sanitary services to the site for new construction or additions to a facility. The Project Manager may authorize the use of existing utilities. Such decision will be made at the sole discretion of the Project Manager.

The Contractor is required to obtain all necessary permits required for any Project site facilities. Contractor is also be responsible to maintain such facilities in a safe and working condition.

All such facilities remain the property of the Contractor and the Contractor will be responsible for removal and disposal of such facilities prior to Final Acceptance.

2.27 SUBSTANTIAL COMPLETION, PUNCH LIST, & FINAL COMPLETION

The Work will be substantially complete when the Project Manager, in the reasonable exercise of his/her discretion determines that the Work is complete and there are no material or substantial variations from the Contract and the Work is fit for its intended purpose. Upon Substantial Completion, the Project Manager and the Contractor will sign the Substantial Completion Inspection Form. The signing of this form does not relieve the Contractor from its obligation to complete the Project.

When the Contractor believes that the Work is substantially complete, the Contractor must request in writing that the Project Manager or Consultant inspect the Work to determine if Substantial Completion has been achieved. Where the Work requires the Contractor to obtain a Certificate of Completion no request for Substantial Completion inspection is to be submitted until the Contractor has obtained the Certificate(s) of Completion. The Project Manager or Consultant will schedule the date and time for any inspection and notify the Contractor and any other parties deemed necessary. During this inspection, the Project Substantial Completion Inspection Form will be completed as necessary. Any remaining Construction Work must be identified on this form and it will be known as Punch List Work. The Punch List must be signed by the Project Manager and the Contractor confirming that the Punch List contains the item(s) necessary to complete the Work. The failure or refusal of the Contractor to sign the Project Substantial Completion Inspection Form or Punch List will not relieve the Contractor from complying with the findings of the Project Substantial Completion Inspection and completing the Project to the satisfaction of the Town.

The Project Manager or Consultant, and the Contractor will agree on the time reasonably required to complete all remaining Work included in the Punch List.

Upon Substantial Completion and the receipt and acceptance of any required documentation, including warranty documents, the Project Manager will determine that a Project has achieved Final Completion and authorize final payment.

The acceptance of final payment will constitute a waiver of all claims by Contractor, except those previously made in strict accordance with the provisions of the Contract and identified by Contractor as unsettled at the time of the application for final payment.

2.28 ACCEPTANCE AND FINAL PAYMENT

Upon receipt of written notice from Contractor that the Work is ready for final inspection and acceptance, Project Manager will, within ten (10) calendar days, make an inspection thereof. If Project Manager find the Work acceptable, the requisite documents have been submitted and the requirements of the Contract fully satisfied, and all conditions of the permits and regulatory agencies have been met, a Final Certificate for Payment will be issued by Project Manager, stating that the requirements of the Contract have been performed and the Work is ready for acceptance under the terms and conditions thereof.

Before issuance of the Final Certificate for Payment, Contractor must deliver to the Project Manager a final release of all liens arising out of the Contract, receipts in full in lieu thereof; an affidavit certifying that all suppliers and subcontractors have been paid in full and that all other indebtedness connected with the Work has been paid, and a consent of the surety to final payment; the final corrected as-built drawings; operations and maintenance data, and the final bill of materials, if required, and payment application. Contractor must deliver the written Contractor's and all Manufacturer's warranties prior to issuance of the final invoice.

If, after the Work has been substantially completed, full completion thereof is materially delayed through no fault of Contractor, and Project Manager so certifies, Town will, upon such certification of Consultant, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. Such payment will be made under the terms and conditions governing final payment, except that it will not constitute a waiver of claims.

The acceptance of final payment will constitute a waiver of all claims by Contractor, except those previously made in strict accordance with the provisions of the Contract and identified by Contractor as unsettled at the time of the application for final payment.

2.29 OWNERSHIP OF THE WORK

The Contractor is solely responsible for all Work materials, supplies, and equipment, prior to final written acceptance. Contractor will be liable for all damage, theft, safety, transport and maintenance, until the Town issues final acceptance. The Contractor is responsible for the protection, and maintenance of all of its own tools, equipment, and vehicles.

2.30 RECORD SET

Contractor must maintain in a safe place one record copy and one permit set of the Contract Documents, including, but not limited to, all Drawings, Specifications, amendments, Change Orders, RFIs, and Field Directives, as well as all written interpretations and clarifications issued by the Project Manager, in good order and annotated to show all changes made during construction. The record documents must be continuously updated by Contractor throughout the prosecution of the Work to accurately reflect all field changes that are made to adapt the Work to field conditions, changes resulting from Change Orders, Construction Change Directives, and Field Directives as well as all written interpretations and clarifications, and all concealed and buried installations of piping, conduit and utility services. Contractor must certify the accuracy of the updated record documents. The record documents must be clean and all changes, corrections and dimensions must be given in a neat and legible manner in red. Upon completion of the Work and as a condition precedent to

Contractor's entitlement to final payment, the Record Set must be delivered to the Project Manager by the Contractor. The Record Set of Drawings must be submitted in both hard copy and as electronic plot files.

2.31 AS-BUILT DRAWINGS

During the Work, Contractor must maintain records of all deviations from the Drawings as approved by the Project Manager or Consultant and prepare two copies of As-Built Record Drawings showing correctly and accurately all changes and deviations made during construction to reflect the Work as it was actually constructed. It is the responsibility of the Contractor to check the As-Built Drawings for errors and omissions prior to submittal to the Town and to certify in writing that the As-Built Record Drawings are correct and accurate, including the actual location of all internal piping, electrical/signal conduits in or below the concrete floor. Indicate the size, depth and voltage in each conduit.

To record actual construction, Contractor must legibly mark on-site structures and site Work as follows:

- Depths of various elements of foundation in relation to finish first floor datum.
- All underground piping and ductwork with elevations and dimensions and locations of valves, pull boxes, etc. Changes in location. Horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements. Actual installed pipe material, class, etc.
- Location of internal utilities and appurtenances concealed in the construction, referenced to visible and accessible features of the structure. Air conditioning ducts with locations of dampers, access doors, fans and other items needing periodic maintenance.
- Field changes in dimensions and details.
- Changes made by Project Manager's or Consultant's written instructions or by Change Order.
- Details not on original Contract Drawings.
- Equipment, conduit, electrical panel locations.
- Project Manager's or Consultant's schedule changes according to Contractor's records and shop drawings.

Specifications and Addenda: Legibly mark each section to record:

- Manufacturer, trade name, catalog number and Supplier of each product and item of equipment actually installed.
- Changes made by Project Manager's or Consultant's written instructions or by Change Order.

Approved Shop Drawings: Provide record copies for each process, equipment, piping, electrical system and instrumentation system.

As-built documents must be updated monthly as a condition precedent to payment. A final survey signed and sealed by a surveyor must be provided to the Town at no additional cost, including digital I (CAD and PDF) versions.

For construction of new building, or building additions, field improvements, and or roadway improvements as-built drawings must be signed and sealed by a Florida Licensed Registered Land Surveyor.

2.32 NPDES REQUIREMENTS

Contractor must comply with the State of Florida rules and regulations for the National Pollutant Discharge Elimination System (NPDES) including but not limited to all permitting, Notices of Intent, and the Storm Water Pollution Prevention Plan (SWPPP). All costs for NPDES and SWPPP must be included in the Bid price. For further information on compliance requirements for NPDES and SWPPP visit the State of Florida website at <http://www.dep.state.fl.us/water/stormwater/npdes/>. Contractor is responsible for obtaining, completing and paying for any required NPDES application or permits that may be required.

2.33 PROJECT SIGNAGE

Contractor must furnish and install two (2) Project sign at the Project Site in accordance with the requirements provided by the Project Manager.

2.34 CONSTRUCTION PHOTOGRAPHS

Prior to commencement of the Work the Contractor must take digital photographs and color audio-video recording to document existing conditions and submit copies to the Project Manager prior to the commencement of Work. Contractor must submit with each application for payment photographs that accurately reflect the progress of all aspects the Work. The number of photographs to be taken will be based on the magnitude of work being performed. Contractor must submit one copy of each photograph in print and digitally. The photographs must be printed on 8"X10" high resolution glossy commercial grade and weight color photographic print paper. Each photograph must be imprinted on its face with the title of the Project, the date, and time the picture was taken. Digital photographs must be taken using .jpeg format and will be submitted on a CD-ROM clearly identifying the name of the Project, the name of the Contractor, and the timeframe in which the pictures were taken. Initial set up prints will be submitted in a three ring binder with each picture protected by a clear plastic sleeve. Subsequent prints are to be submitted in clear plastic sleeves that can be added to the binder. The three ring binder must be of such size to be able to hold all print pictures.

CONTRACT EXECUTION FORM

This Contract **2016-49** made this ____ day of _____ in the year **20__** in the amount of \$**XXX,XXX.XX** by and between the Town of Miami Lakes, Florida, hereinafter called the "Town," and **Name of Contractor.**

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

Attest:

TOWN OF MIAMI LAKES

By: _____
Gina Inguanzo, Town Clerk

By: _____
Alex Rey, Town Manager

By: _____
Town Attorney

Signed, sealed and witnessed in the presence of:

As to the Contractor:

Contractor's Name

By: _____

By: _____

Name: _____

Title: _____

(*) In the event that the Contractor is a corporation, there must be attached the original of the corporate resolution in the form contained in this Section, of the board of the corporation, authorizing the officer who signs the Contract to do so in its behalf.

CORPORATE RESOLUTION

WHEREAS, _____, Inc. desires to enter into a contract with the Town of Miami Lakes for the purpose of performing the work described in the contract to which this resolution is attached; and

WHEREAS, the Board of Directors at a duly held corporate meeting has considered the matter in accordance with the By-Laws of the corporation;

Now, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS that the _____,
(type title of officer)

_____, is hereby authorized
(type name of officer)

and instructed to enter into a contract, in the name and on behalf of this corporation, with the Town of Miami Lakes upon the terms contained in the proposed contract to which this resolution is attached and to execute the corresponding performance bond.

DATED this _____ day of _____, 20_____.

Corporate Secretary

(Corporate Seal)

FORM OF PERFORMANCE BOND (Page 1 of 2)

BY THIS BOND, We _____, as Principal, hereinafter called Contractor, and _____, as Surety, are bound to the Town of Miami Lakes, Florida, as Obligee, hereinafter called Town, in the amount of _____ Dollars (\$_____) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Contractor has by written agreement entered into a Contract, No. **2016-49**, awarded the _____ day of _____, 20____, with Town which Contract Documents are by reference incorporated herein and made a part hereof, and specifically include provision for liquidated damages, and other damages identified, and for the purposes of this Bond are hereafter referred to as the "Contract";

THE CONDITION OF THIS BOND is that if Contractor:

1. Performs the Contract between Contractor and Town for construction of **Canal Bank Stabilization**, the Contract being made a part of this Bond by reference, at the times and in the manner prescribed in the Contract; and
2. Pays Town all losses, liquidated damages, expenses, costs and attorney's fees including appellate proceedings, that Town sustains as a result of default by Contractor under the Contract; and
3. Performs the guarantee of all Work and materials furnished under the Contract for the time specified in the Contract; then THIS BOND IS VOID, OTHERWISE IT REMAINS IN FULL FORCE AND EFFECT.
4. Whenever Contractor is, and declared by Town to be, in default under the Contract, and the Town having performed Town obligations hereunder, the Surety must promptly remedy the default, or must promptly:
 - 4.1. Complete the Project in accordance with the terms and conditions of the Contract Documents;
 - or

FORM OF PERFORMANCE BOND (Page 2 of 2)

4.2. Obtain a bid or bids for completing the Project in accordance with the terms and conditions of the Contract, and upon determination by Surety of the lowest responsible Bidder, or, if Town elects, upon determination by Town and Surety jointly of the lowest responsible Bidder, arrange for a contract between such Bidder and Town, and make available as Work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract Price," as used in this paragraph, means the total amount payable by Town to Contractor under the Contract and any amendments thereto, less the amount properly paid by Town to Contractor.

No right of action will accrue on this bond to or for the use of any person or corporation other than Town, as named herein.

The Surety hereby waives notice of and agrees that any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect Surety's obligation under this Bond.

Signed and sealed this _____ day of _____, 20____.

Contractor

WITNESSES:

(Name of Corporation)

Secretary

By:

(Signature)

(CORPORATE SEAL)

(Print Name and Title)

IN THE PRESENCE OF:

INSURANCE COMPANY:

By:

Agent and Attorney-in-Fact

Address:

(Street)

(City/State/Zip Code)

Telephone No.: _____

FORM OF PAYMENT BOND (Page 1 of 2)

BY THIS BOND, We _____, as Principal, hereinafter called Contractor, and _____, as Surety, are bound to the Town of Miami Lakes, Florida, as Obligee, hereinafter called Town, in the amount of _____ Dollars (\$_____) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Contractor has by written agreement entered into a **Contract No. 2016-49**, for the **Canal Bank Stabilization**, awarded the _____ day of _____, 20____, with Town which Contract are by reference incorporated herein and made a part hereof, and specifically include provision for liquidated damages, and other damages identified, and for the purposes of this Bond are hereafter referred to as the "Contract";

THE CONDITION OF THIS BOND is that if Contractor:

1. Pays Town all losses, liquidated damages, expenses, costs and attorney's fees including appellate proceedings, that Town sustains because of default by Contractor under the Contract; and
2. Promptly makes payments to all claimants as defined by Florida Statute 255.05(1) for all labor, materials and supplies used directly or indirectly by Contractor in the performance of the Contract;

THEN CONTRACTOR'S OBLIGATION WILL BE VOID; OTHERWISE, IT WILL REMAIN IN FULL FORCE AND EFFECT SUBJECT, HOWEVER, TO THE FOLLOWING CONDITIONS:

- 2.1. A claimant, except a laborer, who is not in privity with Contractor and who has not received payment for its labor, materials, or supplies must, within forty-five (45) days after beginning to furnish labor, materials, or supplies for the prosecution of the Work, furnish to Contractor a notice that he intends to look to the bond for protection.
- 2.2. A claimant who is not in privity with Contractor and who has not received payment for its labor, materials, or supplies must, within ninety (90) days after performance of the labor or after complete delivery of the materials or supplies, deliver to Contractor and to the Surety, written notice of the performance of the labor or delivery of the materials or supplies and of the nonpayment.
- 2.3. No action for the labor, materials, or supplies may be instituted against Contractor or the Surety unless the notices stated under the preceding conditions (2.1) and (2.2) have been given.

FORM OF PAYMENT BOND (Page 2 of 2)

- 2.4. Any action under this Bond must be instituted in accordance with the longer of the applicable Notice and Time Limitations provisions prescribed in Section 255.05(2), or Section 95-11, Florida Statutes.

The Surety hereby waives notice of and agrees that any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect the Surety's obligation under this Bond.

Signed and sealed this _____ day of _____, 20____.

Contractor

ATTEST:

(Name of Corporation)

(Secretary)

By:

(Signature)

(Corporate Seal)

(Print Name and Title)

____ day of _____, 20____.

IN THE PRESENCE OF:

INSURANCE COMPANY:

By:

Agent and Attorney-in-Fact

Address: _____.

(Street)

(City/State/Zip Code)

Telephone No.: _____



Town of Miami Lakes Memorandum

To: Honorable Mayor and Town Councilmembers

From: Alex Rey, Town Manager

Subject: RFP 2016-44 Bus Operations Services

Date: October 4, 2016

Recommendation:

It is recommended that the Town Council authorize the Town Manager to award a contract in an amount not to exceed budgeted funds to MV Contract Transportation, Inc. who is the highest ranked Proposer submitting a Response to the above-referenced Request for Proposals ("RFP"). The contract for bus operation services is based on fixed hourly rates. It is recommended to award a blended hourly rate of \$25.82.

The FY17 budget for the weekday circulator bus operation services is \$125,000 from Special Revenue and the on-demand bus operation service is budgeted at \$55,000 from the General Fund.

Background:

On August 15, 2016, the Town of Miami Lakes ("Town") issued RFP No. 2016-44 Bus Operations Services to procure proposals from qualified firms to provide bus operations services for the Town's fixed route and on-demand buses.

The Town currently contracts with MV Contract Transportation, Inc. ("MV") under a City of Hialeah piggyback for the operations for our Circulator Bus and On-Demand Transportation Services. Council authorized a temporary extension to the current agreement which expires October 31, 2016. The City of Hialeah currently provides storage, maintenance and fueling to the Town's fleet under an Interlocal Agreement ("ILA"). The City of Hialeah has chosen to build upon their previous agreement with MV which was already under a bid waiver. As such, the Town prepared a competitive solicitation in order to secure our own agreement in line with the Hialeah ILA effective dates.

The RFP was advertised in the Miami Daily Business Review, posted on the Town website and Demandstar (319 suppliers were notified under 8 commodities) and noticed in the

Town Hall lobby. The Town received two (2) proposal responses from Limousines of South Florida, Inc. (“LSF”) and MV by the submittal deadline. Procurement conducted reference and business background checks on both firms. MV received three positive references and no reference responses were received for LSF.

Minimum Qualification Requirements were as follows per the RFP:

- Firm is licensed by the State of Florida and Miami-Dade County to provide commercial transportation services and be currently and continuously engaged in providing such services for a minimum of three (3) consecutive years (no less than 36 months).
- Firm has provided circulator services to a minimum of three (3) entities within the past five (5) years.
- Firm has provided on-demand services to a minimum of two (2) entities within the last five (5) years
- Firm acknowledges and demonstrates compliance with applicable local, state and federal laws and regulations in the performance of services stipulated herein to include but not be limited to written drug and alcohol testing policy.

An Evaluation Committee (“Committee”) comprised of the following individuals met on September 15, 2016 to evaluate the submittals and establish the ranking of the firms:

1. Brandon Schaad, AICP, LEED, AP – Director of Planning, Town of Miami Lakes
2. Nicole Singletary – Director of Community Engagement & Outreach, Town of Miami Lakes
3. Jorge De La Nuez – Transit Manager, City of Hialeah
4. Non-voting member: Nicole McGrath – Planning & Zoning, Town of Miami Lakes

The RFP responses were evaluated based on the criteria set forth in the solicitation:

1. Proposer’s Qualifications, Experience and References – 30 Points
2. Proposer’s Plan, Approach and Procedures – 40 Points
3. Price Proposal – 30 Points (weighted value)

= 100 Possible Points

The Committee ranked the responses as follows:

<u>Firm</u>	<u>Total Points</u>	<u>Ranking</u>
--------------------	--------------------------------	-----------------------

MV Contract Transportation, Inc. “MV”	298 Points	1
Limousines of South Florida, Inc. “LSF”	229 Points	2

The proposed hourly prices for services are as follows:

<u>Description of Service</u>	<u>LSF</u>	<u>MV</u>
Circulator & On-Demand (Mon-Fri)/ per hour	\$42.50	\$25.62
On-Demand Only (Sunday)/ per hour	\$42.50	\$34.70

The FY17 Adopted Budget does not include funding for the vendor's anticipated provision of Sunday on-demand service as the RFP was due September 9, 2016 and the Budget was passed on September 20, 2016. MV requested a .20 cent increase to the hourly rate per service hour. It is recommended to award the additional .20 cents per service hour yielding an hourly rate of \$25.82 which will result in an annual additional expenditure of approximately \$1,500.

The current year budget allocation is approximately \$7,000 less than the projected contract expenditure assuming the current level of service; however, in the negotiated agreement, MV assumes liability insurance coverage for the buses and as a result, the Town will save approximately \$7,000 in insurance premiums.

The Committee discussed each proposal section by section, starting with LSF’s proposal. During its analysis of LSF’s proposal, the Committee was well informed due to the past experience its members had with LSF. Members noted that in past dealings with LSF, there were issues with customer service and communication.

MV is the Town’s incumbent vendor through a piggyback of the City of Hialeah’s agreement, and as such the Town has extensive experience with the firm. The Committee had a positive experience with the current General Manager, stating he has been available at all hours and responsive to the Town’s needs. MV’s upper management and dispatcher have similarly been active and responsive to the Town’s requests.

With regards to vendor safety plans, the Committee noted several items in MV’s proposal that supports safer practices to include incentive programs and bonuses that award employees for adhering to safer working procedures. MV also uses a collision avoidance system that alerts drivers to objects within a certain proximity of the bus.

Finally, the Committee discussed whether the Town would incur any transition costs should it transition from its incumbent vendor. The Committee concluded that the direct cost would be the hourly price of service which would nearly double. In addition, the vendor would need to be able to ensure adequate pre-trip supervision/dispatch of drivers whether it be from their own headquarters locally or on-site at the City of Hialeah, where the buses are currently stored, maintained and fueled. Various logistical issues between the vendor, the Town and Hialeah would need to be addressed. The way in which Hialeah already oversees MV’s service by proxy since it is also their bus driver provider could not necessarily be expected if the Town were to engage a different provider as it is not a part of the current ILA between the two municipalities.

Based on the above, it is recommended that the Town award RFP 2016-44 Bus Operations Services to MV. The initial term is November 1, 2016 to March 30, 2018 with two 12-month renewal options. Cost adjustments for the renewal years are capped at whichever is less, five (5%) per year or the latest yearly percentage increase in the Consumer Price Index (CPI-U) for the Miami-Ft. Lauderdale, Fl area, as published by the Bureau of Labor Statistics, U.S. Department of Labor.

Attachments:

Resolution

RFP 2016-44

RFP 2016-44 Exhibit A Agreement

RFP 2016-44 Exhibits

RFP 2016-44 MV Submittal

RFP 2015-44 Committee Ranking

RESOLUTION NO. 16-____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, TO APPROVE AWARD OF RFP 2016-44, BUS OPERATIONS SERVICES TO MV CONTRACT TRANSPORTATION, INC.; AUTHORIZING THE TOWN MANAGER TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE CONTRACT; AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE CONTRACT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Miami Lakes (the “Town”) issued Request for Proposals (“RFP”) No. 2016-44 on August 15, 2016, to solicit responses from qualified firms to provide bus operations services for the Town’s fixed route and on-demand bus services; and

WHEREAS, the scope of services includes supply of operator personnel and providing supervision and coordination of Town-owned buses in accordance with the established schedules; and

WHEREAS, two (2) responsive proposals were submitted by the published RFP deadline; and

WHEREAS, an Evaluation Committee reviewed the submittals in accordance with the criteria stated in the solicitation and recommended number one ranked proposer MV Contract Transportation, Inc.(“ MV”) be awarded the contract; and

WHEREAS, the Town Manager concurs with the Evaluation Committee’s recommendation to award RFP 2016-44 to MV; and

WHEREAS, the initial contract period begins November 1, 2016 and ends March 30, 2018 with two twelve-month options to renew; and

WHEREAS, pursuant to RFP 2016-44, MV has provided a draft agreement, and the agreement is being finalized in accordance with the RFP; and

WHEREAS, the Town Council approves the recommendation of the Town Manager and authorizes the Town Manager to enter into a contract with MV Contract Transportation, Inc. for award of RFP 2016-44 Bus Operations Services.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The foregoing Recitals are true and correct and incorporated herein by this reference.

Section 2. Approval of the Contract. The Town Council hereby approves the award of RFP 2016-44, to MV Contract Transportation, Inc. in an amount not to exceed budgeted funds per fiscal year.

Section 3. Authorization of Town Officials. The Town Manager and/or his designee and the Town Attorney are authorized to take all steps necessary to implement the terms and conditions of the contract between the Town and MV Contract Transportation, Inc. for RFP 2016-44 Bus Operations Services.

Section 4. Authorization of Fund Expenditure. The Town Manager is authorized to expend budgeted funds to implement the terms and conditions of the Contract from the General Fund and Special Revenue Fund.

Section 5. Execution of the Contract. The Town Manager is authorized to execute the Contract with MV Contract Transportation, Inc. for Bus Operations Services on behalf of the Town in an amount not to exceed budgeted funds per fiscal year, in substantially the form attached hereto as Exhibit A, to execute any required agreements and/or documents to implement the terms and conditions of the contract and to execute any extensions and/or amendments to the contract, and if necessary negotiate and execute any vehicle lease agreements, subject to approval as to form and legality by the Town Attorney.

Section 6. Effective Date. This Resolution shall take effect immediately upon adoption.

THIS SPACE INTENTIONALLY LEFT BLANK

Passed and adopted this 4th day of October, 2016.

The foregoing resolution was offered by _____ who moved its adoption. The motion was seconded by _____ and upon being put to a vote, the vote was as follows:

Mayor Michael A. Pizzi, Jr.	_____
Vice Mayor Tim Daubert	_____
Councilmember Manny Cid	_____
Councilmember Tony Lama	_____
Councilmember Ceasar Mestre	_____
Councilmember Frank Mingo	_____
Councilmember Nelson Rodriguez	_____

Michael A. Pizzi, Jr.
MAYOR

Attest:

Gina Inguanzo
TOWN CLERK

Approved as to form and legal sufficiency:

Raul Gastesi, Jr.
Gastesi & Associates, P.A.
TOWN ATTORNEY

EXHIBIT A

Agreement
between the
Town of Miami Lakes
and
MV Contract Transportation, Inc.
for
Bus Operations Services, RFP 2016-44

REQUEST FOR PROPOSALS

Bus Operations Services

RFP No. 2016-44



The Town of Miami Lakes Council:

Mayor Michael A. Pizzi, Jr.
Vice Mayor Timothy Daubert
Councilmember Manny Cid
Councilmember Tony Lama
Councilmember Ceasar Mestre
Councilmember Frank Mingo
Councilmember Nelson Rodriguez

Alex Rey, Town Manager
The Town of Miami Lakes
6601 Main Street
Miami Lakes, Florida 33014

Date Advertised	Monday, August 15, 2016
Proposals Due	11:00 AM EST Friday, September 9, 2016



August 15, 2016

LEGAL NOTICE / REQUEST FOR PROPOSALS

RFP No.: 2016-44
RFP Name: Bus Operations Services
Proposals Due: 11:00 AM EST, Friday, September 9, 2016

The Town of Miami Lakes, Florida, ("Town") is accepting sealed Proposals from qualified and experienced firms to provide Bus Operations Services for the Town's fixed route and on-demand circulator buses in accordance with all applicable standards/codes and the terms, conditions and specifications contained in the Request for Proposals ("RFP") and associated exhibits.

The Scope of Services includes providing supervision, coordination and operations of bus drivers for Town-owned buses in accordance with the established schedule for fixed route and on-demand circulator services and for occasional special events on an as-needed basis. Fuel, maintenance and storage for the buses is currently provided through an Interlocal Agreement with a neighboring municipality. In order to be eligible for award under this solicitation, Proposers must meet the Minimum Qualification Requirements stated in the RFP. Criteria used for the selection of a contractor may include the best combination of price, qualifications, experience, availability and verifiable client references. Award to successful Proposer will be at the sole discretion of the Town. The Town and Successful Proposer will execute the Transportation Services Agreement (reference Exhibit "A").

Sealed Proposal packages must be submitted in the form of one (1) original and four (4) copies and one (1) duplicate PDF of the entire original proposal on CD-ROM or flash drive and must be received by the time and date stated above by the Office of the Town Clerk, Town of Miami Lakes Government Center at 6601 Main Street, Miami Lakes, FL 33014 at which time and place proposals will be publicly opened and read. **Any Proposals received after the specified time and date will not be considered.** The responsibility for submitting a Proposal before the stated time and date is solely and strictly the responsibility of the Proposer.

The complete PDF solicitation document is available on the Town's website at www.miamilakes-fl.gov (under "Contractual Opportunities") and on www.DemandStar.com. The Town is not responsible for the accuracy or completeness of any documentation the Proposer receives from any source other than the Town of Miami Lakes Procurement Division.

All inquiries regarding this RFP must be directed to the Procurement Division at procurement@miamilakes-fl.gov. Pursuant to subsection (t) "Cone of Silence" of Section 2-11.1 "Conflict of Interest and Code of Ethics Ordinance" of Miami Dade County, public notice is hereby given that a "Cone of Silence" is imposed concerning this solicitation. The "Cone of Silence" prohibits communications concerning RFP's, RFQ's or Bids, until such time as the Town Manager makes a written recommendation to the Town Council concerning the solicitation. Failure to comply with the Cone of Silence may result in the rejection of a Response. For additional information concerning the Cone of Silence please refer to Section 2-11.1 of Miami Dade County Code.

RFP 2016-44**Bus Operations Services****Table of Contents**

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	Exhibits: “A” – Transportation Services Agreement “B” – Interlocal Agreement for Transit Bus Maintenance and Repair “C” – Current Circulator Route “D” – Bus Transit System Safety Plan (SSPP) “E” –Security Program Plan (SPP) “F” – Interlocal Agreement for Distribution, Use and Reporting of Charter County Transit System Surtax Proceeds	Separate Excel/PDF documents

SECTION I PROPOSAL TERMS AND CONDITIONS

1. Definitions

The Town will use the following definitions the terms and conditions, technical specifications, instructions to bidders, addenda and any other document used in the solicitation process. The terms may be used interchangeably by the Town: ITB or RFP; Bid or Proposal; Bidder, Proposer, Offeror or Seller; Contractor or Consultant; Contract, Award, Agreement or Purchase Order.

Invitation to Bid (ITB): When the Town is requesting bids from qualified Bidders.

Request for Proposals (RFP): When the Town is requesting proposals from qualified Proposers.

Bid: A price and terms quote received in response to an ITB.

Proposal: A proposal received in response to an RFP.

Bidder: Person or firm submitting a bid.

Proposer: Person or firm submitting a proposal.

Responsive Bidder: A person whose bid conforms in all material respects to the terms and conditions included in the bid document.

Responsible Bidder: A person who has the capability in all respects to perform in full the contract requirements, as stated in the bid document, and the integrity and reliability that will assure good faith performance.

First Ranked Proposer: That Proposer, responding to a Town RFP, whose proposal is deemed by the Town, the most advantageous to the Town after applying the evaluation criteria contained in the RFP.

Seller: Successful Bidder or Proposer who is awarded a purchase order or contract to provide goods or services to the Town.

Contractor: Successful Bidder or Proposer who is awarded a purchase order, blanket purchase order agreement, or term contract to provide goods or services to the Town.

Contract: A deliberate verbal or written agreement between two (2) or more competent parties to perform or not to perform a certain act or acts, including all types of agreements, regardless of what they may be called, for the procurement or disposal of equipment, materials, supplies, services or construction.

Consultant: Successful Bidder or Proposer who is awarded a contract to provide professional services to the Town.

Change Order: A written signed and approved document by the Town Manager or designee ordering a change in the contract price or contract time or a material change in work.

2. Preparation of Bids

- a) The Bid forms define requirements of items to be purchased, and must be completed and submitted with the Bid. Use of any other forms will result in the rejection of the Bidder's offer. The Bid submittal forms must be legible. Bidders shall use typewriter, computer, or ink. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the Bid to be rejected.
- b) An authorized agent of the Bidder's firm must sign the Bid submittal form. **Failure to sign the Signature Page of the Bid will render the Bid non-responsive.**
- c) The Bidder may be considered non-responsive if Bids are conditioned upon modifications, changes, or revisions to the terms and conditions of this Solicitation.
- d) The Bidder may submit alternate Bid(s) for the same Solicitation provided that such offer is allowable under the terms and conditions. The alternate Bid must meet or exceed the minimum requirements and be submitted as a separate Bid submittal marked "Alternate Bid".
- e) When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.
- f) Late Bids will not be accepted and will be returned to the sender unopened. It is the Bidder's responsibility to ensure timely delivery by the due date and time, and at the place stated in this Solicitation. No exceptions will be made due to weather, carrier, traffic, illness, or other issues.

3. Examination of Bid Documents

Before submitting a bid, each Bidder must (a) examine the bid documents thoroughly; (b) be knowledgeable of federal, state, county, and local laws, ordinances, rules and regulations that may in any manner affect cost, progress, performance, or provision of the commodities and/or services; (c) study and carefully correlate Bidder's observations with the bid documents, and (d) notify the Procurement Division of all conflicts, errors, and discrepancies in the bid documents. Failure to familiarize himself/herself with applicable laws will in no way relieve him/her from responsibility.

The submission of a bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of the bid document, that without exception, the bid is premised upon performing the services and/or furnishing the commodities and materials and such means, methods, techniques, sequences or procedures as may be

indicated in or required by the bid documents, and that the bid documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of performance and furnishing of the goods and/or services.

4. Modification and Withdrawal of Bids

Bids will be valid and irrevocable for at least 120 days. Bidder may change or withdraw a bid at any time prior to the submittal deadline. All changes or withdrawals must be made in writing to the Town Clerk. Oral/Verbal modifications will not be allowed and will be disregarded. After expiration of the period for receiving bids, no bids may be withdrawn or modified. Bidders must not assign or otherwise transfer their bid response.

5. Acceptance or Rejection of Bids

No bid will be accepted from, nor will any contract be awarded to any person or firm who is in arrears to the Town, upon any debt or contract, or who is a defaulter, as surety or otherwise, upon any obligation to the Town, or who is deemed nonresponsible or unreliable to the Town, or who has been debarred by a federal, State of Florida, or Florida public entity.

The Town reserves the right to disqualify any bid before or after the submission date, upon evidence of collusion with intent to defraud, or other illegal practices on the part of the Bidder. The Town reserves the right to waive any immaterial defect or informality in any bid; to reject any or all bids in whole or in part, or to withdraw or re-advertise the solicitation.

6. Bidder's Expenditures

Bidder understands and agrees that any expenditure they make in preparation and submittal of bid or in performance of any services requested by the Town in connection with the bid are exclusively at the expense of the bidder. The Town will not pay or reimburse any expenditure or any other expense incurred by any bidder in preparation of a bid, or anticipation of an award of a contract, or to maintain the approved status of the Successful Bidder(s) if a Contract is awarded, or administrative or judicial proceedings resulting from the solicitation process.

7. Addendum

If the bidder should be in doubt as to the meaning of any of the bid documents, or is of the opinion that the plans and/or specifications contain errors, contradictions or reflect omissions, bidder shall submit a written request to the Procurement Division at procurement@miamilakes-fl.gov. Interpretations or clarifications deemed necessary by the Procurement Division in response to such questions will be issued on official addendum. The Town reserves the right to postpone the date for receipt and opening of Bids and will make a reasonable effort to give at least five (5) calendar days' notice prior to the deadline, of any such postponement to prospective Bidders. Any such postponement will be announced through the issuance of an addendum posted to the Town's website.

The issuance of written addendum is the only official method whereby interpretation, clarification, changes or additional information can be given. It is the bidder's sole responsibility to check the Town's Procurement website prior to the bid submittal deadline to ensure that the bidder has a complete, up-to-date package.

8. Cone of Silence

"Cone of Silence," as used herein, means a prohibition on any communication regarding a particular Request for Proposal ("RFP"), Request for Qualification ("RFQ") or bid. Pursuant to Section 2-11.1(t) of the County Code, all Bid solicitations, once advertised and until an award recommendation has been forwarded to the appropriate authority are under the "Cone of Silence". Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in writing to the attention of the Procurement Manager and shall contain the requester's name, address, and telephone number. During Cone of Silence the following is prohibited: Any communication regarding this bid between a potential vendor, service provider, bidder, lobbyist, or consultant and the Town's professional staff including, but not limited to Town Council, the Town Manager and his or her staff. All communication regarding this bid should be sent in writing only to the Procurement Division at procurement@miamilakes-fl.gov.

9. Certification of Accuracy

Bidder, by signing and submitting its bid response, certifies and attest that all Forms, Affidavits and documents related thereto included in its bid, in support of its bid are true and accurate. Any Bidder who submits in its bid response any information that is determined by the Town, in its sole opinion, to be substantially inaccurate, misleading, exaggerated, or incorrect, will be disqualified from consideration for award of the Contract.

10. Clarifications

The Town reserves the right to make site visits, visit the bidder's place(s) of business, to request clarifications of information submitted and to request or obtain any necessary supporting documentation or information of one or more bidders, after the deadline for bid submittal.

11. Subcontractor(s)

Subcontractor(s) are an individual or company who has a contract with the Bidder to assist in the performance of the work required under this Bid. Subcontractor(s) will be paid through Bidder and not paid directly by the Town. Bidder must clearly reflect in its Bid the major Subcontractor(s) to be utilized in the performance of the work. Any and all liabilities regarding the use of a Subcontractor(s) will be borne solely by the Successful Bidder(s) and insurance for each Subcontractor(s) must be maintained in good standing and approved by the Town throughout the duration of the Contract. Neither the Successful Bidder(s) nor any of its Subcontractor(s) are considered to be employees or agents of the Town.

12. Awards

The Town reserves the right, in its sole discretion, as the best interest of the Town may require, to make award(s) by individual item, group of items, all or none, or a combination thereof; on a geographical basis and/or with one or more vendors, contractors, consultants or specialists; or to reject any and all Proposals or waive any minor irregularity or technicality in the Proposals received. The Town does not represent that any award will be made.

If applicable, the bidder to whom award is recommended shall execute a written contract prior to award by the Town Council. If the bidder to whom the first award is made fails to enter into a contract as herein provided, the contract may be let to the next lowest bidder or next ranked proposer as applicable who is responsible and responsive in the opinion of the Town.

13. Local Preference

This RFP is subject to the Local Business Preference as specified in Ordinance 12-142 of the Town Code. Information on the Local Business Preference can be found at http://www.miamilakes-fl.gov/index.php?option=com_content&view=article&id=102&Itemid=305.

14. Business Tax Receipt Requirement

Bidder must meet the Town's Business Tax Receipt requirements in accordance with the Town Code, as amended. Bidders with a business location outside the Town must meet the applicable local or County Business Tax Receipt or Occupational License requirements.

15. Protest Process

Any Bidder wishing to file a protest as to the requirements or award of this RFP must do so in accordance with Ordinance 12-142 (Procurement Ordinance), which is available at http://www.miamilakes-fl.gov/index.php?option=com_content&view=article&id=67&Itemid=269.

16. Non-Exclusive Contract

It is the intent of the Town to enter into a contract with all successful Bidder(s) that will satisfy its needs as described herein. However, the Town reserves the right, as deemed in its best interest, to perform, or cause to be performed, the Work and services, or any portion thereof, as it sees fit, including but not limited to: award of other contracts, use of another contractor, or perform the Work with its own employees.

17. Compliance with Federal Standards

All items to be purchased under resultant contract shall be in accordance with all governmental standards, to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

18. Compliance with Federal Regulations Due to Use of Federal Funding

If the goods or services to be acquired under this Solicitation are to be purchased, in part or in whole, with Federal funding, it is hereby agreed and understood that Section 60-250.4, Section 60-250.5, and Section 60-741.4 of Title 41 of the United States Code, which addresses Affirmative Action requirements for disabled workers, is incorporated into this Solicitation and resultant contract by reference.

19. Contingent Fees

Bidder represents and warrants to the Town that it has not employed or retained any person or company, to solicit or secure the award of a contract, and that it has not offered to pay, paid, or agreed to pay any person, company, corporation, or firm any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with, the award or making of a contract.

20. Nondiscrimination

Bidder agrees that it will not discriminate as to race, sex, color, age, religion, national origin, marital status, or disability in connection with its performance under this solicitation. Furthermore, Bidder agrees that no otherwise qualified individual will solely by reason of his/her race, sex, color, age, religion, national origin, marital status or disability be excluded from the participation in, be denied benefits of, or be subjected to, discrimination under any program or activity.

21. Assignment; Non-Transferability of Response

A Response must not be assigned, transferred, purchased, or conveyed. A Bidder who is purchased by or merged with any other corporate entity during any stage of the Proposal process, from date of submission of the Response through, to and including awarding of and execution of a contract, will have its Response deemed non-responsive and will not be considered or further considered for award.

22. Public Entity Crimes Act

In accordance with the Public Entity Crimes Act, (Section 287.133, Florida Statutes) a person or affiliate who is a contractor, who had been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to the Town, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to the Town, 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 the Town in excess of the threshold amount provided in Section 287.917, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section by the Contractor will result in rejection of the Bid, termination of the contract, and may cause Contractor debarment.

23. Conflict of Interest

Bidder must complete the Conflict of Interest Affidavit certifying that its Bid Submittal is made independently of any assistance of participation from any Town employee, elected official, or contractor working for or on behalf of the Town, who assisted in any aspect with the development, evaluation, or award of this or any solicitation issued by the Town.

Town employees may not contract with the Town through any corporation, or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more). Immediate family members, including spouse, parents, and children are also prohibited from contracting with the Town without the prior approval of the Town Council.

Miami-Dade County Ordinance 2-11.1, Conflict of Interest & Code of Ethics ordinance or the provisions of Chapter 112, Part III, Fla. Stat., Code of Ethics for Public Officers and Employees, as applicable and as amended are hereby included into and made a part of this solicitation.

24. Collusion

Bidder certifies that its bid is made without previous understanding, agreement or connection either with any person, firm, or corporation submitting a bid for the same services, or with any Town department. Bidder certifies that its bid is fair, without control, collusion, fraud, or other illegal action. Bidder further certifies that it is in compliance with the conflict of interest and code of ethics laws. The Town will investigate all situations where collusion may have occurred and the Town reserves the right to reject any and all bids where collusion may have occurred. Bidder must include in its bid the Non-Collusive Affidavit. Failure by the bidder to submit this affidavit will result in the bid being deemed non-responsive.

25. Drug Free Workplace

Bidder that meets the requirements of Florida Statute 287.087 will receive preference should a tie occur in the ranking of the Responses by the Evaluation Committee. Should a tie in the ranking of Responses occur the tied Bidders will be requested to submit an affidavit, if applicable, attesting to meeting the requirements.

26. Contract Terms and Conditions

The Bidder(s) selected to provide the services requested herein (the "Successful Bidder(s)") will be required to execute a contract with the Town. The terms, conditions, and provisions in the solicitation document are included and incorporated in the final contract.

END OF SECTION

SECTION II SCOPE OF SERVICES

1. Purpose

The Town of Miami Lakes, Florida, ("Town") is accepting sealed Proposals from qualified and experienced firms to provide Bus Operations Services for the Town's fixed route and on-demand circulator buses in accordance with all applicable standards/codes and the terms, conditions and specifications contained in the Request for Proposals ("RFP") and associated Exhibits.

2. Vehicles

The Town shall provide the following three (3) buses to the Contractor for use solely in connection with the services stipulated herein:

<u>Vehicle Identification Number (VIN)</u>	<u>Year</u>	<u>Make</u>
1N9MNAE34DC084193	2012	El Dorado
1N9MNAC66DC084192	2012	El Dorado
1FDFE4FP6ADA12828	2005	Ford

At the conclusion of each day's route, buses are to be retrieved and dropped off at the following address: City of Hialeah Transit Facility, 900 E 56 Street, Hialeah, FL 33013. The Town utilizes the facilities of the City of Hialeah ("Hialeah") for the storage, fueling and maintenance of the buses. Hialeah's responsibilities related to the buses are outlined in an Interlocal agreement between the Town and Hialeah (reference Exhibit "B").

3. Contracted Services

The Town has developed the following operating schedules and bus blocks and will be responsible for any adjustments or changes to the schedules. Contractor will provide the following services using the Town-owned buses:

3.1 Circulator Service: The Contractor shall operate one fixed-route using two buses. The Contractor shall provide the fixed-route bus services every Monday through Friday from 6:00 a.m. to 10:40 a.m., and from 2:15 p.m. through 7:00 p.m., except during New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day or Christmas Day when these services will not be provided by Contractor. The Town will be responsible for designation of the pick-up and delivery points (reference Exhibit "C" Current Circulator Route).

3.2 On-Demand Service: On an as-needed basis as determined by the Town, the Contractor shall operate the on-demand service using one bus. The current demand-response service operates every Monday through Friday between 8:00 a.m. and 3:15 p.m. and Sundays between 9:00 a.m. to 2:00 p.m., except during New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day or Christmas Day. Passengers must be picked up within ten (10) minutes of the scheduled time.

Contractor input will be solicited for adjustments in running times and must report any ongoing schedule adherence problems.

4. Contractor Responsibilities

4.1 Contractor will lease the three (3) vehicles from the Town at the rate of \$1.00 annually. These buses must be covered by the Contractor's insurance, and it will be the

responsibility of the Contractor to get all necessary permits and tags for these buses. The Town may provide replacement buses during the course of this agreement. Any replacement buses will be covered by the Contractor's insurance, and it will be the responsibility of the Contractor to get all necessary permits and tags for any replacement buses. The Contractor agrees to have a ready-for-service spare bus, owned by the Contractor and covered by the Contractor's insurance with all necessary permits and tags, available for use within the Town of Miami Lakes and its vicinity.

- 4.2** Compliance with Permits and Licenses: Contractor shall perform the Services under this Agreement in compliance with applicable federal, state, and local laws, rules, and ordinances applicable to the Services. Contractor shall be responsible for obtaining, at its own cost and expense, any and all licenses and/or permits required to perform the Services; provided, however, that the Town shall be responsible and pay for all vehicle licensing, fees, registration, and taxes applicable to all vehicles provided by the Town.
- 4.3** Contractor will be responsible for all hiring, training and scheduling of bus drivers. The drivers employed by the Contractor for the purpose of providing the bus services shall be properly licensed and trained operators. The drivers shall complete any and all required training prior to operating buses and possess the qualifications as required by the State of Florida and Miami-Dade County, Florida, including a current commercial driver's license with a passenger endorsement. The Contractor shall ensure that all drivers are familiar with and trained in all policies and procedures, regardless of distribution of written materials to same.
- 4.4** Contractor shall provide road supervision as required to monitor drivers, buses, quality of service, and adherence to all established routes and time schedules, and to respond to emergency calls. The Contractor shall provide knowledgeable, effective supervisory staff to support the transit operation. The Contractor will recruit, hire, train and employ supervisory personnel, including a site manager, dispatchers and road supervisors for the purpose of overseeing the operation of service, and to ensure safe, reliable transit service. Any on-site office space Contractor may require in order to facilitate the services, to include office trailer, etc. will be the sole responsibility of the Contractor.
- 4.5** The Contractor shall develop, implement, and maintain a formal safety program including periodic safety meetings, participation in safety organizations, safety incentives offered by the Contractor to drivers and other employees, and participation in risk management activities under the auspices of the Contractor's insurance carrier or other organization.
- 4.6** The Contractor shall periodically provide standardized uniforms at no charge to each driver. The uniform shall identify the name of the Town and Town logo. The uniform shall not include the Contractor's name. The uniforms must be of sufficient quantity to maintain good grooming and be clean and neat and worn at all times during performance of Services. The Contractor will provide a sample of the uniform for the Town Manager's approval prior to use. Any driver not wearing the approved uniform while on duty is prohibited from performing Services under the Agreement.
- 4.7** The Contractor shall at all times maintain buses in good mechanical condition and safe operating condition, and in conformity with all applicable local, state, and federal safety regulations. The Contractor will clean and fumigate the buses. The interior of the bus shall be maintained in a clean manner by the drivers daily.
- 4.8** From time to time, the Town may provide handout materials to be distributed to the riders. Such directive to hand out materials will be provided in writing from Town's designee.

Contractor shall not disseminate any other materials than those directed in writing by the Town's designee.

- 4.9** The Contractor shall implement a written dispute resolution process for the rapid resolution of passenger complaints regarding the bus services. The Contractor shall document passenger complaints and describe any actions taken to resolve such complaints and verbally report to the Town transit manager the complaints and actions taken within the same business day of any complaint and in writing within twenty-four (24) hours.
- 4.10** Contractor shall invoice the Town on a monthly basis for all Services provided during the prior month. The Contractor will use the Town's standard invoice form. Payments will be made in accordance with the Florida Prompt Payment Act.
- 4.11** The Contractor acknowledges that time is of the essence in the performance of the Services. In the event of delays, the Town will utilize the deductions set forth in the Agreement under Contractor Non-Performance Deductions (reference Exhibit "A").
- 4.12** Contractor shall maintain compliance with all applicable laws, ordinances, codes, rules and regulations of federal, state and local governments, including the Town's ordinances and policies, relating to transportation systems. The Contractor will adhere to all United States Department of Transportation, Federal Transit Administration and Florida Department of Transportation regulations in order that the Town will remain and/or retain its eligibility for any and all Operating and Capital assistance funding programs. The Contractor shall comply with the Town of Miami Lakes System Safety Program Plan and the Security Program Plan, attached hereto and incorporated herein as Exhibits "D" & "E" and ensure compliance with the Interlocal Agreement for Distribution, Use and Reporting of Charter County Transit System Surtax Proceeds attached hereto and incorporated herein as Exhibit "F".

END OF SECTION

SECTION III PROPOSAL REQUIREMENTS AND SELECTION PROCESS

1. Minimum Qualification Requirements

The Town is seeking to procure a qualified and experienced company meeting the following requirements:

- 1.1 Firm is licensed by the State of Florida and Miami-Dade County to provide commercial transportation services and be currently and continuously engaged in providing such services for a minimum of three consecutive (3) years (no less than 36 months).
- 1.2 Firm has provided circulator services to a minimum of three (3) entities within the past (5) years.
- 1.3 Firm has provided on-demand services to a minimum of two (2) entities within the last five (5) years.
- 1.4 Firm acknowledges and demonstrates compliance with applicable local, state and federal laws and regulations in the performance of the services stipulated herein to include but not be limited to written drug and alcohol testing policy.

The Town will consider a Proposal as 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. Proposer must include documentation substantiating such name change as part of its Response for the Town to consider crediting the years of experience from the Proposer under its previous name. Failure to include such documentation with the Response will result in a determination of non-responsive.

2. Submittal Requirements

Sealed written Proposal submittal package must be received by the Town of Miami Lakes; Town Clerk's Office, no later than the date, time, and at the location indicated in the RFP Legal Notice (Page 2), in order to be considered responsive. Faxed or emailed documents are **not** acceptable. **Responses received at any other location than the aforementioned or after the Proposal submission date and time will be deemed non-responsive and will not be considered.**

Only one (1) Response from an individual, firm, partnership, corporation, business entity, will be considered in response to this RFP. An individual, firm, partnership, or corporation that submits a Response may not be a subcontractor on another Response submitted under this RFP.

Proposals must be submitted in the form of one (1) original and four (4) duplicate copies of the original and one (1) duplicate PDF of the entire original proposal on CD-ROM or flash drive. Proposals must be submitted in sealed envelope(s) or package(s) with the RFP number, title, and opening date clearly noted on the outside of the envelope(s) or package(s) in the following manner: **"RFP No. 2016-44, BUS OPERATIONS SERVICES"**. The Procurement Division requests that proposers do not use spiral-binding or clear sheet protectors in their submittal package.

3. Schedule of Events

The Town will use the following tentative schedule in the selection process. The Town reserves the right to change and/or delay scheduled dates.

RFP Available	08/15/16
Deadline for Receipt of Questions (12:00 PM EST)	08/26/16
Proposals Due (11:00 AM EST)	09/09/16
Evaluation Committee Review/ Town Manager's Recommendation by	09/16/16

Council Award of Contract
Initial Term of Resultant Contract

10/04/16
11/01/16 – 03/30/2018

Inquiries with regard to this solicitation must be received in writing at the procurement@miamilakes-fl.gov email address by the submittal deadline stated above. No phone calls will be accepted.

4. Proposal Format

The proposal shall contain specific sections tabbed in accordance with the following format:

Tab 1: Qualifications and Experience

- a) In a cover letter signed by an authorized signatory of the firm not to exceed two (2) pages, clearly describe the ability to perform the scope of services proposed.
- b) Provide fact sheet with evidence to indicate that the firm meets the Minimum Qualification Requirements stipulated in Section III, Article 1. Proposers are required to use the Reference Verification Forms provided herein for Section III, Articles 1.2 and 1.3.
- c) Provide resumes for firm's key personnel who will be dedicated to oversee and supervise the services specified herein to include information about licenses, certifications and trainings.

Tab 2: Plan, Approach and Procedures

- a) Describe the firm's transition and management plan to be used, to include but not be limited to logistics, staff training, monitoring driver performance, dispatch coordination and daily/weekly/monthly/annual safety protocols as they pertain to operators and vehicles.
- b) Explain how your firm will coordinate compliance with the Town's Bus Transit System Safety Program Plan (SSPP) and Security Program Plan (SPP) and assist the Town in updating the plan and other required documentation in accordance with FDOT and applicable regulatory agencies.
- c) Identify in detail the process for ridership data collection, including what data is collected, stored and how frequently the data is updated and reported. Provide sample copies of ridership data collected.
- d) Provide a detailed description of the process to be used for riders requesting transportation by the Town, including receipt, dispatch and distribution to driver(s), quality control to ensure riders are picked up on a timely basis, identification and handling of special needs (ie. wheelchair access, entry access, etc.)
- e) Explain the process and procedure for the receipt, investigation and resolution of rider complaints.
- f) Attach policies and procedures to demonstrate compliance of applicable local, state and federal laws and regulations in the performance of the services.

Tab 3: Client References

Proposer shall provide a list of at least three (3) clients that proposer has provided similar services in the past three (3) years. Governmental references are preferred. The Proposer's Reference Form is located in Section IV and shall be used to supply the required client reference information.

Tab 4: Form of Agreement

Proposer shall include any comments related to the Town's form Agreement (reference Exhibit "A").

Tab 5: Required Forms

All forms in Section IV are required.

Tab 6: Required Documents

- a) Copy of Proposer's of State of Florida and Miami Dade County licenses.
- b) State of Florida Corporation certificate or other documentation to demonstrate company is registered to conduct business in the State of Florida.
- c) Copy of Business Tax Receipt.
- d) Current Certificate of Liability Insurance
- e) Provide most recent business financial statements as of a date not earlier than the end of the Proposer's preceding official tax accounting period, together with a statement in writing, signed by a duly authorized representative, stating that the present financial condition is materially the same as that shown on the balance sheet and income statement submitted, or with an explanation for a material change in the financial condition. Business income tax return for the past two (2) years will be accepted if financial statements are unavailable.

5. Review of Proposals for Responsiveness

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

6. Performance

It is the intention of the Town to obtain the services as specified herein from a source of supply that will give prompt and convenient service. The awarded Proposer(s) must be able to perform as required under the scope of services. Any failure of Contractor to comply with these conditions may be cause for terminating any resulting contract immediately upon notice by the Town. The Town reserves the right to obtain these products from other sources, when necessary, should Contractor be unable to perform on a timely basis and such delay may cause harm to the using department or Town residents.

7. Contract Term

The initial contract period shall commence on November 1, 2016 and expire on March 30, 2018. The Town reserves the right to extend the contract for two (2) additional one (1) year periods, providing both parties agree to the extension and all terms, conditions and specifications remain the same. Contract renewal shall be based on satisfactory performance, mutual acceptance, and determination that the Contract is in the best interest of the Town.

8. Cost Adjustments

8.1 Costs for all services purchased under this contract shall remain firm for the initial contract period. Costs for subsequent years and any extension term years shall be subject to an adjustment only if increases occur in the industry. However, unless very unusual and significant changes have occurred in the industry, such increases shall not exceed five percent (5%) per year or, whichever is less, the latest yearly percentage increase in the All Urban Consumers Price Index (CPI-U) (All Items), for the Miami-Ft. Lauderdale, FL area, as published by the Bureau of Labor Statistics, U.S. Department of Labor. The yearly increase or decrease in the CPI shall be the latest index published and available ninety (90) days prior to the end of the contract year then in effect compared to the index for the same month one (1) year prior. Any requested price increase shall be fully documented and submitted to the Town at least ninety (90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective upon the anniversary date of the contract. In the event the CPI or industry costs decline, the Town shall have the right to receive from the Contractor a reasonable reduction in costs that reflect such cost changes in the industry.

8.2 The Town may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or any decreases are considered to

be insufficient. In the event the Town does not wish to accept the adjusted prices and the matter cannot be resolved to the satisfaction of the Town, the contract can be cancelled by the Town upon giving thirty (30) days written notice to the Contractor.

9. Insurance

Without limiting any of the other obligations or liabilities of Contractor, the Contractor must secure and maintain throughout the duration of this Contract, insurance of such type and in such amounts necessary to protect its interest and the interest of the Town against hazards or risks of loss as specified below. The underwriter of such insurance must be qualified to do business in the State of Florida, be rated "B" as to management and "Class V" as to strength or better as rated by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent. The insurance carrier must have agents upon whom service of process may be made in the State of Florida. The insurance coverage must be primary insurance with respect to the Town, its officials, employees, agents and volunteers. Any insurance maintained by the Town will be in excess of the Contractor's insurance and will not contribute to the Contractor's insurance. The insurance coverages must include a minimum of:

Worker's Compensation and Employer's Liability Insurance:

Coverage to apply for all employees for statutory limits as required by the State of Florida's Statutory Workers' Compensation Law and all applicable Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$1,000,000 each accident and a waiver of subrogation. The policies must include:

- 1) Waiver of subrogation
- 2) Statutory State of Florida
- 3) Limit of Liability

Employer's Liability:

Limit for each bodily injury by an accident must be at least \$1,000,000 policy limit for each accident, per employee, including bodily injury caused by disease.

Comprehensive Business Automobile and Vehicle Liability Insurance:

This insurance must be written in comprehensive form and must protect the Contractor and the Town against claims for injuries to members of the public and/or damages to property of others arising from the Contractor's use of motor vehicles or any other equipment and must cover operation with respect to onsite and offsite operations and insurance coverage must extend to any motor vehicles or other equipment irrespective of whether the same is owned, non-owned, or hired. The limit of liability must not be less than \$1,000,000 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsement, as filed by the Insurance Services Office.

Commercial General Liability ("CGL")

This insurance must be written in comprehensive form and must protect the Contractor and the Town against claims arising from injuries to members of the public or damage to property of others arising out of any act or omission to act of the Contractor or any of its agents, employees, or subcontractors. The limit of liability must not be less than \$1,000,000 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a primary and non-contributory basis and with a coverage form no more restrictive than the latest edition of the Commercial General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include: (1) Premises and/or Operations; (2) Independent contractors and Products and/or completed Operations; (3) Broad Form Property Damage, Personal Injury and a Contractual Liability Endorsement, including any hold harmless and/or indemnification agreement.

1. Products and/or Completed Operations for contracts with an Aggregate Limit of at least \$500,000 for the term of the Contract. Contractor must maintain in force until at least three years after completion of all Work required under the Contract, coverage for Products and Completed Operations, including Broad Form Property Damage.
2. Personal and Advertising Injury with an aggregate limit of at least \$1,000,000.
3. CGL Required Endorsements: Employees included as insured, Contingent, Liability/Independent Contractors Coverage, Contractual Liability, Waiver of Subrogation, Premises and/or Operations, Loading and Unloading.
4. Excess Liability Insurance (Umbrella Policy) with an aggregate limit and per occurrence limit of not less than \$5,000,000.

Town is to be expressly included as an **Additional Insured** on Contractor's CGL and Umbrella policies.

Certificate of Insurance

Contractor must provide the Town Manager or designee with Certificates of Insurance for all required policies within fifteen (15) days of notification of a conditional award by the Town. The Certificates of Insurance must not only name the types of policy(ies) provided, but also must specifically cite this Contract and must state that such insurance is as required by this Contract. The Town reserves the right to require the Contractor to provide a certified copy of such policies, upon written request by the Town. Each policy certificate must be endorsed with a provision that not less than thirty (30) calendar days' written notice must be provided to the Town before any policy or coverage is cancelled, restricted, or a material change is made. Acceptance of the Certificate(s) is subject to approval of the Town Manager or designee.

Additional Insured

The Town is to be specifically included as an Additional Insured for the liability of the Town resulting from operations performed by or on behalf of Contractor in performance of this Contract. The Town must be named as Additional Insured under the CGL, business automobile insurance and umbrella policies. Town must be named as an additional insured under Contractor's insurance, including that applicable to the Town as an Additional Insured, must apply on a primary basis and any other insurance maintained by the Town will be in excess of and will not contribute to Contractor's insurance. Contractor's insurance must contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance must apply to each Insured or Additional Insured in the same manner as if separate policies had been issued to each.

All deductibles or self-insured retentions must be declared to and be approved by the Town Manager. The Contractor is responsible for the payment of any deductible or self-insured retentions in the event of any claim.

10. Evaluation Method and Criteria

The selection of a Proposer will be based on the Proposal most advantageous to the Town based the following evaluation criteria on a 100-point scale:

- Proposer's Qualifications, Experience and References = 30 Points
- Proposer's Plan, Approach and Procedures = 40 Points
- Price Proposal = 30 Points
 - The responsive Proposal with the lowest hourly price for Item "A" on the Price Proposal Form will be given the full weight as identified below. Every other Proposal will be given points proportionally in relation to the lowest price. This point total will be calculated by dividing the lowest hourly price by the hourly price of the Price Proposal being evaluated with the result being multiplied by the

maximum weight for the price to arrive as a cost score of less than the full score for price.

$$\frac{\text{Lowest Price Proposed}}{\text{Proposer's Price}} \times \text{Total Points for Price} = \text{Price Score}$$

Example: $\frac{\$20.00}{\$30.00} \times 30 = 20 \text{ points}$

The above criterion is provided to assist the Proposers in the allocation of their time and efforts during the submission process. The criterion also guides the Evaluation Committee during short-listing and final ranking of Proposers by establishing a general framework for those deliberations. Past performance of Proposers services may also be included in determining recommendation for award. During the evaluation process, Town reserves the right, where it may serve the Town's best interest to request additional information or clarification from Proposers.

Each proposal will be evaluated individually and in the context of all other proposals. Proposals must be fully responsive to the requirements described in this RFP and to any subsequent requests for clarification or additional information made by the Town through written addenda to this RFP. Proposals failing to comply with the submission requirements, or those unresponsive to any part of this RFP, may be disqualified. There is no obligation on the part of the Town to award the proposal to the lowest priced Proposer, and the Town reserves the right to award the contract to the Proposer submitting the best overall responsive proposal which is most advantageous and in the best interest of the Town in achieving the service, and to waive any irregularity or technicality in the proposals received. The Town shall be the sole judge of the proposals that offer the best value and the resulting agreement that is in its best interest and its decision shall be final.

11. Oral Presentations

Short-listed Proposers/finalists may be required to provide an oral presentation and/or question and answer ("Q&A") session in support of their proposals or to exhibit or otherwise demonstrate the information contained therein or by conference telephone call for clarification purposes only, prior to an award recommendation. The Firm's Project/Account Manager shall be the sole presenter. The Evaluation Committee may elect to re-rank the finalist's proposals. Should the Town require an oral presentation and/or Q&A; the Proposer will be notified five (5) days in advance of appearing before the Evaluation Committee.

12. Negotiations

Contract(s) may be awarded on the basis of initial offers received, without discussion. Therefore, each initial offer should contain the Proposer's best terms from a monetary and technical standpoint. Pursuant to Paragraph 5(b) of Section 287.055, Florida Statutes, the Town, at its sole discretion, reserves the right to enter into contract negotiations with the number one ranked, responsive, responsible Proposer. If the Town and said Proposer cannot negotiate a Successful Contract, the Town may terminate said negotiations and begin negotiations with the number two ranked, responsive, responsible Proposer. This process will continue until a contract acceptable to the Town has been executed or all proposals are rejected. No Proposer shall have any rights against the Town arising from such negotiations or termination thereof.

13. Evaluation Procedures

The procedure for Proposal evaluation and selection is as follows:

- a. Request for Proposals issued.
- b. Receipt of Responses.
- c. Opening and listing of all Responses received.

- d. Preliminary review of the Responses by Town staff for compliance with the submission requirements of the RFP, including verification that each Response includes all required documents.
- e. Review by Town Staff to confirm that the Proposer's Team is qualified to render the required services according to applicable federal, state and local laws, codes and regulations.
- f. The Evaluation Committee ("Committee"), appointed by the Town Manager, will meet to evaluate and rank each responsive Proposal in accordance with the requirements of the RFP. At the Committee's option, the Proposers may be required to attend an interview session. The Committee may, at its sole discretion, shortlist the proposers and may invite only the shortlisted firms to an interview session.
- g. The Committee forwards its recommendation of the most qualified Proposer(s) to the Town Manager inclusive of the ranking of the Responses.
- h. The Town Manager will review the Evaluation Committee's recommendation and make a recommendation to the Town Council for award, reject all Responses, or return the recommendation to the Committee for reconsideration. In the event of a tie, the recommendation of the Town Manager will control. The Town Manager may submit a recommended Proposer or "short list" of a combination of a recommended Proposer and the "short list" to the Town Council.
- i. As stated in the solicitation, the Town Manager may conduct negotiations with the highest ranked Proposer.
- j. If the Town Manager is unsuccessful in negotiating a Contract with the selected Proposer the negotiations with the Proposer may be terminated and the Town Manager will attempt to negotiate a Contract with the next highest ranked Proposer and so on.
- k. The Town Council will make the final selection and award.

END OF SECTION

STATEMENT OF NO-RESPONSE

If your company will not be submitting a response to this Bid/RFP, please complete this Statement of "No" Response Sheet and return, prior to the Bid/RFP Due Date established within, to:

The Town of Miami Lakes
 Procurement Division
 6601 Main Street
 Miami Lakes, FL 33014
 Email: procurement@miamilakes-fl.gov

This information will help The Town of Miami Lakes in the preparation of future Bids/RFPs.

Bid/RFP Number: _____ Title: _____

Company Name: _____

Contact: _____

Address: _____

Telephone: _____ Facsimile: _____

√	Reasons for "NO" Response:
	Unable to comply with product or service specifications.
	Unable to comply with scope of work.
	Unable to quote on all items in the group.
	Insufficient time to respond to the Request for Proposal.
	Unable to hold prices firm through the term of the contract period.
	Our schedule would not permit us to perform.
	Unable to meet delivery requirements.
	Unable to meet bond requirements.
	Unable to meet insurance requirements.
	Other (Specify below)

Comments: _____

Signature: _____ Date: _____

**SECTION IV
REQUIRED FORMS**

PRICE PROPOSAL FORM

RFP 2016-44 BUS OPERATIONS SERVICES			
Item	Description of Service	Service Days	Hourly Rate
A	CIRCULATOR & ON-DEMAND	Monday - Friday	\$_____ Rate Per Hour
B	ON-DEMAND ONLY	Sunday	\$_____ Rate Per Hour

Notes:

1. Proposers must propose on all line items in the price table in order to be considered responsive to the solicitation.
2. The Town anticipates a minimum of 325 Circulator Service hours per month. The Town reserves the right to adjust the hours and timing based on actual demand. This also applies to the routes and number of stops, which may be adjusted based on data gathered by the Contractor during operations.
3. Historical usage for on-demand services indicates an average of 530 rides requested per month.
4. All rates must include the cost of a Dispatcher.
5. Contractor will charge Town a fixed time of 15 minutes per route, per day for fueling time. If the bus is not fueled each day the Town will not be charged for fueling time.
6. The driver shall not delay upon arrival and return to perform pre-trip and post-trip inspections.
7. The hourly rate for out-of-contract services performed outside normal operating hours will be billed at the same rate as set forth herein or a lower negotiated amount confirmed in writing signed by both parties.

By signing below, proposer certifies that the information contained in its Price Proposal includes all costs for the Services in accordance with the terms, conditions and specifications contained in this RFP. The Town at its sole discretion may negotiate the elements of the fees with the Proposer.

Firm's Name: _____ F.E.I.N. No.: _____

Town/State/Zip: _____

Signature of Authorized Signatory: _____

Printed Name/Title: _____ Email Address: _____

**CERTIFICATE OF AUTHORITY
(IF CORPORATION)**

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 to execute proposals on behalf of the corporation and providing that his/her execution thereof, attested by the secretary of the corporation, is the official act and deed of the corporation. 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: _____ Print: _____

**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 to execute proposals on behalf of the partnership and provides that his/her execution thereof, attested by a partner, is 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: _____ Print: _____

**CERTIFICATE OF AUTHORITY
(IF JOINT VENTURE)**

Joint ventures must submit their joint venture agreement indicating that the person signing this Bid is authorized to sign Bid documents on behalf of the joint venture and submit the appropriate Certificate of Authority (corporate, partnership, or individual).

**CERTIFICATE OF AUTHORITY
(IF INDIVIDUAL)**

I HEREBY CERTIFY that, I (Name) _____, individually and doing business as (d/b/a) _____ (If Applicable) have executed and am bound by the terms of the Proposal to which this attestation is attached.

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

Signed: _____ Print: _____

NOTARIZATION

STATE OF _____)

) SS:

COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____,
20____, by _____, who is personally known to me or who has produced
_____ as identification and who (did/did not) take an oath.

SIGNATURE OF NOTARY PUBLIC

STATE OF FLORIDA

PRINTED, STAMPED OR TYPED

NAME OF NOTARY PUBLIC

RFP 2016-44
ADDENDUM ACKNOWLEDGEMENT FORM

Listed below are the dates of issue for each Addendum received in connection with this RFP:

Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____

_____ No Addendum issued for this RFP

Firm's Name: _____

Signature: _____

Printed Name/Title: _____

PROPOSER PROFILE FORM

By submitting this Proposal, firm certifies the truth and accuracy of all information contained herein.

Proposer's Business Name _____

Contact Person _____ Title _____

Email Address _____ Phone Number _____

A. Business Information

1. How many years has your company been in business under its current name and ownership?

a. Professional Licenses/Certifications (include name and number)* Issuance Date

b. Date company licensed by the State of Florida or Miami-Dade County: _____

c. State and Date of Incorporation: _____

d. What is your primary business? _____

(This answer should be specific)

2. Name and Licenses of any prior companies:

Name of Company	License No.	Issuance Date

3. Type of Company (circle one):

Corporation "S" Corporation LLC Sole Proprietorship

Other: _____

(Corporations will be required to provide a copy of their corporate resolution prior to executing a contract).

4. Company Ownership

a. Identify all owners of the company

Name	Title	% of ownership

b. Is any owner identified above an owner in another company? ☐ Yes ☐ No

If yes, identify the name of the owner, other company names, and % ownership

c. Identify all individuals authorized to sign for the company, indicating the level of their authority (check applicable boxes and for other provide specific levels of authority)

Name	Title	Signatory Authority			
		All	Cost	No-Cost	Other
_____		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Explanation for Other:

5. Employee Information

Total No. of Employees: _____ Number of Managerial/Admin. Employees: _____

Number of buses owned: _____ Number of CDL drivers: _____

6. Has any owner or employee of the company ever been convicted of a federal offense or moral turpitude: If yes, please explain:

7. Insurance Information (**Attach Firm's current Certificate of Liability Insurance**)

a. Insurance Carrier name & address: _____

b. Insurance Contact Name, telephone, & e-mail: _____

c. Insurance Experience Modification Rating (EMR): _____

(if no EMR rating please explain why)

d. Number of Insurance Claims paid out in last 5 years & value: _____

8. Bank References:

Bank	Address/City/State/Zip	Telephone
_____	_____	_____
_____	_____	_____
_____	_____	_____

9. Have any claims lawsuits been filed against your company in the past 5 years? If yes, identify all where your company has either settle or an adverse judgment has been issued against your company. Identify the year basis for the claim or judgment & settlement unless the value of the settlement is covered by a written confidentiality agreement. _____

10. To the best of your knowledge is your company or any officers of your company currently under investigation by any law enforcement agency or public entity? If yes, provide details: _____

11. Has your company been assessed liquidated damages or defaulted on a project in the past five (5) years? _____ Yes _____ No (If yes, provide an attachment that provides an explanation of the project and an explanation. _____

12. Has your company been cited for any OSHA or Dept. of Labor violations in the past five (5) years? If yes, please provide an attachment including all details on each citation. Yes _____ No _____

13. Have any complaints against your company been filed with Miami-Dade County or any other governmental entity? Yes ____ No ____ If yes, provide an attachment identifying how many and explanation of the basis and resolution of the complaint. Identify all complains that have not been resolved.
14. Provide an attachment listing all of the equipment, with a value of \$3,000 or greater, owned by your company.
15. Provide an attachment listing of all equipment that your company does not own but plans to rent, lease, or borrow for the performance of the work.

[End of Form]

PROPOSER'S REFERENCE VERIFICATION FORM***CIRCULATOR SERVICES***

Proposer has provided circulator services to a minimum of three (3) entities within the past (5) years. **PROPOSER MUST USE THIS FORM IN ORDER TO DEMONSTRATE COMPLIANCE WITH THIS REQUIREMENT.**

- 1) Name of Client Entity: _____
 Address: _____
 City/State/Zip: _____
 Contact: _____
 Title: _____
 Email Address: _____
 Telephone: _____
 Scope of Work: _____
 Contract Start/End Dates: _____
 Contract Amount: \$ _____

- 2) Name of Client Entity: _____
 Address: _____
 City/State/Zip: _____
 Contact: _____
 Title: _____
 Email Address: _____
 Telephone: _____
 Scope of Work: _____
 Contract Start/End Dates: _____
 Contract Amount: \$ _____

- 3) Name of Client Entity: _____
 Address: _____
 City/State/Zip: _____
 Contact: _____
 Title: _____
 Email Address: _____
 Telephone: _____
 Scope of Work: _____
 Contract Start/End Dates: _____
 Contract Amount: \$ _____

PROPOSER'S REFERENCE VERIFICATION FORM***ON-DEMAND SERVICES***

Proposer has provided on-demand services to a minimum of two (2) entities within the last five (5) years. **PROPOSER MUST USE THIS FORM IN ORDER TO DEMONSTRATE COMPLIANCE WITH THIS REQUIREMENT.**

1) Name of Client Entity: _____
Address: _____
City/State/Zip: _____
Contact: _____
Title: _____
Email Address: _____
Telephone: _____
Scope of Work: _____
Contract Start/End Dates: _____
Contract Amount: \$ _____

2) Name of Client Entity: _____
Address: _____
City/State/Zip: _____
Contact: _____
Title: _____
Email Address: _____
Telephone: _____
Scope of Work: _____
Contractor Start/End Dates: _____
Contract Amount: \$ _____

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA }
 } SS:
COUNTY OF MIAMI-DADE }

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

By:_____

Title:_____

Sworn and subscribed before this

_____ day of _____, 20____

Notary Public, State of Florida

(Printed Name)

My commission expires: _____

**SWORN STATEMENT ON PUBLIC ENTITY CRIMES
SECTION 287.133(3)(a), FLORIDA STATUTES**

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

1. This sworn statement is submitted to the Town of Miami Lakes

by _____
[print individual's name and title]

for _____
[print name of entity submitting sworn statement]

whose business address is

and (if applicable) its Federal Employer Identification Number (FEIN) is _____

(If the entity has no FEIN, include the Social Security Number of the individual

signing this sworn statement: _____)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)9g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or the United States, including, but not limited to, any bid or contract for goods and services to be provided to any public entity or an agency or political subdivision of any other state or of the United States involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

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

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

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

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

6. Based on information and belief, the statement that 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 officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, not any affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ This 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 determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **[attach a copy of the final order]**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO

UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Signature of Entity Submitting Sworn Statement

Sworn to and subscribed before me this _____ day of _____, 20____.

Personally known _____

OR produced identification _____ Notary Public – State of _____

_____ My commission expires _____

(type of identification)

(Printed, typed or stamped commissioned
name notary public)

CONFLICT OF INTEREST AFFIDAVIT

State of _____ }
 } SS:

County of _____ }

_____ being first duly sworn, deposes and says that he/she is the
(Owner, Partner, Officer, Representative or Agent) of _____, the Bidder that
has submitted the attached Bid/Proposal and certifies the following;

Bidder certifies by submitting its Bid that no elected official, committee member, or employee of the Town has a financial interest directly or indirectly in this transaction or any compensation to be paid under or through this transaction, and further, that no Town employee, nor any elected or appointed officer (including Town committee members) of the Town, nor any spouse, parent or child of such employee or elected or appointed officer of the Town, may be a partner, officer, director or proprietor of Bidder and further, that no such Town 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/Proposer. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Bidder. Any contract award containing an exception to these above described restrictions must be expressly approved by the Town Council. Further, Bidder recognizes that with respect to this solicitation, if any Bidder violates or is a party to a violation of the ethics ordinances or rules of the Town, the provisions of Miami-Dade County Code Section 2-11.1, as applicable to Town, or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Bidder/Proposer 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 Town. The terms "Bidder" as used herein, include any person or entity making a bid herein to Town or providing goods or services to Town.

Bidder further certifies that the price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered in the presence of:

By: _____

Witness

(Printed Name)

(Title)

BEFORE ME, the undersigned authority, personally appeared _____ to me well known and known by me to be the person described herein and who executed the foregoing Affidavit and acknowledged to and before me that _____ executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this ____ day of _____, 20__.

My Commission Expires:

Notary Public State of Florida at Large

DRUG-FREE WORKPLACE CERTIFICATION

Preference shall be given to businesses with drug-free workplace programs. Pursuant to Section 287.087, Florida Statutes, whenever two or more competitive solicitations that are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a response received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie responses will be followed if none of the tied providers has a drug free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in Subsection (1).
4. In the statement specified in Subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, 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 894, 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.
5. Impose a sanction on any employee who is so convicted or require the satisfactory participation in a drug abuse assistance or rehabilitation program as such is available in the employee's community.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of applicable laws, rules and regulations.

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

BUSINESS NAME

FIRM'S SIGNATURE

PROPOSER’S AFFIDAVIT

By executing this affidavit, Proposer certifies acknowledgement of the following:

Ensure that any personal, business, or other activity does not conflict with the lawful interests of the Town. The Town’s elected representatives and employees serve the public trust and are required to fulfill their responsibilities with care and loyalty and for the sole purpose of advancing the Town’s best interests. The integrity of the Town must be protected at all times, and the fiduciary relationships of the employees of the Town must be honorable in both actuality and appearance.

A conflict of interest exists when a representative’s direct or indirect personal interests are inconsistent with or interfere with the best interests of the Town. Proposer must ensure there is no appearance or perception of unethical behavior by the vendor’s employees in its dealings with the Town.

To avoid such conflicts, Proposer shall disclose to the Town:

- a) Any direct or indirect personal interests in a vendor held by any employee or elected representative of the Town.

Last name	First name	Relationship
Last name	First name	Relationship
Last name	First name	Relationship

- b) Any family relationships with any employee or elected representative of the Town.

Last name	First name	Relationship
Last name	First name	Relationship
Last name	First name	Relationship

Authorized Signature

Date

Town of Miami Lakes

RFP 2016-44 Bus Operation Services, Addendum #1

This addendum is incorporated into and made a part of the Request for Proposals ("RFP") 2016-44. The following may include clarifications, revisions, additions, deletions, or answers to questions received relative to the RFP, which take precedence over the RFP documents. Underlined and bolded word(s) indicate additions. Deletions are indicated by strikethrough.

Questions (4 of 4)

1. Page 8, Section 3.2 titled On Demand Service states "On an as-needed basis as determined by the Town, the Contractor shall operate the on-demand service using one bus." This paragraph goes on to identify the days and hours of the demand responsive service. Please clarify the statement "On an as-needed basis" since the days and times are listed in the RFP.

Answer: The days and hours given are those that on-demand service currently operates. These could be subject to change, either by a decision of the Town, or if on a particular day there are insufficient appointments made to warrant as many hours of service on that particular day (this is not typical). It is also possible that additional hours may be added, typically for a special event or similar. It is anticipated that provisions for such additional service would be part of contract negotiation.

2. For On-Demand Service referenced in Section 3.2 of the RFP, who will take the reservations? Who will do the scheduling for this service? Who will do the dispatching of the vehicle for On-Demand Service? Can you please provide us with the process for the scheduling and dispatch for On-Demand Service and if there will be a manifest or schedule provided to the driver.

Answer: The Town handles taking reservations and scheduling service for the following business day. Town Staff enters the appointments into a spreadsheet and provides it to the contractor – typically around close of business – for use the following business day.

3. Page 8, Section 4.1 of the RFP states "The Contractor agrees to have a ready-for-service spare bus, owned by the Contractor and covered by the Contractor's insurance will [sic] all necessary permits and tags, available for use within the Town of Miami Lakes and its vicinity." Since the Town of Miami Lakes has two separate types of vehicles, are there any specification requirements for this spare bus with regards to year, make, model, seating capacity and ADA accessible?

Answer: The spare must be ADA accessible, and should have a minimum capacity of approximately 20 passengers.

4. Page 9, Section 4.7 states "Contractor shall at all times maintain buses in good mechanical condition." The Interlocal Agreement between the City of Hialeah and the Town of Miami Lakes for Transit Bus Maintenance and Repairs states that the City of Hialeah is responsible for maintaining the buses, please clarify the statement in Section 4.7.

Answer: This provision refers to the responsibility of the contractor to conduct pre- and post-trip inspections of the bus, and to notify the Town and the City of Hialeah's maintenance personnel of any maintenance issues or repair needs noted during these inspections or during operation. Refer to RFP Exhibit "A" Article 15.

The Proposer shall acknowledge receipt of this addendum by completing the applicable section of the RFP or completing the acknowledgment information below. Either form of acknowledgement must be completed and returned by no later than the date and time for receipt of the RFP Response.

Acknowledgement:

Name of Signatory

Title

Date

Signature

Name of Proposer

Christina Semeraro, MPA, CPPB
Procurement Manager

Town of Miami Lakes

RFP 2016-44 Bus Operation Services, Addendum #2

This addendum is incorporated into and made a part of the Request for Proposals (“RFP”) 2016-44. The following may include clarifications, revisions, additions, deletions, or answers to questions received relative to the RFP, which take precedence over the RFP documents. **Underlined and bolded** word(s) indicate additions. Deletions are indicated by strikethrough.

Clarification (1 of 1)

1. Spare bus required by contractor: Provided that the vehicle is ADA accessible and can accommodate the typical passenger volume for said day, the specific bus can be confirmed on an individual basis between the Town and Contractor.

Questions (2 of 2)

1. Please clarify the definition of a revenue hour. Is it gate-to-gate; from the time the vehicle leaves the yard to the time the vehicle returns to the yard?

Answer: Revenue hour is defined as a unit of time, expressed to the exact minute, measured from the time the bus leaves the facility in Hialeah, FL until the bus is returned to the facility in Hialeah, FL. This time shall be known as “Gate to Gate”.

2. If there is a change in the federal or state minimum wage requirement, will the Town consider renegotiating, compensating or adjusting the contractor’s cost?

Answer: Reference RFP Section III, Article 8.

The Proposer shall acknowledge receipt of this addendum by completing the applicable section of the RFP or completing the acknowledgment information below. Either form of acknowledgement must be completed and returned by no later than the date and time for receipt of the RFP Response.

Acknowledgement:

Name of Signatory

Title

Date

Signature

Name of Proposer

Christina Semeraro, MPA, CPPB
Procurement Manager



TRANSPORTATION SERVICES AGREEMENT

between

THE TOWN OF MIAMI LAKES

and

for

BUS OPERATIONS SERVICES

THIS AGREEMENT is made and entered into as of this 1st day of November, 2016 by and between _____, a _____ corporation with principal offices at _____ (the "Contractor"), and the Town of Miami Lakes, a municipal corporation in the State of Florida, with a principal office located at 6601 Main Street, Miami Lakes, FL 33014 (the "Town").

WITNESSETH:

WHEREAS, on August 15, 2016, the Town issued Request for Proposals ("RFP") 2016-44 Bus Operations Services which includes the Proposal Terms and Conditions, Scope of Services, Proposal Requirements and Selection Process and all associated Exhibits, Forms, and associated addenda, which are collectively referred to as the "RFP 2016-44" and which is attached hereto and incorporated herein as **Exhibit "A;"** and

WHEREAS, on _____, the Contractor submitted a response to RFP 2016-44, hereinafter referred to as the "Contractor's Proposal," and the terms of which are incorporated herein by reference and which is attached hereto and incorporated herein as **Exhibit "B;"** and

WHEREAS, the aforementioned Exhibits "A" and "B" shall collectively be referred to as the "Contract Documents" and are specifically incorporated into this Agreement; collectively this is the "Agreement;" and

WHEREAS, the Contractor has agreed to provide Fixed Route Circulator Services and On-Demand Services ("Services") and to be bound by the terms and conditions of RFP 2016-44, attached hereto and incorporated herein as Exhibit "A", and the terms of Contractor's Proposal attached hereto and incorporated herein as Exhibit "B".

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

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

1. Definitions

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

Agreement means this document, which has been executed by the Contractor and the Town, which contains the terms and conditions.

Agreement Date means the date on which this Agreement is effective, which is the date set forth above.

Additional Services means bus service requested by the Town that is in addition to the day to day fixed route and on-demand bus service.

Bus(es) means the vehicle(s) furnished to the Contractor by the Town for use in providing the Services.

Contract Documents means collectively the RFP, the Contractor's Response, the RFP, change orders, amendments, invoices, payment, and all other related documents and attachments issued hereto.

Contractor shall mean _____ and its permitted successors and assigns.

Days shall mean Calendar Days, except where specifically stated to mean Business Days.

Fixed Route Bus Service shall mean circulator bus service provided for the fixed route established by the Town and as may be revised from time to time.

Fixed Route Schedule(s) means the schedule(s) established for each stop on the fixed route.

On-Demand Schedule means the date, time, and locations for pick-up and drop-off provided to the Contractor by the Town.

Program Manager shall mean the Town Manager or the Town representative designated by the Town Manager for the day to day management of the Services.

Town means the Town Council of the Town of Miami Lakes or the Town Manager, as applicable.

Town Manager means the duly appointed chief administrative officer of the Town of Miami Lakes or his/her designee.

The words **Work**, **Services**, or **Program** to mean all matters and things required to be done by the Contractor in accordance with the provisions of this Agreement.

2. In the event there is a conflict between or among the provisions of the Agreement, the order of precedence is as follows:

1. The terms of this Agreement, as may be amended from time to time;
2. Last addendum issued
3. RFP Solicitation No. 2016-44
4. RFP Exhibits, Solicitation No. 2016-44
5. Contractor's Proposal, Solicitation No. 2016-44

3. Contractor shall deliver materials and/or provide services in accordance with the terms of RFP 2016-44, attached hereto and incorporated herein as Exhibit "A" and with the terms of Contractor's Proposal attached hereto and incorporated herein as Exhibit "B".

4. Contractor shall invoice the Town on a monthly basis for all services provided during the prior month. Unless otherwise directed in writing, Contractor will use the Town's standard invoice form. Payments will be made in accordance with the Florida Prompt Payment Act.

5. This Agreement and attachments hereto constitute the entire agreement between the parties hereto, and its provisions shall not be amended, except in writing, after formal approval by both parties.

6. The initial contract period shall commence on November 1, 2016 and expire on March 30, 2018. The Town reserves the right to extend the contract for two (2) additional one (1) year periods, providing both parties agree to the extension and all terms, conditions and specifications remain the same. Contract renewal shall be based on satisfactory performance, mutual acceptance, and determination that the Contract is in the best interest of the Town.

Costs for all services purchased under this contract shall remain firm for the initial contract period. Costs for subsequent years and any extension term years shall be subject to an adjustment only if increases occur in the industry. However, unless very unusual and significant changes have occurred in the industry, such increases shall not exceed five percent (5%) per year or, whichever is less, the latest yearly percentage increase in the All Urban Consumers Price Index (CPI-U) (All Items), for the Miami-Ft. Lauderdale, FL area, as published by the Bureau of Labor Statistics, U.S. Department of Labor. The yearly increase or decrease in the CPI shall be the latest index published and available ninety (90) days prior to the end of the contract year then in effect compared to the index for the same month one (1) year prior. Any requested price increase shall be fully documented and submitted to the Town at least ninety (90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective upon the anniversary date of the contract. In the event the CPI or industry costs decline, the Town shall have the right to receive from the Contractor a reasonable reduction in costs that reflect such cost changes in the industry.

The Town may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or any decreases are considered to be insufficient. In the event the Town does not wish to accept the adjusted prices and the matter cannot be resolved to the satisfaction of the Town, the contract can be cancelled by the Town upon giving thirty (30) days written notice to the Contractor.

7. In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request and written authorization of the Town Manager. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate(s) in effect when the Town invokes this extension clause.

8. Funding for this Agreement is contingent on availability of funds and the Agreement is subject to amendment or termination due to lack of funds, reduction of funds and/or change in regulations, upon thirty (30) days' notice.

9. Contractor shall comply with all provisions of all federal, state and local laws, statutes, ordinances and regulations that are applicable to the performance of this agreement.

10. Contractor shall comply with all applicable requirements of Florida Department of Transportation (FDOT), United States Department of Transportation (USDOT) and the Federal Transit Administration (FTA), which shall include but not be limited to, regulations for drug and alcohol testing. To the extent that any terms of this Agreement are inconsistent with the FDOT, USDOT or FTA regulations, the requirements of the stricter regulations shall control.

11. The Contractor shall comply with all applicable requirements of the Americans with Disabilities Act (ADA) at all times while providing Bus Services for public transportation. To the extent that any terms of this Agreement are inconsistent with the ADA, the requirements of the ADA shall control.

12. Contractor shall obtain all applicable local, county, state, and federal licenses necessary for the provision of the bus services in Miami-Dade County, Florida, and the Contractor shall have a Special Services license from the County Passenger Transportation Regulatory Division. The Contractor shall also assist the Town in obtaining any further county, state or federal authorizations.

13. Compliance with Permits and Licenses: Contractor shall perform the Services under this Agreement in compliance with applicable federal, state, and local laws, rules, and ordinances applicable to the Services. Contractor shall be responsible for obtaining, at its own cost and expense, any and all licenses and/or permits required to perform the Services; provided, however, that the Town shall be responsible and pay for all vehicle licensing, fees, registration, and taxes applicable to all vehicles provided by the Town. Contractor will keep the buses free and clear of all levies, liens, and encumbrances, including fines. The Contractor will timely pay all fines and charges due to lack of vehicle license plates or permits, speeding and similar charges that may be lawfully imposed by reason of the Contractor's failure to comply with the rules, regulations and order of these regulatory bodies so as to avoid any impact on the availability of the buses for service.

If fines or other charges for which the Contractor is responsible are levied, assessed, charged or imposed against the Town, the Town will notify the Contractor in writing of this fact. The Town may pay any fine or their charge, whether levied, assessed, charged, or imposed against the Town for the Contractor. In the event payment is made by the Town, the Contractor will reimburse Town within seven (7) calendar days after receipt of written notification by the Town or the Town may recoup the costs incurred from any payments due to the Contractor.

14. Program Plans. The System Safety Program Plan ("SSPP") and the Security Safety Plan ("SPP") submitted as part of the RFP and as approved by FDOT, which is required to ensure compliance with Rule Chapter 14-90, F.A.C. is hereby incorporated into and made a part of this Agreement. Should any conflicts exist in the requirements of this Agreement and the requirements of the SSPP and SPP, the SSPP and SPP will take precedence.

These plans shall serve as the Operations Manual. The Town may, at its sole discretion require additions to the Operations Manual.

15. Contractor's Personnel

- i. Availability: The Contractor agrees that the Contractor will at all times employ, maintain and assign to the performance of the Services a sufficient number of competent and qualified personnel necessary in accordance with the Agreement. The Contractor agrees to adjust staffing levels or to replace any employees if so directed by the Town, should the Town make a determination, in its sole discretion, that said staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for their position. Any staffing changes not requested by the Program Manager shall require prior approval by the Program Manager and compliance with all other personnel requirements.
- ii. Management and Control: All Contractor employees performing services on behalf of Contractor under this Agreement shall at all times be under Contractor's exclusive direction and control. Such employees shall at all times be employees of Contractor and not

independent contractors. Contractor shall pay all wages, salaries and other amounts due its employees, and shall be responsible for all reports and obligations with respect to such employees, such as social security, income tax withholding, unemployment compensation, workers compensation insurance, and similar matters. It is highly desirable that any person hired by the Contractor for this agreement be able to read and write in English and preferably also in Spanish. The Contractor will establish and maintain an effective driver safety program, an occupational health and safety program, a drug testing awareness program and will maintain a drug-free workplace that meets FTA guidelines. In addition to operating and supervising the service, the Contractor's personnel will be responsible for distribution of passenger information materials on the buses and in the field, as directed by the Town. It is Contractor's responsibility to equip and maintain radio communication between supervisor and driver.

Using a standard form furnished by Contractor and subject to approval by the Town, drivers must conduct a pre-trip inspection of the vehicle prior to each shift and must complete the shift with a post-trip inspection of the same vehicle. Supervisor will maintain written records of each pre-trip and post-trip vehicle inspection respective to each driver, shift and vehicle assigned. If the driver changes vehicle mid-shift, a new inspection form must be initiated and completed.

- iii. Drivers: The drivers employed by the Contractor for the purpose of providing the bus services shall be properly licensed operators. The drivers shall possess the qualifications as required by the State of Florida and Miami-Dade County, Florida, including a current commercial driver's license with a passenger endorsement. The Contractor shall ensure that all drivers are familiar with and trained in all policies and procedures, regardless of distribution of written materials to same. The Town may send a representative to any of the Contractor's driver training classes to present the Town's vision of what is expected of the transit system. Drivers shall be fully trained in defensive driving and vehicle handling. Drivers shall be trained in the handling of safety scenarios to include emergency first aid/CPR and in the special skills required to provide transportation to elderly and disabled individuals. Drivers shall be in good physical condition to be able to assist elderly or disabled passengers with ingress and egress from the bus and to assist with the loading and off-loading of packages from the bus. Drivers shall be trained to operate all types of buses (including reserve buses) in service, wheelchair lifts and securement systems, and other equipment that they may be expected to use during service hours. Contractor shall continuously monitor driver performance and shall periodically conduct refresher training, as needed to ensure retention of skills and driver performance. Regularly assigned drivers or trained back-up drivers shall be available and on time daily to ensure consistent and reliable service. Passengers must never be kept waiting, except where schedules are maintained. Drivers are required to have a thorough knowledge of traffic regulations along the route and the schedule time points. Drivers shall be sensitive to ridership comforts, including but not limited to: the interior temperature on their respective vehicle, cleanliness of vehicles, noise levels within vehicles, etc.

Drivers may not use a cellular phone while the bus is in service. Driver must be subject to disciplinary action should this occur. Driver shall not take lunch hour or breaks inside or close by his/her vehicle.

At all times while performing their duties, drivers must maintain a clean and neat appearance. Drivers must also adhere to a code of personal grooming and hygiene established by the Contractor. The Contractor shall periodically provide standardized uniforms at no charge to each driver. The uniform shall identify the name of the Town and Town logo. The uniform shall not include the Contractor's name. The uniforms must be of sufficient quantity to maintain good grooming and be clean and neat and worn at all times during performance of Services. The Contractor will provide a sample of the uniform for the Town Manager's approval prior to use. Any driver not wearing the approved uniform while on duty is prohibited from performing Services under the Agreement. Each driver and bus shall have an accurate timepiece available and in clear sight at all times during vehicle operation. Contractor shall supply and each employee must visibly wear a neck strap or clip-on badge bearing employee's name, photograph and identification number. Contractor must control all identifying materials which are provided to employees; at minimum the Contractor must require that all ID materials must be returned by the employee upon separation.

At a minimum the following shall be in the driver's possession whenever in Service: All current established/published schedules for the Fixed Route Service, incident/accident notification forms, defect cards, a pen/pencil, paper, tape, comment cards and complaint forms, other appropriate material as specified by the Town.

16. Supervision: Contractor shall provide road supervision as required to monitor drivers, buses, quality of service, and adherence to all established routes and time schedules, and to respond to emergency calls. The Contractor shall provide knowledgeable, effective supervisory staff to support the transit operation. The Contractor will recruit, hire, train and employ supervisory personnel, including a site manager, dispatchers and road supervisors for the purpose of overseeing the operation of service, and to ensure safe, reliable transit service. All personnel assigned to this project shall be knowledgeable of the circulator service. All project personnel shall maintain a professional, courteous attitude, answering to the best of their ability any passenger questions regarding the provision of service. Discourtesy, rudeness or the use of profanity will not be tolerated and shall be grounds for immediate removal of the offending employee from performing work within the program. Drivers and dispatchers shall accurately complete and submit the required operating reports daily. Contractor shall provide annual quality/safety workshops for all employees. 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. The Town reserves the right to request additional trainings and meetings with Contractor's personnel.

17. Safety: The Contractor shall develop, implement, and maintain a formal safety program including periodic safety meetings, participation in safety organizations, safety incentives offered by the Contractor to drivers and other employees, and participation in risk management activities under the auspices of the Contractor's insurance carrier or other organization. The Contractor shall provide an outline of said safety program, including periodic updates to the Town. The Contractor will require all drivers, dispatch personnel, and supervisors to participate in the safety program.

18. The Contractor shall not operate a bus under performance of the Services unless it is in sound mechanical condition and safe operating condition, and in conformity with all applicable local, state, and federal safety regulations. The Contractor will clean and fumigate the buses. The interior of the bus shall be maintained in a clean manner by the drivers daily. The Contractor will be expected to

adhere to these standards. The Contractor will ensure that vehicles are operated safely and in a manner that will prevent excessive wear and tear. Any indication of abuse of the buses noted by the Town will be brought to the attention of the Contractor for corrective action. Repairs made necessary as a result of abusive operation of the equipment by the Contractor's personnel will be billed to the Contractor.

19. Each party shall promptly notify the other upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful performance of the Services. The Contractor shall notify the Town of any mechanical or service irregularity which will include, but not be limited to, bus breakdowns, maintenance issues, accidents, incidents, complaints, service delays, detours, schedule adherence problems and video camera operation. Notification should not be more than one (1) hour after an incident involving personal injury and/or property damage and should occur by the end of the service day for other incidents. Verbal notification must be followed by written documentation from the Contractor to the Town.

20. In accordance with the Town's SSPP, attached hereto and incorporated herein, the Contractor shall implement and maintain formal and expedient procedures to respond to all circulator service accidents, disturbances, passenger injuries or fatalities, and any other service interruptions or failures. These shall be reported to the Town in a timely manner. All traffic accidents involving circulator service vehicles, irrespective of injury or damage, shall be immediately reported to the Town of Miami Lakes Police Department. The Contractor shall advise the Town of Miami Lakes Police Department of the accident and request a police unit to investigate the accident and the Town of Miami Lakes Police Department ID Unit to photograph the scene. The Town shall be immediately notified by telephone by the Contractor of any accident or incident, especially those resulting in injury, in loss or damage to the Town and/or private property. Written notification shall follow within twenty-four (24) hours. This written notification shall describe the sequence of events and include reports by driver, attendant, witness, etc. Further, fatalities are to be reported verbally to the Florida Department of Transportation (FDOT) within twenty-four (24) hours of the incident, followed with a written report within the next twenty-four (24) hours. Buses involved in accidents shall be repaired by a Town approved repair shop and billed through Contractor's insurance or deducted from Contractor's invoice.

21. The Contractor shall implement a written dispute resolution process for the rapid resolution of passenger complaints regarding the bus services. The Contractor shall document passenger complaints and describe any actions taken to resolve such complaints and verbally report to the Town's Program Manager the complaints and actions taken within the same business day of any complaint and in writing within twenty-four (24) hours.

22. Press Release or Other Public Communication. The Town may provide schedules, pamphlets, brochures for distribution on the buses, routes, and services. However, under no circumstances shall the Contractor without the express written consent of the Town:

- i. Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the Town, or the Work being performed hereunder, unless the Contractor first obtains the written approval of the Town. Such approval may be withheld if for any reason the Town believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and
- ii. Communicate in any way with any contractor, department, board, agency, council or other

organization or any person whether governmental or private in connection with the Services to be performed hereunder except upon prior written approval and instruction of the Town; and

- iii. Except as may be required by law, the Contractor and its employees, agents, subcontractors and suppliers will not represent, directly or indirectly, that any product or service provided by the Contractor or such parties has been approved or endorsed by the Town.

23. Contractor Non-Performance Deductions. The Contractor acknowledges that time is of the essence in the performance of the Services. The Contractor agrees that the deduction amounts set forth below are fair and reasonable, as a result of the delays described below:

- i. An amount equal to the daily rate shall be deducted for each day the Contractor does not provide Fixed Route or On-Demand passenger service. The daily rate is defined as the total number of anticipated billable service hours for said day.
- ii. An amount equal to one (1) hour of the hourly rate shall be deducted for each occurrence in which the Contractor does not provide Fixed Route Circulator Services in a timely manner in accordance with the Agreement and as documented by Town Staff. Timely is defined as being within five (5) minutes of the scheduled time of arrival to each stop. In the event of violation, Town Staff will provide written notice to the Contractor with a copy to the Town. Exceptions to this provision can be made in the event service is delayed due to an accident or construction on the roadway; however such events must be proactively reported on the day of the occurrence to the Town Manager in order to qualify.
- iii. An amount equal to one (1) hour of the hourly rate for On-Demand service shall be deducted for each passenger the Contractor does not pickup timely for On-Demand Services. Timely is defined as being within ten (10) minutes of the scheduled time.

24. Staging. Upon direction of the Town Manager or designee, the Contractor shall stage the bus(es) at Town Hall or at other such location directed by the Program Manager. The bus(es) shall be utilized during a hurricane watch or warning to assist in the relocation/evacuation of Town residents.

25. Attorney's Fees and Costs. In addition to any other contractual attorney's fees and costs provisions in Exhibit "A" or Exhibit "B" in favor of the Town, Contractor hereby agrees that in the event either the Town or Contractor must initiate litigation to enforce this Agreement, the prevailing party shall be entitled to an award of reasonable attorney's fees and costs, at all levels of litigation, including trials and appeals, including fees for litigating entitlement to and amount of attorney's fees.

26. Governing Law and Venue. This Agreement shall be interpreted and governed according to the laws of the State of Florida. Any dispute or conflict arising out of or relating to this Agreement must be brought only in the Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida. The Parties agree such court and such court alone shall have personal jurisdiction and venue over any action relating to this agreement and further agree to waive any rights they may have to challenge the court's jurisdiction over them.

27. Notice. Whenever either party desires to give written notice to the other relating to the Contract, such must be addressed to the party for whom it is intended at the place specified below; and the place for giving the notice shall remain until it shall have been changed by written notice in compliance with the provisions of this Article. Notice shall be deemed given on the date received or within 3 days of mailing, if mailed through the United States Postal Service. Notice shall be deemed given on the date sent via e-mail or facsimile. Notice shall be deemed given via courier/delivery

service upon the initial delivery date by the courier/delivery service. For the present, the parties designate the following as the respective places for giving of notice:

For Town:
Alex Rey, Town Manager
Town of Miami Lakes
6601 Main Street
Miami Lakes, Florida 33014

With a copy to the following persons at the same address:
Christina Semeraro, Procurement Manager
Brandon Schaad, Director of Planning

For Contractor:

Phone:

Email:

28. Records. Contractor will keep adequate records and supporting documentation, which concern or reflect its services hereunder. Records subject to the provisions of Public Record Law, Florida Statutes Chapter 119, shall be kept in accordance with statute. Otherwise, the records and documentation will be retained by Contractor for a minimum of three (3) years from the date of final payment or termination of this Agreement. Town, or any duly authorized agents or representatives of Town, shall have the right to audit, inspect, and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the three (3) year period noted above; provided, however such activity shall be conducted only during normal business hours. The Contractor agrees to furnish copies of any records necessary, in the opinion of the Town Manager, to approve any requests for payment by the Contractor.

Contractor shall also comply with the following requirements of the Florida Public Records Law including:

- a. Contractor must keep and maintain all public records required by the Town in order to perform services under this Agreement.
- b. Upon request from the Town's custodian of public records, Contractor shall provide the Town with a copy of the requested public records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- c. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the contract if the Contractor does not transfer the records to the Town.
- d. Upon completion of the contract, Contractor shall transfer, at no cost to the Town all public records in the possession of the Contractor, or keep and maintain public records required by the Town to perform the service under this contract. If the Contractor transfers all public records to the Town upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request from the Town's custodian of public records, in a format that is compatible with the information technology systems of the Town.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE TOWN'S CUSTODIAN OF PUBLIC RECORDS VIA PHONE (305) 364-6100 x 1138; EMAIL CLERK@MIAMILAKES-FL.GOV; OR MAIL AT TOWN OF MIAMI LAKES, 6601 MAIN STREET, MIAMI LAKES, FL 33014.

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

The Contractor agrees to maintain an accounting system that provides accounting records that are supported with adequate documentation, and adequate procedures for determining the allowability and allocability of costs.

30. Authority of the Town Manager. The Contractor hereby authorizes the Town Manager to determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Agreement; negligence, fraud or misrepresentation; questions as to the interpretation of the Statement of Work; and claims for damages, compensation and losses.

The Contractor shall be bound by all determinations or orders and shall promptly obey and follow every order of the Town Manager, including the withdrawal or modification of any previous order and regardless of whether the Contractor agrees with the Town Manager's determination or order. Where orders are given orally they will be issued in writing by the Town Manager as soon thereafter as is practicable.

The Contractor must, in the final instance, seek to resolve every difference concerning the Agreement with the Town Manager. In the event that the Contractor and the Town Manager are unable to resolve their difference, the Contractor may initiate a dispute in accordance with the procedures set forth in Article 40 herein. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.

31. Independent Contractor. The Contractor is engaged as an independent business and agrees to perform Work as an independent contractor. In accordance with the status of an independent contractor, the Contractor covenants and agrees that the Contractor will conduct business in a manner consistent with that status, that the Contractor will not claim to be an officer or employee of the Town for any right or privilege applicable to an officer or employee of the Town, including, but not limited to: worker's compensation coverage; unemployment insurance benefits; social security coverage; retirement membership, or credit.

32. No Third-Party Beneficiary. The provisions of this Agreement are for the benefit of the Parties only, and no third party may seek to enforce, or benefit from, these provisions.

33. Force Majeure. Except for the duty to make payments hereunder when due, neither Party shall be liable to the other Party for any losses, expenses, or damages resulting from any delay in performance or from non-performance caused by circumstances beyond the reasonable control of the Party affected, including but not limited to acts of God, fire, flood, explosion, war, terrorism, sabotage (including, but not limited to computer viruses), weather, embargo, traffic, failure of carriers, extended mechanical failure, shortages of utilities, raw materials, equipment or transportation, action or request of governmental authority, strike, labor disputes, picketing, lockout, transportation embargo, civil riot or insurrection or judicial action. The affected Party shall use reasonable commercial efforts to avoid or remove those causes of nonperformance. In the event that either Party is unable to perform its obligation under this Agreement by reason of force majeure, it shall immediately give notice thereof to the other Party.

34. Assignment or Sale of Contract. The performance of this Contract shall not be transferred, pledged, sold, delegated or assigned, in whole or in part, by the Contractor without the prior written consent of the Town. It is understood that a sale of the majority of the stock or partnership shares of the Contractor, a merger or bulk sale, an assignment for the benefit of creditors shall each be deemed transactions that would constitute an assignment or sale hereunder. The Town may request any information it deems necessary to review any request for assignment or sale of the Contract.

Any transference without Town approval shall be cause for the Town to terminate this Contract for default and the Contractor shall have no recourse from such termination.

Nothing herein shall either restrict the right of the Contractor to assign monies due to, or to become due or be construed to hinder, prevent or affect any assignment by the Contractor for the benefit of its creditors, made pursuant to applicable law.

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

36. Indemnification and Insurance. The Contractor shall indemnify and hold harmless the Town and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the Town or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Contractor or its employees, agents, servants, partners principals or subcontractors. The Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Town, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Town or its officers, employees, agents and instrumentalities as herein provided.

Contractor, at its own expense, will at all times during the term of this Agreement carry insurance in accordance with the provisions of Article 37 herein. Such insurance shall name Agency as an additional insured. Prior to commencement of the Services under this Agreement, Contractor shall provide Agency with certificates of insurance evidencing the required coverage.

37. Insurance. Without limiting any of the other obligations or liabilities of Contractor, the Contractor must secure and maintain throughout the duration of this Contract, insurance of such type and in such amounts necessary to protect its interest and the interest of the Town against hazards or risks of loss as specified below. The underwriter of such insurance must be qualified to do business in the State of Florida, be rated "B" as to management and "Class V" as to strength or better as rated by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent. The insurance carrier must have agents upon whom service of process may be made in the State of Florida. The insurance coverage must be primary insurance with respect to the Town, its officials, employees, agents and volunteers. Any insurance maintained by the Town will be in excess of the Contractor's insurance and will not contribute to the Contractor's insurance. The insurance coverages must include a minimum of:

Worker's Compensation and Employer's Liability Insurance:

Coverage to apply for all employees for statutory limits as required by the State of Florida's Statutory Workers' Compensation Law and all applicable Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$1,000,000 each accident and a waiver of subrogation. The policies must include:

- 1) Waiver of subrogation
- 2) Statutory State of Florida
- 3) Limit of Liability

Employer's Liability:

Limit for each bodily injury by an accident must be at least \$1,000,000 policy limit for each accident, per employee, including bodily injury caused by disease.

Comprehensive Business Automobile and Vehicle Liability Insurance:

This insurance must be written in comprehensive form and must protect the Contractor and the Town against claims for injuries to members of the public and/or damages to property of others arising from the Contractor's use of motor vehicles or any other equipment and must cover operation with respect to onsite and offsite operations and insurance coverage must extend to any motor vehicles or other equipment irrespective of whether the same is owned, non-owned, or hired. The limit of liability must not be less than \$1,000,000 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsement, as filed by the Insurance Services Office.

Commercial General Liability ("CGL"):

This insurance must be written in comprehensive form and must protect the Contractor and the Town against claims arising from injuries to members of the public or damage to property of others arising out of any act or omission to act of the Contractor or any of its agents, employees, or subcontractors. The limit of liability must not be less than \$1,000,000 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a primary and non-contributory basis and with a coverage form no more restrictive than the latest edition of the Commercial General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include: (1) Premises and/or Operations; (2) Independent contractors and Products and/or completed Operations; (3) Broad Form Property Damage, Personal Injury and a Contractual Liability Endorsement, including any hold harmless and/or indemnification agreement.

1. Products and/or Completed Operations for contracts with an Aggregate Limit of at least \$500,000 for the term of the Contract. Contractor must maintain in force until at least three years after completion of all Work required under the Contract, coverage for Products and Completed Operations, including Broad Form Property Damage.
2. Personal and Advertising Injury with an aggregate limit of at least \$1,000,000.
3. CGL Required Endorsements: Employees included as insured, Contingent, Liability/Independent Contractors Coverage, Contractual Liability, Waiver of Subrogation, Premises and/or Operations, Loading and Unloading.
4. Excess Liability Insurance (Umbrella Policy) with an aggregate limit and per occurrence limit of not less than \$5,000,000.

Town is to be expressly included as an Additional Insured on Contractor's CGL and Umbrella policies.

Certificate of Insurance

Contractor must provide the Town Manager or designee with Certificates of Insurance for all required policies within fifteen (15) days of notification of a conditional award by the Town. The Certificates of Insurance must not only name the types of policy(ies) provided, but also must specifically cite this Contract and must state that such insurance is as required by this Contract. The Town reserves the right to require the Contractor to provide a certified copy of such policies, upon written request by the Town. Each policy certificate must be endorsed with a provision that not less than thirty (30) calendar days' written notice must be provided to the Town before any policy or coverage is cancelled, restricted, or a material change is made. Acceptance of the Certificate(s) is subject to approval of the Town Manager or designee.

Additional Insured

The Town is to be specifically included as an Additional Insured for the liability of the Town resulting from operations performed by or on behalf of Contractor in performance of this Contract. The Town must be named as Additional Insured under the CGL, business automobile insurance and umbrella policies. Town must be named as an additional insured under Contractor's insurance, including that applicable to the Town as an Additional Insured, must apply on a primary basis and any other insurance maintained by the Town will be in excess of and will not contribute to Contractor's insurance. Contractor's insurance must contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance must apply to each Insured or Additional Insured in the same manner as if separate policies had been issued to each.

All deductibles or self-insured retentions must be declared to and be approved by the Town Manager. The Contractor is responsible for the payment of any deductible or self-insured retentions in the event of any claim.

38. Contractor Default.

- a. Event of Default. An event of default will mean a breach of the Contract by the Contractor. Without limiting the generality of the foregoing and in addition to those instances referred to herein as a breach, an Event of Default, will include but not be limited to, the following:
 - The Contractor has not performed the Services in a timely manner;
 - The Contractor has refused or failed to supply properly skilled staff or provided sufficient quantities of staff to perform the Services;
 - The Contractor has become insolvent or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;
 - The Contractor has failed to obtain the approval of the Town where required by the Contract;

- The Contractor has failed in the representation of any warranties stated herein;
 - The Contractor has failed to comply with the requirements of the contract;
 - When, in the opinion of the Town, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Work.
- b. Notice of Default-Opportunity to Cure. Where an Event of Default ("Default") occurs under the Contract, the Town may at its sole discretion notify the Contractor, specifying the basis for such Default, and advising the Contractor that such Default must be cured within a time frame specified by the Town; or, the Contract with the Town may be terminated. The Town is under no obligation to issue such notification. The Town may grant an extension to the cure period if the Town deems it appropriate and in the best interest of the Town, without waiver of any of the Town's rights hereunder. The Town, at its sole discretion, may have a default corrected by its own forces or another contractor and any such costs incurred will be deducted from any sums due the Contractor under any contract with the Town.

The Town Manager or designee may also suspend any payment or part thereof or a stoppage order until such time as the issue(s) concerning compliance are resolved.

- c. Termination for Default. Where a Default is not cured within the time specified to cure the Default, the Town Manager in addition to all remedies available by law, may immediately, upon written notice to Contractor, terminate this Contract. Contractor understands and agrees that termination of this Contract under this section will not release Contractor from any obligation accruing prior to the effective date of termination.

In the event of termination by the Town Manager or designee, the Town Manager or designee may immediately take possession of all applicable documentation and data, material, equipment, and supplies to which it is entitled to under the Contract or by law.

Where the Town erroneously terminates the Contract for default, the terminations will be converted to a Termination for Convenience, and the Contractor will have no further recourse of any nature for wrongful termination.

39. Termination for Convenience. In addition to cancellation or termination as otherwise provided for in the Contract, the Town may at any time, in its sole discretion, with or without cause, terminate the Contract by written notice to the Contractor. Such Written Notice will state the date upon which Contractor must cease all Services under the Contract.

Upon receipt of such notice, unless otherwise directed by the Town, the Contractor must, Stop all Services on the date specified in the notice ("the Effective Date") and;

- Take such action as may be necessary for the protection and preservation of the Town's materials and property;
- Cancel any orders;
- Assign to the Town and deliver to the Town, at a site(s) specified by the Town, any non-cancelable orders that can not otherwise be used by the Contractor except in the performance of this Agreement;
- Take no action that will increase the amounts payable by the Town under the Contract; and take reasonable measures to mitigate the Town's liability under the Contract; and

- All documents, including electronic documents, related to Services authorized under the Contract, whether finished or not, must be turned over to the Town. Failure to timely deliver the documentation will be cause to withhold any payments due without recourse by Contractor until all documentation is delivered to the Town.

In the event that the Town exercises its right to terminate the Contract pursuant to the Contract, the Town will pay the Contractor for the actual cost, or the fair and reasonable value, as substantiated by invoice documentation, of any non-cancelable material(s) and equipment that cannot be used elsewhere by the Contractor in the performance of its work.

In no event, will any payments under this paragraph exceed the maximum cost set forth in the Contract and the amount due hereunder may be offset by payments made to the Contractor or any claims made against the Contractor. Contractor will not be entitled to lost profits, overhead or consequential damages as a result of a Termination for Convenience. No payments shall be made to the Contractor until the return of the bus(es) and their subsequent inspection. Payments due the Contractor may be reduced based on the condition of the bus(es) returned to the Town, where the Town has determined that the condition results from the action or lack thereof by the Contractor, exclusive of normal wear and tear. All payments pursuant to this Article are subject to audit in accordance with Article 29.

40. Claims, Disputes and Mediation. Contractor understands and agrees that all claims or disputes between it and the Town upon an alleged violation of the terms of this Contract will be submitted for resolution in the following manner:

Initial effort(s) must be made by the Contractor to resolve any issues with the Project Manager or other Town representative(s) it works with in the coordination and performance of the Services.

Should the initial resolution efforts between the Contractor and the Town's Project Manager not end in a mutual resolution, then the Contractor must notify the Procurement Manager in writing of the claim or dispute, providing all supporting documentation. Upon receipt of the Contractor's notification, the Procurement Manager will review the issues relative to the claim or dispute and issue a written finding.

Should the Contractor and the Procurement Manager fail to resolve the claim or dispute, the Contractor must submit an appeal of the dispute in writing to the Town Manager within five (5) calendar days of the Procurement Manager issuing his/her written finding .

Failure to submit such appeal to the Town Manager within the stated timeframe will constitute the Contractor's acceptance of the Procurement Manager's finding.

Upon receipt of said appeal, the Town Manager will review the issues relative to the claim or dispute and issue a written decision.

Any dispute of the Town Manager's decision must be received within fourteen (14) days after the decision is issued.

The dispute will then be submitted to non-binding mediation to attempt to prevent litigation. A certified mediator, who the parties find mutually acceptable, will conduct any mediation proceedings in Miami-Dade County, State of Florida. The cost of a certified mediator will be shared on a 50/50

basis by the Town and the Contractor. Should the claim or dispute not be resolved at mediation, the parties retain all their legal rights and remedies provided under State law. A party objecting to a determination specifically waives all of its rights provided hereunder, including its rights and remedies under State law, if said party fails to comply in strict accordance with the requirements of this section. This process must be followed prior to the Contractor instituting any lawsuit against the Town.

41. Town May Avail Itself of All Remedies. The Town may avail itself of each and every remedy stated in the Contract Documents or existing at law or in equity. The exercise or the beginning of the exercise, of one remedy will not be deemed a waiver of the right to exercise, at the same time or thereafter, of any other remedy.

42. Severability. If any part of this contract is contrary to, prohibited by, or deemed invalid under applicable law or regulation, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited, or invalid, but the remainder hereof shall not be invalidated thereby and shall be given full force and effect so far as possible. Notwithstanding the foregoing, if the result of the deletion of such provision will materially and adversely affect the rights of either party, such party may elect, at its option, to terminate the Contract in its entirety. An election to terminate the Contract based upon this provision shall be made within seven (7) calendar days after the finding by the court becomes final.

43. Nondiscrimination. During the performance of this Agreement, Contractor agrees to: not discriminate against any employee or applicant for employment because of race, religion, color, sex, handicap, marital status, age, or national origin, and will take affirmative action to ensure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training.

44. Negotiated Agreement. This Agreement reflects the negotiation and agreement of the parties. Nothing contained herein shall be interpreted, by implication or otherwise, as inuring to the benefit or the disadvantage of one party in the absence of such mutual negotiation and agreement.

45. Contract Document Contains All Terms. This Agreement and all documents incorporated by reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreement, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto, or to vary any of the terms contain herein.

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

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature. Town of Miami Lakes, through its Town Manager or designee and _____, signing by and through its _____ (title of individual) duly authorized to execute same.

WITNESS/ATTEST

Firm's Name Here

Signature

Signature

Print Name, Title

Print Name, Title of Authorized Officer or Official*

ATTEST:

(Corporate Seal)

Contractor Secretary

(Affirm Contractor Seal, if available)

ATTEST:

Town of Miami Lakes, a municipal corporation
of the State of Florida

Gina Inguanzo, Town Clerk

Alex Rey, Town Manager

APPROVED AS TO LEGAL FORM AND
CORRECTNESS:

Town Attorney

(*) In the event that the Contractor is a corporation, there must be attached the original of the corporate resolution in the form contained in this Section, of the board of the corporation, authorizing the officer who signs the Contract to do so in its behalf.

CORPORATE RESOLUTION

WHEREAS, _____, Inc. desires to enter into a contract with the Town of Miami Lakes for the purpose of performing the work described in the contract to which this resolution is attached; and

WHEREAS, the Board of Directors at a duly held corporate meeting has considered the matter in accordance with the By-Laws of the corporation;

Now, THEREFORE, BE IT RESOLVED BY THE BOARD OF
DIRECTORS that the _____,
(type title of officer)

_____, is hereby authorized
(type name of officer)

and instructed to enter into a contract, in the name and on behalf of this corporation, with the Town of Miami Lakes upon the terms contained in the proposed contract to which this resolution is attached and to execute the corresponding performance bond.

DATED this _____ day of _____, 20_____.

Corporate Secretary

(Corporate Seal)

REQUEST FOR PROPOSALS

Bus Operations Services

RFP No. 2016-44



The Town of Miami Lakes Council:

Mayor Michael A. Pizzi, Jr.
Vice Mayor Timothy Daubert
Councilmember Manny Cid
Councilmember Tony Lama
Councilmember Ceasar Mestre
Councilmember Frank Mingo
Councilmember Nelson Rodriguez

Alex Rey, Town Manager
The Town of Miami Lakes
6601 Main Street
Miami Lakes, Florida 33014

Date Advertised	Monday, August 15, 2016
Proposals Due	11:00 AM EST Friday, September 9, 2016



August 15, 2016

LEGAL NOTICE / REQUEST FOR PROPOSALS

RFP No.: 2016-44
RFP Name: Bus Operations Services
Proposals Due: 11:00 AM EST, Friday, September 9, 2016

The Town of Miami Lakes, Florida, ("Town") is accepting sealed Proposals from qualified and experienced firms to provide Bus Operations Services for the Town's fixed route and on-demand circulator buses in accordance with all applicable standards/codes and the terms, conditions and specifications contained in the Request for Proposals ("RFP") and associated exhibits.

The Scope of Services includes providing supervision, coordination and operations of bus drivers for Town-owned buses in accordance with the established schedule for fixed route and on-demand circulator services and for occasional special events on an as-needed basis. Fuel, maintenance and storage for the buses is currently provided through an Interlocal Agreement with a neighboring municipality. In order to be eligible for award under this solicitation, Proposers must meet the Minimum Qualification Requirements stated in the RFP. Criteria used for the selection of a contractor may include the best combination of price, qualifications, experience, availability and verifiable client references. Award to successful Proposer will be at the sole discretion of the Town. The Town and Successful Proposer will execute the Transportation Services Agreement (reference Exhibit "A").

Sealed Proposal packages must be submitted in the form of one (1) original and four (4) copies and one (1) duplicate PDF of the entire original proposal on CD-ROM or flash drive and must be received by the time and date stated above by the Office of the Town Clerk, Town of Miami Lakes Government Center at 6601 Main Street, Miami Lakes, FL 33014 at which time and place proposals will be publicly opened and read. **Any Proposals received after the specified time and date will not be considered.** The responsibility for submitting a Proposal before the stated time and date is solely and strictly the responsibility of the Proposer.

The complete PDF solicitation document is available on the Town's website at www.miamilakes-fl.gov (under "Contractual Opportunities") and on www.DemandStar.com. The Town is not responsible for the accuracy or completeness of any documentation the Proposer receives from any source other than the Town of Miami Lakes Procurement Division.

All inquiries regarding this RFP must be directed to the Procurement Division at procurement@miamilakes-fl.gov. Pursuant to subsection (t) "Cone of Silence" of Section 2-11.1 "Conflict of Interest and Code of Ethics Ordinance" of Miami Dade County, public notice is hereby given that a "Cone of Silence" is imposed concerning this solicitation. The "Cone of Silence" prohibits communications concerning RFP's, RFQ's or Bids, until such time as the Town Manager makes a written recommendation to the Town Council concerning the solicitation. Failure to comply with the Cone of Silence may result in the rejection of a Response. For additional information concerning the Cone of Silence please refer to Section 2-11.1 of Miami Dade County Code.

RFP 2016-44**Bus Operations Services****Table of Contents**

Section Number	Description	Page Number
	Legal Notice / Request for Proposals	2
I	Proposal Terms and Conditions	4
II	Scope of Services	8
III	Proposal Requirements and Selection Process	11
IV	Required Forms	19
	Exhibits: “A” – Transportation Services Agreement “B” – Interlocal Agreement for Transit Bus Maintenance and Repair “C” – Current Circulator Route “D” – Bus Transit System Safety Plan (SSPP) “E” –Security Program Plan (SPP) “F” – Interlocal Agreement for Distribution, Use and Reporting of Charter County Transit System Surtax Proceeds	Separate Excel/PDF documents

SECTION I PROPOSAL TERMS AND CONDITIONS

1. Definitions

The Town will use the following definitions the terms and conditions, technical specifications, instructions to bidders, addenda and any other document used in the solicitation process. The terms may be used interchangeably by the Town: ITB or RFP; Bid or Proposal; Bidder, Proposer, Offeror or Seller; Contractor or Consultant; Contract, Award, Agreement or Purchase Order.

Invitation to Bid (ITB): When the Town is requesting bids from qualified Bidders.

Request for Proposals (RFP): When the Town is requesting proposals from qualified Proposers.

Bid: A price and terms quote received in response to an ITB.

Proposal: A proposal received in response to an RFP.

Bidder: Person or firm submitting a bid.

Proposer: Person or firm submitting a proposal.

Responsive Bidder: A person whose bid conforms in all material respects to the terms and conditions included in the bid document.

Responsible Bidder: A person who has the capability in all respects to perform in full the contract requirements, as stated in the bid document, and the integrity and reliability that will assure good faith performance.

First Ranked Proposer: That Proposer, responding to a Town RFP, whose proposal is deemed by the Town, the most advantageous to the Town after applying the evaluation criteria contained in the RFP.

Seller: Successful Bidder or Proposer who is awarded a purchase order or contract to provide goods or services to the Town.

Contractor: Successful Bidder or Proposer who is awarded a purchase order, blanket purchase order agreement, or term contract to provide goods or services to the Town.

Contract: A deliberate verbal or written agreement between two (2) or more competent parties to perform or not to perform a certain act or acts, including all types of agreements, regardless of what they may be called, for the procurement or disposal of equipment, materials, supplies, services or construction.

Consultant: Successful Bidder or Proposer who is awarded a contract to provide professional services to the Town.

Change Order: A written signed and approved document by the Town Manager or designee ordering a change in the contract price or contract time or a material change in work.

2. Preparation of Bids

- a) The Bid forms define requirements of items to be purchased, and must be completed and submitted with the Bid. Use of any other forms will result in the rejection of the Bidder's offer. The Bid submittal forms must be legible. Bidders shall use typewriter, computer, or ink. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the Bid to be rejected.
- b) An authorized agent of the Bidder's firm must sign the Bid submittal form. **Failure to sign the Signature Page of the Bid will render the Bid non-responsive.**
- c) The Bidder may be considered non-responsive if Bids are conditioned upon modifications, changes, or revisions to the terms and conditions of this Solicitation.
- d) The Bidder may submit alternate Bid(s) for the same Solicitation provided that such offer is allowable under the terms and conditions. The alternate Bid must meet or exceed the minimum requirements and be submitted as a separate Bid submittal marked "Alternate Bid".
- e) When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.
- f) Late Bids will not be accepted and will be returned to the sender unopened. It is the Bidder's responsibility to ensure timely delivery by the due date and time, and at the place stated in this Solicitation. No exceptions will be made due to weather, carrier, traffic, illness, or other issues.

3. Examination of Bid Documents

Before submitting a bid, each Bidder must (a) examine the bid documents thoroughly; (b) be knowledgeable of federal, state, county, and local laws, ordinances, rules and regulations that may in any manner affect cost, progress, performance, or provision of the commodities and/or services; (c) study and carefully correlate Bidder's observations with the bid documents, and (d) notify the Procurement Division of all conflicts, errors, and discrepancies in the bid documents. Failure to familiarize himself/herself with applicable laws will in no way relieve him/her from responsibility.

The submission of a bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of the bid document, that without exception, the bid is premised upon performing the services and/or furnishing the commodities and materials and such means, methods, techniques, sequences or procedures as may be

indicated in or required by the bid documents, and that the bid documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of performance and furnishing of the goods and/or services.

4. Modification and Withdrawal of Bids

Bids will be valid and irrevocable for at least 120 days. Bidder may change or withdraw a bid at any time prior to the submittal deadline. All changes or withdrawals must be made in writing to the Town Clerk. Oral/Verbal modifications will not be allowed and will be disregarded. After expiration of the period for receiving bids, no bids may be withdrawn or modified. Bidders must not assign or otherwise transfer their bid response.

5. Acceptance or Rejection of Bids

No bid will be accepted from, nor will any contract be awarded to any person or firm who is in arrears to the Town, upon any debt or contract, or who is a defaulter, as surety or otherwise, upon any obligation to the Town, or who is deemed nonresponsible or unreliable to the Town, or who has been debarred by a federal, State of Florida, or Florida public entity.

The Town reserves the right to disqualify any bid before or after the submission date, upon evidence of collusion with intent to defraud, or other illegal practices on the part of the Bidder. The Town reserves the right to waive any immaterial defect or informality in any bid; to reject any or all bids in whole or in part, or to withdraw or re-advertise the solicitation.

6. Bidder's Expenditures

Bidder understands and agrees that any expenditure they make in preparation and submittal of bid or in performance of any services requested by the Town in connection with the bid are exclusively at the expense of the bidder. The Town will not pay or reimburse any expenditure or any other expense incurred by any bidder in preparation of a bid, or anticipation of an award of a contract, or to maintain the approved status of the Successful Bidder(s) if a Contract is awarded, or administrative or judicial proceedings resulting from the solicitation process.

7. Addendum

If the bidder should be in doubt as to the meaning of any of the bid documents, or is of the opinion that the plans and/or specifications contain errors, contradictions or reflect omissions, bidder shall submit a written request to the Procurement Division at procurement@miamilakes-fl.gov. Interpretations or clarifications deemed necessary by the Procurement Division in response to such questions will be issued on official addendum. The Town reserves the right to postpone the date for receipt and opening of Bids and will make a reasonable effort to give at least five (5) calendar days' notice prior to the deadline, of any such postponement to prospective Bidders. Any such postponement will be announced through the issuance of an addendum posted to the Town's website.

The issuance of written addendum is the only official method whereby interpretation, clarification, changes or additional information can be given. It is the bidder's sole responsibility to check the Town's Procurement website prior to the bid submittal deadline to ensure that the bidder has a complete, up-to-date package.

8. Cone of Silence

"Cone of Silence," as used herein, means a prohibition on any communication regarding a particular Request for Proposal ("RFP"), Request for Qualification ("RFQ") or bid. Pursuant to Section 2-11.1(t) of the County Code, all Bid solicitations, once advertised and until an award recommendation has been forwarded to the appropriate authority are under the "Cone of Silence". Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in writing to the attention of the Procurement Manager and shall contain the requester's name, address, and telephone number. During Cone of Silence the following is prohibited: Any communication regarding this bid between a potential vendor, service provider, bidder, lobbyist, or consultant and the Town's professional staff including, but not limited to Town Council, the Town Manager and his or her staff. All communication regarding this bid should be sent in writing only to the Procurement Division at procurement@miamilakes-fl.gov.

9. Certification of Accuracy

Bidder, by signing and submitting its bid response, certifies and attest that all Forms, Affidavits and documents related thereto included in its bid, in support of its bid are true and accurate. Any Bidder who submits in its bid response any information that is determined by the Town, in its sole opinion, to be substantially inaccurate, misleading, exaggerated, or incorrect, will be disqualified from consideration for award of the Contract.

10. Clarifications

The Town reserves the right to make site visits, visit the bidder's place(s) of business, to request clarifications of information submitted and to request or obtain any necessary supporting documentation or information of one or more bidders, after the deadline for bid submittal.

11. Subcontractor(s)

Subcontractor(s) are an individual or company who has a contract with the Bidder to assist in the performance of the work required under this Bid. Subcontractor(s) will be paid through Bidder and not paid directly by the Town. Bidder must clearly reflect in its Bid the major Subcontractor(s) to be utilized in the performance of the work. Any and all liabilities regarding the use of a Subcontractor(s) will be borne solely by the Successful Bidder(s) and insurance for each Subcontractor(s) must be maintained in good standing and approved by the Town throughout the duration of the Contract. Neither the Successful Bidder(s) nor any of its Subcontractor(s) are considered to be employees or agents of the Town.

12. Awards

The Town reserves the right, in its sole discretion, as the best interest of the Town may require, to make award(s) by individual item, group of items, all or none, or a combination thereof; on a geographical basis and/or with one or more vendors, contractors, consultants or specialists; or to reject any and all Proposals or waive any minor irregularity or technicality in the Proposals received. The Town does not represent that any award will be made.

If applicable, the bidder to whom award is recommended shall execute a written contract prior to award by the Town Council. If the bidder to whom the first award is made fails to enter into a contract as herein provided, the contract may be let to the next lowest bidder or next ranked proposer as applicable who is responsible and responsive in the opinion of the Town.

13. Local Preference

This RFP is subject to the Local Business Preference as specified in Ordinance 12-142 of the Town Code. Information on the Local Business Preference can be found at http://www.miamilakes-fl.gov/index.php?option=com_content&view=article&id=102&Itemid=305.

14. Business Tax Receipt Requirement

Bidder must meet the Town's Business Tax Receipt requirements in accordance with the Town Code, as amended. Bidders with a business location outside the Town must meet the applicable local or County Business Tax Receipt or Occupational License requirements.

15. Protest Process

Any Bidder wishing to file a protest as to the requirements or award of this RFP must do so in accordance with Ordinance 12-142 (Procurement Ordinance), which is available at http://www.miamilakes-fl.gov/index.php?option=com_content&view=article&id=67&Itemid=269.

16. Non-Exclusive Contract

It is the intent of the Town to enter into a contract with all successful Bidder(s) that will satisfy its needs as described herein. However, the Town reserves the right, as deemed in its best interest, to perform, or cause to be performed, the Work and services, or any portion thereof, as it sees fit, including but not limited to: award of other contracts, use of another contractor, or perform the Work with its own employees.

17. Compliance with Federal Standards

All items to be purchased under resultant contract shall be in accordance with all governmental standards, to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

18. Compliance with Federal Regulations Due to Use of Federal Funding

If the goods or services to be acquired under this Solicitation are to be purchased, in part or in whole, with Federal funding, it is hereby agreed and understood that Section 60-250.4, Section 60-250.5, and Section 60-741.4 of Title 41 of the United States Code, which addresses Affirmative Action requirements for disabled workers, is incorporated into this Solicitation and resultant contract by reference.

19. Contingent Fees

Bidder represents and warrants to the Town that it has not employed or retained any person or company, to solicit or secure the award of a contract, and that it has not offered to pay, paid, or agreed to pay any person, company, corporation, or firm any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with, the award or making of a contract.

20. Nondiscrimination

Bidder agrees that it will not discriminate as to race, sex, color, age, religion, national origin, marital status, or disability in connection with its performance under this solicitation. Furthermore, Bidder agrees that no otherwise qualified individual will solely by reason of his/her race, sex, color, age, religion, national origin, marital status or disability be excluded from the participation in, be denied benefits of, or be subjected to, discrimination under any program or activity.

21. Assignment; Non-Transferability of Response

A Response must not be assigned, transferred, purchased, or conveyed. A Bidder who is purchased by or merged with any other corporate entity during any stage of the Proposal process, from date of submission of the Response through, to and including awarding of and execution of a contract, will have its Response deemed non-responsive and will not be considered or further considered for award.

22. Public Entity Crimes Act

In accordance with the Public Entity Crimes Act, (Section 287.133, Florida Statutes) a person or affiliate who is a contractor, who had been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to the Town, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to the Town, 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 the Town in excess of the threshold amount provided in Section 287.917, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section by the Contractor will result in rejection of the Bid, termination of the contract, and may cause Contractor debarment.

23. Conflict of Interest

Bidder must complete the Conflict of Interest Affidavit certifying that its Bid Submittal is made independently of any assistance of participation from any Town employee, elected official, or contractor working for or on behalf of the Town, who assisted in any aspect with the development, evaluation, or award of this or any solicitation issued by the Town.

Town employees may not contract with the Town through any corporation, or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more). Immediate family members, including spouse, parents, and children are also prohibited from contracting with the Town without the prior approval of the Town Council.

Miami-Dade County Ordinance 2-11.1, Conflict of Interest & Code of Ethics ordinance or the provisions of Chapter 112, Part III, Fla. Stat., Code of Ethics for Public Officers and Employees, as applicable and as amended are hereby included into and made a part of this solicitation.

24. Collusion

Bidder certifies that its bid is made without previous understanding, agreement or connection either with any person, firm, or corporation submitting a bid for the same services, or with any Town department. Bidder certifies that its bid is fair, without control, collusion, fraud, or other illegal action. Bidder further certifies that it is in compliance with the conflict of interest and code of ethics laws. The Town will investigate all situations where collusion may have occurred and the Town reserves the right to reject any and all bids where collusion may have occurred. Bidder must include in its bid the Non-Collusive Affidavit. Failure by the bidder to submit this affidavit will result in the bid being deemed non-responsive.

25. Drug Free Workplace

Bidder that meets the requirements of Florida Statute 287.087 will receive preference should a tie occur in the ranking of the Responses by the Evaluation Committee. Should a tie in the ranking of Responses occur the tied Bidders will be requested to submit an affidavit, if applicable, attesting to meeting the requirements.

26. Contract Terms and Conditions

The Bidder(s) selected to provide the services requested herein (the "Successful Bidder(s)") will be required to execute a contract with the Town. The terms, conditions, and provisions in the solicitation document are included and incorporated in the final contract.

END OF SECTION

SECTION II SCOPE OF SERVICES

1. Purpose

The Town of Miami Lakes, Florida, ("Town") is accepting sealed Proposals from qualified and experienced firms to provide Bus Operations Services for the Town's fixed route and on-demand circulator buses in accordance with all applicable standards/codes and the terms, conditions and specifications contained in the Request for Proposals ("RFP") and associated Exhibits.

2. Vehicles

The Town shall provide the following three (3) buses to the Contractor for use solely in connection with the services stipulated herein:

<u>Vehicle Identification Number (VIN)</u>	<u>Year</u>	<u>Make</u>
1N9MNAE34DC084193	2012	El Dorado
1N9MNAC66DC084192	2012	El Dorado
1FDFE4FP6ADA12828	2005	Ford

At the conclusion of each day's route, buses are to be retrieved and dropped off at the following address: City of Hialeah Transit Facility, 900 E 56 Street, Hialeah, FL 33013. The Town utilizes the facilities of the City of Hialeah ("Hialeah") for the storage, fueling and maintenance of the buses. Hialeah's responsibilities related to the buses are outlined in an Interlocal agreement between the Town and Hialeah (reference Exhibit "B").

3. Contracted Services

The Town has developed the following operating schedules and bus blocks and will be responsible for any adjustments or changes to the schedules. Contractor will provide the following services using the Town-owned buses:

3.1 Circulator Service: The Contractor shall operate one fixed-route using two buses. The Contractor shall provide the fixed-route bus services every Monday through Friday from 6:00 a.m. to 10:40 a.m., and from 2:15 p.m. through 7:00 p.m., except during New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day or Christmas Day when these services will not be provided by Contractor. The Town will be responsible for designation of the pick-up and delivery points (reference Exhibit "C" Current Circulator Route).

3.2 On-Demand Service: On an as-needed basis as determined by the Town, the Contractor shall operate the on-demand service using one bus. The current demand-response service operates every Monday through Friday between 8:00 a.m. and 3:15 p.m. and Sundays between 9:00 a.m. to 2:00 p.m., except during New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day or Christmas Day. Passengers must be picked up within ten (10) minutes of the scheduled time.

Contractor input will be solicited for adjustments in running times and must report any ongoing schedule adherence problems.

4. Contractor Responsibilities

4.1 Contractor will lease the three (3) vehicles from the Town at the rate of \$1.00 annually. These buses must be covered by the Contractor's insurance, and it will be the

responsibility of the Contractor to get all necessary permits and tags for these buses. The Town may provide replacement buses during the course of this agreement. Any replacement buses will be covered by the Contractor's insurance, and it will be the responsibility of the Contractor to get all necessary permits and tags for any replacement buses. The Contractor agrees to have a ready-for-service spare bus, owned by the Contractor and covered by the Contractor's insurance with all necessary permits and tags, available for use within the Town of Miami Lakes and its vicinity.

- 4.2 Compliance with Permits and Licenses: Contractor shall perform the Services under this Agreement in compliance with applicable federal, state, and local laws, rules, and ordinances applicable to the Services. Contractor shall be responsible for obtaining, at its own cost and expense, any and all licenses and/or permits required to perform the Services; provided, however, that the Town shall be responsible and pay for all vehicle licensing, fees, registration, and taxes applicable to all vehicles provided by the Town.
- 4.3 Contractor will be responsible for all hiring, training and scheduling of bus drivers. The drivers employed by the Contractor for the purpose of providing the bus services shall be properly licensed and trained operators. The drivers shall complete any and all required training prior to operating buses and possess the qualifications as required by the State of Florida and Miami-Dade County, Florida, including a current commercial driver's license with a passenger endorsement. The Contractor shall ensure that all drivers are familiar with and trained in all policies and procedures, regardless of distribution of written materials to same.
- 4.4 Contractor shall provide road supervision as required to monitor drivers, buses, quality of service, and adherence to all established routes and time schedules, and to respond to emergency calls. The Contractor shall provide knowledgeable, effective supervisory staff to support the transit operation. The Contractor will recruit, hire, train and employ supervisory personnel, including a site manager, dispatchers and road supervisors for the purpose of overseeing the operation of service, and to ensure safe, reliable transit service. Any on-site office space Contractor may require in order to facilitate the services, to include office trailer, etc. will be the sole responsibility of the Contractor.
- 4.5 The Contractor shall develop, implement, and maintain a formal safety program including periodic safety meetings, participation in safety organizations, safety incentives offered by the Contractor to drivers and other employees, and participation in risk management activities under the auspices of the Contractor's insurance carrier or other organization.
- 4.6 The Contractor shall periodically provide standardized uniforms at no charge to each driver. The uniform shall identify the name of the Town and Town logo. The uniform shall not include the Contractor's name. The uniforms must be of sufficient quantity to maintain good grooming and be clean and neat and worn at all times during performance of Services. The Contractor will provide a sample of the uniform for the Town Manager's approval prior to use. Any driver not wearing the approved uniform while on duty is prohibited from performing Services under the Agreement.
- 4.7 The Contractor shall at all times maintain buses in good mechanical condition and safe operating condition, and in conformity with all applicable local, state, and federal safety regulations. The Contractor will clean and fumigate the buses. The interior of the bus shall be maintained in a clean manner by the drivers daily.
- 4.8 From time to time, the Town may provide handout materials to be distributed to the riders. Such directive to hand out materials will be provided in writing from Town's designee.

Contractor shall not disseminate any other materials than those directed in writing by the Town's designee.

- 4.9** The Contractor shall implement a written dispute resolution process for the rapid resolution of passenger complaints regarding the bus services. The Contractor shall document passenger complaints and describe any actions taken to resolve such complaints and verbally report to the Town transit manager the complaints and actions taken within the same business day of any complaint and in writing within twenty-four (24) hours.
- 4.10** Contractor shall invoice the Town on a monthly basis for all Services provided during the prior month. The Contractor will use the Town's standard invoice form. Payments will be made in accordance with the Florida Prompt Payment Act.
- 4.11** The Contractor acknowledges that time is of the essence in the performance of the Services. In the event of delays, the Town will utilize the deductions set forth in the Agreement under Contractor Non-Performance Deductions (reference Exhibit "A").
- 4.12** Contractor shall maintain compliance with all applicable laws, ordinances, codes, rules and regulations of federal, state and local governments, including the Town's ordinances and policies, relating to transportation systems. The Contractor will adhere to all United States Department of Transportation, Federal Transit Administration and Florida Department of Transportation regulations in order that the Town will remain and/or retain its eligibility for any and all Operating and Capital assistance funding programs. The Contractor shall comply with the Town of Miami Lakes System Safety Program Plan and the Security Program Plan, attached hereto and incorporated herein as Exhibits "D" & "E" and ensure compliance with the Interlocal Agreement for Distribution, Use and Reporting of Charter County Transit System Surtax Proceeds attached hereto and incorporated herein as Exhibit "F".

END OF SECTION

SECTION III PROPOSAL REQUIREMENTS AND SELECTION PROCESS

1. Minimum Qualification Requirements

The Town is seeking to procure a qualified and experienced company meeting the following requirements:

- 1.1 Firm is licensed by the State of Florida and Miami-Dade County to provide commercial transportation services and be currently and continuously engaged in providing such services for a minimum of three consecutive (3) years (no less than 36 months).
- 1.2 Firm has provided circulator services to a minimum of three (3) entities within the past (5) years.
- 1.3 Firm has provided on-demand services to a minimum of two (2) entities within the last five (5) years.
- 1.4 Firm acknowledges and demonstrates compliance with applicable local, state and federal laws and regulations in the performance of the services stipulated herein to include but not be limited to written drug and alcohol testing policy.

The Town will consider a Proposal as 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. Proposer must include documentation substantiating such name change as part of its Response for the Town to consider crediting the years of experience from the Proposer under its previous name. Failure to include such documentation with the Response will result in a determination of non-responsive.

2. Submittal Requirements

Sealed written Proposal submittal package must be received by the Town of Miami Lakes; Town Clerk's Office, no later than the date, time, and at the location indicated in the RFP Legal Notice (Page 2), in order to be considered responsive. Faxed or emailed documents are **not** acceptable. **Responses received at any other location than the aforementioned or after the Proposal submission date and time will be deemed non-responsive and will not be considered.**

Only one (1) Response from an individual, firm, partnership, corporation, business entity, will be considered in response to this RFP. An individual, firm, partnership, or corporation that submits a Response may not be a subcontractor on another Response submitted under this RFP.

Proposals must be submitted in the form of one (1) original and four (4) duplicate copies of the original and one (1) duplicate PDF of the entire original proposal on CD-ROM or flash drive. Proposals must be submitted in sealed envelope(s) or package(s) with the RFP number, title, and opening date clearly noted on the outside of the envelope(s) or package(s) in the following manner: **"RFP No. 2016-44, BUS OPERATIONS SERVICES"**. The Procurement Division requests that proposers do not use spiral-binding or clear sheet protectors in their submittal package.

3. Schedule of Events

The Town will use the following tentative schedule in the selection process. The Town reserves the right to change and/or delay scheduled dates.

RFP Available	08/15/16
Deadline for Receipt of Questions (12:00 PM EST)	08/26/16
Proposals Due (11:00 AM EST)	09/09/16
Evaluation Committee Review/ Town Manager's Recommendation by	09/16/16

Council Award of Contract
Initial Term of Resultant Contract

10/04/16
11/01/16 – 03/30/2018

Inquiries with regard to this solicitation must be received in writing at the procurement@miamilakes-fl.gov email address by the submittal deadline stated above. No phone calls will be accepted.

4. Proposal Format

The proposal shall contain specific sections tabbed in accordance with the following format:

Tab 1: Qualifications and Experience

- a) In a cover letter signed by an authorized signatory of the firm not to exceed two (2) pages, clearly describe the ability to perform the scope of services proposed.
- b) Provide fact sheet with evidence to indicate that the firm meets the Minimum Qualification Requirements stipulated in Section III, Article 1. Proposers are required to use the Reference Verification Forms provided herein for Section III, Articles 1.2 and 1.3.
- c) Provide resumes for firm's key personnel who will be dedicated to oversee and supervise the services specified herein to include information about licenses, certifications and trainings.

Tab 2: Plan, Approach and Procedures

- a) Describe the firm's transition and management plan to be used, to include but not be limited to logistics, staff training, monitoring driver performance, dispatch coordination and daily/weekly/monthly/annual safety protocols as they pertain to operators and vehicles.
- b) Explain how your firm will coordinate compliance with the Town's Bus Transit System Safety Program Plan (SSPP) and Security Program Plan (SPP) and assist the Town in updating the plan and other required documentation in accordance with FDOT and applicable regulatory agencies.
- c) Identify in detail the process for ridership data collection, including what data is collected, stored and how frequently the data is updated and reported. Provide sample copies of ridership data collected.
- d) Provide a detailed description of the process to be used for riders requesting transportation by the Town, including receipt, dispatch and distribution to driver(s), quality control to ensure riders are picked up on a timely basis, identification and handling of special needs (ie. wheelchair access, entry access, etc.)
- e) Explain the process and procedure for the receipt, investigation and resolution of rider complaints.
- f) Attach policies and procedures to demonstrate compliance of applicable local, state and federal laws and regulations in the performance of the services.

Tab 3: Client References

Proposer shall provide a list of at least three (3) clients that proposer has provided similar services in the past three (3) years. Governmental references are preferred. The Proposer's Reference Form is located in Section IV and shall be used to supply the required client reference information.

Tab 4: Form of Agreement

Proposer shall include any comments related to the Town's form Agreement (reference Exhibit "A").

Tab 5: Required Forms

All forms in Section IV are required.

Tab 6: Required Documents

- a) Copy of Proposer's of State of Florida and Miami Dade County licenses.
- b) State of Florida Corporation certificate or other documentation to demonstrate company is registered to conduct business in the State of Florida.
- c) Copy of Business Tax Receipt.
- d) Current Certificate of Liability Insurance
- e) Provide most recent business financial statements as of a date not earlier than the end of the Proposer's preceding official tax accounting period, together with a statement in writing, signed by a duly authorized representative, stating that the present financial condition is materially the same as that shown on the balance sheet and income statement submitted, or with an explanation for a material change in the financial condition. Business income tax return for the past two (2) years will be accepted if financial statements are unavailable.

5. Review of Proposals for Responsiveness

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

6. Performance

It is the intention of the Town to obtain the services as specified herein from a source of supply that will give prompt and convenient service. The awarded Proposer(s) must be able to perform as required under the scope of services. Any failure of Contractor to comply with these conditions may be cause for terminating any resulting contract immediately upon notice by the Town. The Town reserves the right to obtain these products from other sources, when necessary, should Contractor be unable to perform on a timely basis and such delay may cause harm to the using department or Town residents.

7. Contract Term

The initial contract period shall commence on November 1, 2016 and expire on March 30, 2018. The Town reserves the right to extend the contract for two (2) additional one (1) year periods, providing both parties agree to the extension and all terms, conditions and specifications remain the same. Contract renewal shall be based on satisfactory performance, mutual acceptance, and determination that the Contract is in the best interest of the Town.

8. Cost Adjustments

8.1 Costs for all services purchased under this contract shall remain firm for the initial contract period. Costs for subsequent years and any extension term years shall be subject to an adjustment only if increases occur in the industry. However, unless very unusual and significant changes have occurred in the industry, such increases shall not exceed five percent (5%) per year or, whichever is less, the latest yearly percentage increase in the All Urban Consumers Price Index (CPI-U) (All Items), for the Miami-Ft. Lauderdale, FL area, as published by the Bureau of Labor Statistics, U.S. Department of Labor. The yearly increase or decrease in the CPI shall be the latest index published and available ninety (90) days prior to the end of the contract year then in effect compared to the index for the same month one (1) year prior. Any requested price increase shall be fully documented and submitted to the Town at least ninety (90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective upon the anniversary date of the contract. In the event the CPI or industry costs decline, the Town shall have the right to receive from the Contractor a reasonable reduction in costs that reflect such cost changes in the industry.

8.2 The Town may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or any decreases are considered to

be insufficient. In the event the Town does not wish to accept the adjusted prices and the matter cannot be resolved to the satisfaction of the Town, the contract can be cancelled by the Town upon giving thirty (30) days written notice to the Contractor.

9. Insurance

Without limiting any of the other obligations or liabilities of Contractor, the Contractor must secure and maintain throughout the duration of this Contract, insurance of such type and in such amounts necessary to protect its interest and the interest of the Town against hazards or risks of loss as specified below. The underwriter of such insurance must be qualified to do business in the State of Florida, be rated "B" as to management and "Class V" as to strength or better as rated by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent. The insurance carrier must have agents upon whom service of process may be made in the State of Florida. The insurance coverage must be primary insurance with respect to the Town, its officials, employees, agents and volunteers. Any insurance maintained by the Town will be in excess of the Contractor's insurance and will not contribute to the Contractor's insurance. The insurance coverages must include a minimum of:

Worker's Compensation and Employer's Liability Insurance:

Coverage to apply for all employees for statutory limits as required by the State of Florida's Statutory Workers' Compensation Law and all applicable Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$1,000,000 each accident and a waiver of subrogation. The policies must include:

- 1) Waiver of subrogation
- 2) Statutory State of Florida
- 3) Limit of Liability

Employer's Liability:

Limit for each bodily injury by an accident must be at least \$1,000,000 policy limit for each accident, per employee, including bodily injury caused by disease.

Comprehensive Business Automobile and Vehicle Liability Insurance:

This insurance must be written in comprehensive form and must protect the Contractor and the Town against claims for injuries to members of the public and/or damages to property of others arising from the Contractor's use of motor vehicles or any other equipment and must cover operation with respect to onsite and offsite operations and insurance coverage must extend to any motor vehicles or other equipment irrespective of whether the same is owned, non-owned, or hired. The limit of liability must not be less than \$1,000,000 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsement, as filed by the Insurance Services Office.

Commercial General Liability ("CGL")

This insurance must be written in comprehensive form and must protect the Contractor and the Town against claims arising from injuries to members of the public or damage to property of others arising out of any act or omission to act of the Contractor or any of its agents, employees, or subcontractors. The limit of liability must not be less than \$1,000,000 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a primary and non-contributory basis and with a coverage form no more restrictive than the latest edition of the Commercial General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include: (1) Premises and/or Operations; (2) Independent contractors and Products and/or completed Operations; (3) Broad Form Property Damage, Personal Injury and a Contractual Liability Endorsement, including any hold harmless and/or indemnification agreement.

1. Products and/or Completed Operations for contracts with an Aggregate Limit of at least \$500,000 for the term of the Contract. Contractor must maintain in force until at least three years after completion of all Work required under the Contract, coverage for Products and Completed Operations, including Broad Form Property Damage.
2. Personal and Advertising Injury with an aggregate limit of at least \$1,000,000.
3. CGL Required Endorsements: Employees included as insured, Contingent, Liability/Independent Contractors Coverage, Contractual Liability, Waiver of Subrogation, Premises and/or Operations, Loading and Unloading.
4. Excess Liability Insurance (Umbrella Policy) with an aggregate limit and per occurrence limit of not less than \$5,000,000.

Town is to be expressly included as an **Additional Insured** on Contractor's CGL and Umbrella policies.

Certificate of Insurance

Contractor must provide the Town Manager or designee with Certificates of Insurance for all required policies within fifteen (15) days of notification of a conditional award by the Town. The Certificates of Insurance must not only name the types of policy(ies) provided, but also must specifically cite this Contract and must state that such insurance is as required by this Contract. The Town reserves the right to require the Contractor to provide a certified copy of such policies, upon written request by the Town. Each policy certificate must be endorsed with a provision that not less than thirty (30) calendar days' written notice must be provided to the Town before any policy or coverage is cancelled, restricted, or a material change is made. Acceptance of the Certificate(s) is subject to approval of the Town Manager or designee.

Additional Insured

The Town is to be specifically included as an Additional Insured for the liability of the Town resulting from operations performed by or on behalf of Contractor in performance of this Contract. The Town must be named as Additional Insured under the CGL, business automobile insurance and umbrella policies. Town must be named as an additional insured under Contractor's insurance, including that applicable to the Town as an Additional Insured, must apply on a primary basis and any other insurance maintained by the Town will be in excess of and will not contribute to Contractor's insurance. Contractor's insurance must contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance must apply to each Insured or Additional Insured in the same manner as if separate policies had been issued to each.

All deductibles or self-insured retentions must be declared to and be approved by the Town Manager. The Contractor is responsible for the payment of any deductible or self-insured retentions in the event of any claim.

10. Evaluation Method and Criteria

The selection of a Proposer will be based on the Proposal most advantageous to the Town based the following evaluation criteria on a 100-point scale:

- Proposer's Qualifications, Experience and References = 30 Points
- Proposer's Plan, Approach and Procedures = 40 Points
- Price Proposal = 30 Points
 - The responsive Proposal with the lowest hourly price for Item "A" on the Price Proposal Form will be given the full weight as identified below. Every other Proposal will be given points proportionally in relation to the lowest price. This point total will be calculated by dividing the lowest hourly price by the hourly price of the Price Proposal being evaluated with the result being multiplied by the

maximum weight for the price to arrive as a cost score of less than the full score for price.

$$\frac{\text{Lowest Price Proposed}}{\text{Proposer's Price}} \times \text{Total Points for Price} = \text{Price Score}$$

Example: $\frac{\$20.00}{\$30.00} \times 30 = 20 \text{ points}$

The above criterion is provided to assist the Proposers in the allocation of their time and efforts during the submission process. The criterion also guides the Evaluation Committee during short-listing and final ranking of Proposers by establishing a general framework for those deliberations. Past performance of Proposers services may also be included in determining recommendation for award. During the evaluation process, Town reserves the right, where it may serve the Town's best interest to request additional information or clarification from Proposers.

Each proposal will be evaluated individually and in the context of all other proposals. Proposals must be fully responsive to the requirements described in this RFP and to any subsequent requests for clarification or additional information made by the Town through written addenda to this RFP. Proposals failing to comply with the submission requirements, or those unresponsive to any part of this RFP, may be disqualified. There is no obligation on the part of the Town to award the proposal to the lowest priced Proposer, and the Town reserves the right to award the contract to the Proposer submitting the best overall responsive proposal which is most advantageous and in the best interest of the Town in achieving the service, and to waive any irregularity or technicality in the proposals received. The Town shall be the sole judge of the proposals that offer the best value and the resulting agreement that is in its best interest and its decision shall be final.

11. Oral Presentations

Short-listed Proposers/finalists may be required to provide an oral presentation and/or question and answer ("Q&A") session in support of their proposals or to exhibit or otherwise demonstrate the information contained therein or by conference telephone call for clarification purposes only, prior to an award recommendation. The Firm's Project/Account Manager shall be the sole presenter. The Evaluation Committee may elect to re-rank the finalist's proposals. Should the Town require an oral presentation and/or Q&A; the Proposer will be notified five (5) days in advance of appearing before the Evaluation Committee.

12. Negotiations

Contract(s) may be awarded on the basis of initial offers received, without discussion. Therefore, each initial offer should contain the Proposer's best terms from a monetary and technical standpoint. Pursuant to Paragraph 5(b) of Section 287.055, Florida Statutes, the Town, at its sole discretion, reserves the right to enter into contract negotiations with the number one ranked, responsive, responsible Proposer. If the Town and said Proposer cannot negotiate a Successful Contract, the Town may terminate said negotiations and begin negotiations with the number two ranked, responsive, responsible Proposer. This process will continue until a contract acceptable to the Town has been executed or all proposals are rejected. No Proposer shall have any rights against the Town arising from such negotiations or termination thereof.

13. Evaluation Procedures

The procedure for Proposal evaluation and selection is as follows:

- a. Request for Proposals issued.
- b. Receipt of Responses.
- c. Opening and listing of all Responses received.

- d. Preliminary review of the Responses by Town staff for compliance with the submission requirements of the RFP, including verification that each Response includes all required documents.
- e. Review by Town Staff to confirm that the Proposer's Team is qualified to render the required services according to applicable federal, state and local laws, codes and regulations.
- f. The Evaluation Committee ("Committee"), appointed by the Town Manager, will meet to evaluate and rank each responsive Proposal in accordance with the requirements of the RFP. At the Committee's option, the Proposers may be required to attend an interview session. The Committee may, at its sole discretion, shortlist the proposers and may invite only the shortlisted firms to an interview session.
- g. The Committee forwards its recommendation of the most qualified Proposer(s) to the Town Manager inclusive of the ranking of the Responses.
- h. The Town Manager will review the Evaluation Committee's recommendation and make a recommendation to the Town Council for award, reject all Responses, or return the recommendation to the Committee for reconsideration. In the event of a tie, the recommendation of the Town Manager will control. The Town Manager may submit a recommended Proposer or "short list" of a combination of a recommended Proposer and the "short list" to the Town Council.
- i. As stated in the solicitation, the Town Manager may conduct negotiations with the highest ranked Proposer.
- j. If the Town Manager is unsuccessful in negotiating a Contract with the selected Proposer the negotiations with the Proposer may be terminated and the Town Manager will attempt to negotiate a Contract with the next highest ranked Proposer and so on.
- k. The Town Council will make the final selection and award.

END OF SECTION

STATEMENT OF NO-RESPONSE

If your company will not be submitting a response to this Bid/RFP, please complete this Statement of "No" Response Sheet and return, prior to the Bid/RFP Due Date established within, to:

The Town of Miami Lakes
 Procurement Division
 6601 Main Street
 Miami Lakes, FL 33014
 Email: procurement@miamilakes-fl.gov

This information will help The Town of Miami Lakes in the preparation of future Bids/RFPs.

Bid/RFP Number: _____ Title: _____

Company Name: _____

Contact: _____

Address: _____

Telephone: _____ Facsimile: _____

√	Reasons for "NO" Response:
	Unable to comply with product or service specifications.
	Unable to comply with scope of work.
	Unable to quote on all items in the group.
	Insufficient time to respond to the Request for Proposal.
	Unable to hold prices firm through the term of the contract period.
	Our schedule would not permit us to perform.
	Unable to meet delivery requirements.
	Unable to meet bond requirements.
	Unable to meet insurance requirements.
	Other (Specify below)

Comments: _____

Signature: _____ Date: _____

**SECTION IV
REQUIRED FORMS**

PRICE PROPOSAL FORM

RFP 2016-44 BUS OPERATIONS SERVICES			
Item	Description of Service	Service Days	Hourly Rate
A	CIRCULATOR & ON-DEMAND	Monday - Friday	\$_____ Rate Per Hour
B	ON-DEMAND ONLY	Sunday	\$_____ Rate Per Hour

Notes:

1. Proposers must propose on all line items in the price table in order to be considered responsive to the solicitation.
2. The Town anticipates a minimum of 325 Circulator Service hours per month. The Town reserves the right to adjust the hours and timing based on actual demand. This also applies to the routes and number of stops, which may be adjusted based on data gathered by the Contractor during operations.
3. Historical usage for on-demand services indicates an average of 530 rides requested per month.
4. All rates must include the cost of a Dispatcher.
5. Contractor will charge Town a fixed time of 15 minutes per route, per day for fueling time. If the bus is not fueled each day the Town will not be charged for fueling time.
6. The driver shall not delay upon arrival and return to perform pre-trip and post-trip inspections.
7. The hourly rate for out-of-contract services performed outside normal operating hours will be billed at the same rate as set forth herein or a lower negotiated amount confirmed in writing signed by both parties.

By signing below, proposer certifies that the information contained in its Price Proposal includes all costs for the Services in accordance with the terms, conditions and specifications contained in this RFP. The Town at its sole discretion may negotiate the elements of the fees with the Proposer.

Firm's Name: _____ F.E.I.N. No.: _____

Town/State/Zip: _____

Signature of Authorized Signatory: _____

Printed Name/Title: _____ Email Address: _____

**CERTIFICATE OF AUTHORITY
(IF CORPORATION)**

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 to execute proposals on behalf of the corporation and providing that his/her execution thereof, attested by the secretary of the corporation, is the official act and deed of the corporation. 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: _____ Print: _____

**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 to execute proposals on behalf of the partnership and provides that his/her execution thereof, attested by a partner, is 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: _____ Print: _____

**CERTIFICATE OF AUTHORITY
(IF JOINT VENTURE)**

Joint ventures must submit their joint venture agreement indicating that the person signing this Bid is authorized to sign Bid documents on behalf of the joint venture and submit the appropriate Certificate of Authority (corporate, partnership, or individual).

**CERTIFICATE OF AUTHORITY
(IF INDIVIDUAL)**

I HEREBY CERTIFY that, I (Name) _____, individually and doing business as (d/b/a) _____ (If Applicable) have executed and am bound by the terms of the Proposal to which this attestation is attached.

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

Signed: _____ Print: _____

NOTARIZATION

STATE OF _____)

) SS:

COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, who is personally known to me or who has produced _____ as identification and who (did/did not) take an oath.

SIGNATURE OF NOTARY PUBLIC

STATE OF FLORIDA

PRINTED, STAMPED OR TYPED

NAME OF NOTARY PUBLIC

RFP 2016-44
ADDENDUM ACKNOWLEDGEMENT FORM

Listed below are the dates of issue for each Addendum received in connection with this RFP:

Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____

_____ No Addendum issued for this RFP

Firm's Name: _____

Signature: _____

Printed Name/Title: _____

PROPOSER PROFILE FORM

By submitting this Proposal, firm certifies the truth and accuracy of all information contained herein.

Proposer's Business Name _____

Contact Person _____ Title _____

Email Address _____ Phone Number _____

A. Business Information

1. How many years has your company been in business under its current name and ownership?

a. Professional Licenses/Certifications (include name and number)* Issuance Date

b. Date company licensed by the State of Florida or Miami-Dade County: _____

c. State and Date of Incorporation: _____

d. What is your primary business? _____

(This answer should be specific)

2. Name and Licenses of any prior companies:

Name of Company	License No.	Issuance Date

3. Type of Company (circle one):

Corporation "S" Corporation LLC Sole Proprietorship

Other: _____

(Corporations will be required to provide a copy of their corporate resolution prior to executing a contract).

4. Company Ownership

a. Identify all owners of the company

Name	Title	% of ownership

b. Is any owner identified above an owner in another company? ☐ Yes ☐ No

If yes, identify the name of the owner, other company names, and % ownership

c. Identify all individuals authorized to sign for the company, indicating the level of their authority (check applicable boxes and for other provide specific levels of authority)

Name	Title	Signatory Authority			
		All	Cost	No-Cost	Other
_____		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Explanation for Other:

5. Employee Information

Total No. of Employees: _____ Number of Managerial/Admin. Employees: _____

Number of buses owned: _____ Number of CDL drivers: _____

6. Has any owner or employee of the company ever been convicted of a federal offense or moral turpitude: If yes, please explain:

7. Insurance Information (**Attach Firm's current Certificate of Liability Insurance**)

a. Insurance Carrier name & address: _____

b. Insurance Contact Name, telephone, & e-mail: _____

c. Insurance Experience Modification Rating (EMR): _____

(if no EMR rating please explain why)

d. Number of Insurance Claims paid out in last 5 years & value: _____

8. Bank References:

Bank	Address/City/State/Zip	Telephone
_____	_____	_____
_____	_____	_____
_____	_____	_____

9. Have any claims lawsuits been filed against your company in the past 5 years? If yes, identify all where your company has either settle or an adverse judgment has been issued against your company. Identify the year basis for the claim or judgment & settlement unless the value of the settlement is covered by a written confidentiality agreement. _____

10. To the best of your knowledge is your company or any officers of your company currently under investigation by any law enforcement agency or public entity? If yes, provide details: _____

11. Has your company been assessed liquidated damages or defaulted on a project in the past five (5) years? _____ Yes _____ No (If yes, provide an attachment that provides an explanation of the project and an explanation. _____

12. Has your company been cited for any OSHA or Dept. of Labor violations in the past five (5) years? If yes, please provide an attachment including all details on each citation. Yes _____ No _____

13. Have any complaints against your company been filed with Miami-Dade County or any other governmental entity? Yes ____ No ____ If yes, provide an attachment identifying how many and explanation of the basis and resolution of the complaint. Identify all complains that have not been resolved.
14. Provide an attachment listing all of the equipment, with a value of \$3,000 or greater, owned by your company.
15. Provide an attachment listing of all equipment that your company does not own but plans to rent, lease, or borrow for the performance of the work.

[End of Form]

PROPOSER'S REFERENCE VERIFICATION FORM***CIRCULATOR SERVICES***

Proposer has provided circulator services to a minimum of three (3) entities within the past (5) years. **PROPOSER MUST USE THIS FORM IN ORDER TO DEMONSTRATE COMPLIANCE WITH THIS REQUIREMENT.**

- 1) Name of Client Entity: _____
 Address: _____
 City/State/Zip: _____
 Contact: _____
 Title: _____
 Email Address: _____
 Telephone: _____
 Scope of Work: _____
 Contract Start/End Dates: _____
 Contract Amount: \$ _____

- 2) Name of Client Entity: _____
 Address: _____
 City/State/Zip: _____
 Contact: _____
 Title: _____
 Email Address: _____
 Telephone: _____
 Scope of Work: _____
 Contract Start/End Dates: _____
 Contract Amount: \$ _____

- 3) Name of Client Entity: _____
 Address: _____
 City/State/Zip: _____
 Contact: _____
 Title: _____
 Email Address: _____
 Telephone: _____
 Scope of Work: _____
 Contract Start/End Dates: _____
 Contract Amount: \$ _____

PROPOSER'S REFERENCE VERIFICATION FORM
ON-DEMAND SERVICES

Proposer has provided on-demand services to a minimum of two (2) entities within the last five (5) years. **PROPOSER MUST USE THIS FORM IN ORDER TO DEMONSTRATE COMPLIANCE WITH THIS REQUIREMENT.**

1) Name of Client Entity: _____
 Address: _____
 City/State/Zip: _____
 Contact: _____
 Title: _____
 Email Address: _____
 Telephone: _____
 Scope of Work: _____
 Contract Start/End Dates: _____
 Contract Amount: \$ _____

2) Name of Client Entity: _____
 Address: _____
 City/State/Zip: _____
 Contact: _____
 Title: _____
 Email Address: _____
 Telephone: _____
 Scope of Work: _____
 Contractor Start/End Dates: _____
 Contract Amount: \$ _____

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA }
 } SS:
COUNTY OF MIAMI-DADE }

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

By:_____

Title:_____

Sworn and subscribed before this

_____ day of _____, 20____

Notary Public, State of Florida

(Printed Name)

My commission expires: _____

NON-COLLUSIVE AFFIDAVIT (CONTINUED)

ACKNOWLEDGMENT

State of _____)

) SS:

County of _____)

BEFORE ME, the undersigned authority, personally appeared _____ to me well known and known by me to be the person described herein and who executed the foregoing Affidavit and acknowledged to and before me that ____executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this _____ day of _____, _____.

My Commission Expires:

Notary Public State of Florida at Large

**SWORN STATEMENT ON PUBLIC ENTITY CRIMES
SECTION 287.133(3)(a), FLORIDA STATUTES**

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

1. This sworn statement is submitted to the Town of Miami Lakes

by _____
[print individual's name and title]

for _____
[print name of entity submitting sworn statement]

whose business address is

and (if applicable) its Federal Employer Identification Number (FEIN) is _____

(If the entity has no FEIN, include the Social Security Number of the individual

signing this sworn statement: _____)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)9g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or the United States, including, but not limited to, any bid or contract for goods and services to be provided to any public entity or an agency or political subdivision of any other state or of the United States involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

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

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

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

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

6. Based on information and belief, the statement that 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 officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, not any affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ This 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 determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **[attach a copy of the final order]**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO

UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Signature of Entity Submitting Sworn Statement

Sworn to and subscribed before me this _____ day of _____, 20____.

Personally known _____

OR produced identification _____ Notary Public – State of _____

_____ My commission expires _____

(type of identification)

(Printed, typed or stamped commissioned
name notary public)

CONFLICT OF INTEREST AFFIDAVIT

State of _____ }
 } SS:

County of _____ }

_____ being first duly sworn, deposes and says that he/she is the
(Owner, Partner, Officer, Representative or Agent) of _____, the Bidder that
has submitted the attached Bid/Proposal and certifies the following;

Bidder certifies by submitting its Bid that no elected official, committee member, or employee of the Town has a financial interest directly or indirectly in this transaction or any compensation to be paid under or through this transaction, and further, that no Town employee, nor any elected or appointed officer (including Town committee members) of the Town, nor any spouse, parent or child of such employee or elected or appointed officer of the Town, may be a partner, officer, director or proprietor of Bidder and further, that no such Town 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/Proposer. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Bidder. Any contract award containing an exception to these above described restrictions must be expressly approved by the Town Council. Further, Bidder recognizes that with respect to this solicitation, if any Bidder violates or is a party to a violation of the ethics ordinances or rules of the Town, the provisions of Miami-Dade County Code Section 2-11.1, as applicable to Town, or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Bidder/Proposer 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 Town. The terms "Bidder" as used herein, include any person or entity making a bid herein to Town or providing goods or services to Town.

Bidder further certifies that the price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered in the presence of:

By: _____

Witness

(Printed Name)

(Title)

BEFORE ME, the undersigned authority, personally appeared _____ to me well known and known by me to be the person described herein and who executed the foregoing Affidavit and acknowledged to and before me that _____ executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this ____ day of _____, 20__.

My Commission Expires:

Notary Public State of Florida at Large

DRUG-FREE WORKPLACE CERTIFICATION

Preference shall be given to businesses with drug-free workplace programs. Pursuant to Section 287.087, Florida Statutes, whenever two or more competitive solicitations that are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a response received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie responses will be followed if none of the tied providers has a drug free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in Subsection (1).
4. In the statement specified in Subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, 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 894, 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.
5. Impose a sanction on any employee who is so convicted or require the satisfactory participation in a drug abuse assistance or rehabilitation program as such is available in the employee's community.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of applicable laws, rules and regulations.

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

BUSINESS NAME

FIRM'S SIGNATURE

PROPOSER’S AFFIDAVIT

By executing this affidavit, Proposer certifies acknowledgement of the following:

Ensure that any personal, business, or other activity does not conflict with the lawful interests of the Town. The Town’s elected representatives and employees serve the public trust and are required to fulfill their responsibilities with care and loyalty and for the sole purpose of advancing the Town’s best interests. The integrity of the Town must be protected at all times, and the fiduciary relationships of the employees of the Town must be honorable in both actuality and appearance.

A conflict of interest exists when a representative’s direct or indirect personal interests are inconsistent with or interfere with the best interests of the Town. Proposer must ensure there is no appearance or perception of unethical behavior by the vendor’s employees in its dealings with the Town.

To avoid such conflicts, Proposer shall disclose to the Town:

- a) Any direct or indirect personal interests in a vendor held by any employee or elected representative of the Town.

Last name	First name	Relationship
Last name	First name	Relationship
Last name	First name	Relationship

- b) Any family relationships with any employee or elected representative of the Town.

Last name	First name	Relationship
Last name	First name	Relationship
Last name	First name	Relationship

Authorized Signature

Date

Town of Miami Lakes

RFP 2016-44 Bus Operation Services, Addendum #1

This addendum is incorporated into and made a part of the Request for Proposals ("RFP") 2016-44. The following may include clarifications, revisions, additions, deletions, or answers to questions received relative to the RFP, which take precedence over the RFP documents. Underlined and bolded word(s) indicate additions. Deletions are indicated by strikethrough.

Questions (4 of 4)

1. Page 8, Section 3.2 titled On Demand Service states "On an as-needed basis as determined by the Town, the Contractor shall operate the on-demand service using one bus." This paragraph goes on to identify the days and hours of the demand responsive service. Please clarify the statement "On an as-needed basis" since the days and times are listed in the RFP.

Answer: The days and hours given are those that on-demand service currently operates. These could be subject to change, either by a decision of the Town, or if on a particular day there are insufficient appointments made to warrant as many hours of service on that particular day (this is not typical). It is also possible that additional hours may be added, typically for a special event or similar. It is anticipated that provisions for such additional service would be part of contract negotiation.

2. For On-Demand Service referenced in Section 3.2 of the RFP, who will take the reservations? Who will do the scheduling for this service? Who will do the dispatching of the vehicle for On-Demand Service? Can you please provide us with the process for the scheduling and dispatch for On-Demand Service and if there will be a manifest or schedule provided to the driver.

Answer: The Town handles taking reservations and scheduling service for the following business day. Town Staff enters the appointments into a spreadsheet and provides it to the contractor – typically around close of business – for use the following business day.

3. Page 8, Section 4.1 of the RFP states "The Contractor agrees to have a ready-for-service spare bus, owned by the Contractor and covered by the Contractor's insurance will [sic] all necessary permits and tags, available for use within the Town of Miami Lakes and its vicinity." Since the Town of Miami Lakes has two separate types of vehicles, are there any specification requirements for this spare bus with regards to year, make, model, seating capacity and ADA accessible?

Answer: The spare must be ADA accessible, and should have a minimum capacity of approximately 20 passengers.

4. Page 9, Section 4.7 states "Contractor shall at all times maintain buses in good mechanical condition." The Interlocal Agreement between the City of Hialeah and the Town of Miami Lakes for Transit Bus Maintenance and Repairs states that the City of Hialeah is responsible for maintaining the buses, please clarify the statement in Section 4.7.

Answer: This provision refers to the responsibility of the contractor to conduct pre- and post-trip inspections of the bus, and to notify the Town and the City of Hialeah's maintenance personnel of any maintenance issues or repair needs noted during these inspections or during operation. Refer to RFP Exhibit "A" Article 15.

The Proposer shall acknowledge receipt of this addendum by completing the applicable section of the RFP or completing the acknowledgment information below. Either form of acknowledgement must be completed and returned by no later than the date and time for receipt of the RFP Response.

Acknowledgement:

Name of Signatory

Title

Date

Signature

Name of Proposer

Christina Semeraro, MPA, CPPB
Procurement Manager

Town of Miami Lakes

RFP 2016-44 Bus Operation Services, Addendum #2

This addendum is incorporated into and made a part of the Request for Proposals (“RFP”) 2016-44. The following may include clarifications, revisions, additions, deletions, or answers to questions received relative to the RFP, which take precedence over the RFP documents. **Underlined and bolded** word(s) indicate additions. Deletions are indicated by strikethrough.

Clarification (1 of 1)

1. Spare bus required by contractor: Provided that the vehicle is ADA accessible and can accommodate the typical passenger volume for said day, the specific bus can be confirmed on an individual basis between the Town and Contractor.

Questions (2 of 2)

1. Please clarify the definition of a revenue hour. Is it gate-to-gate; from the time the vehicle leaves the yard to the time the vehicle returns to the yard?

Answer: Revenue hour is defined as a unit of time, expressed to the exact minute, measured from the time the bus leaves the facility in Hialeah, FL until the bus is returned to the facility in Hialeah, FL. This time shall be known as “Gate to Gate”.

2. If there is a change in the federal or state minimum wage requirement, will the Town consider renegotiating, compensating or adjusting the contractor’s cost?

Answer: Reference RFP Section III, Article 8.

The Proposer shall acknowledge receipt of this addendum by completing the applicable section of the RFP or completing the acknowledgment information below. Either form of acknowledgement must be completed and returned by no later than the date and time for receipt of the RFP Response.

Acknowledgement:

Name of Signatory

Title

Date

Signature

Name of Proposer

Christina Semeraro, MPA, CPPB
Procurement Manager



Town of Miami Lakes

Bus Operations Services

RFP No. 2016-44





PROPOSAL TO

Town of Miami Lakes

FOR

RFP No. 2016-44, Bus Operation Services

Dated: September 9, 2016

SUBMITTED TO:

**Town of Miami Lakes Government
Center**

**Office of the Town Clerk
6601 Main Street
Miami Lakes, FL 33014
Telephone: (305) 827-4015**

SUBMITTED BY:

MV Transportation, Inc.
*and all subsidiaries, joint ventures,
partnerships and affiliates*
5910 N. Central Expy., Suite 1145
Dallas, TX 75206
Telephone: 972.391.4600

*MV Transportation, Inc. is a federal contractor or subcontractor which complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60; 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 and/or 60-300; and 29 CFR Part 471, Appendix A.
MV is an Equal Employment Opportunity/Affirmative Action Employer.*

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Executive Summary

The Town of Miami Lakes is seeking a qualified and experienced transportation provider. The company selected will manage and operate the Town's bus service. This service, called the Miami Lakes Moover, includes both fixed route and on-demand circulator buses.

The Moover connects passengers to existing Metrobus stops and Metrorail, via the Ludlam Limited Route, with a terminal point at Main Street. The Town will lease three vehicles to be used for the Circulator Service and On-Demand Service. Also anticipated are occasional special events on an as-needed basis.

The operating location is at the City of Hialeah Transit Facility, 900 E 56 Street, Hialeah, FL 33013. The facility is used for vehicle storage, fueling, and maintenance of the Moover buses.

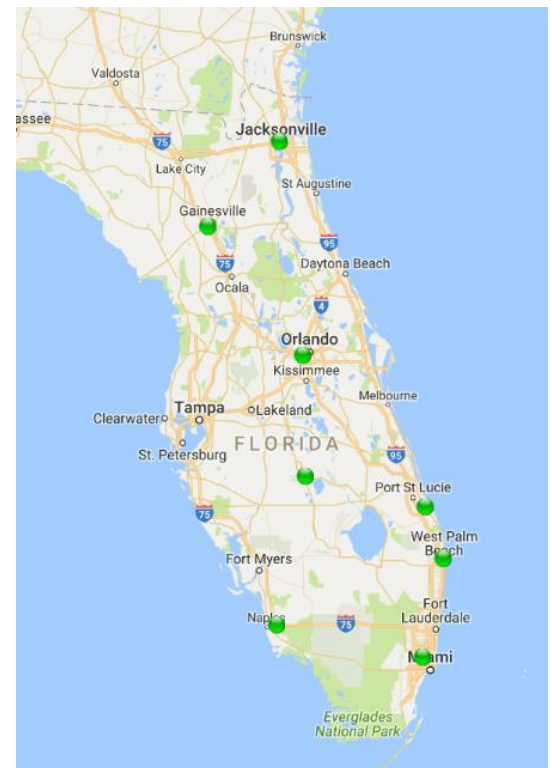


MV's Florida Rooted Experience

The Moover bus services need management and operation by an experienced provider. Understanding Miami Dade traffic congestion, passenger dynamics, and road conditions results in optimal performance.

MV's Transportation's history in the State of Florida started in 2002. The City of Gainesville contracted with MV for its complementary ADA paratransit services. MV also operates contracts for the agencies listed below, and are also shown in the map to the right:

- ACCESS LYNX and LYNX NeighborLink Flex Route in Orlando
- Florida Commission for the Transportation Disadvantaged in Alachua County
- JTA Connexion in Jacksonville
- Marty Bus System Operations in Martin County



- Palm Tran Connection in Palm Beach
- City of Hialeah fixed route service

With MV's nearby contract in the City of Hialeah, MV began managing the Miami Lakes Moover services in August 2015.

Since contract inception, MV has partnered with the Town to provide operational system transparency. With unwavering communications and a high commitment for customer service, MV serves the Town. MV understands its communities best interests. Many of MV's vehicle operators are bilingual in English and Spanish. General Manager Anthony Rodrigues prequalifies and trains employees in passenger sensitivity.

The Town's Moover services will benefit from the local network of resources in Miami-Dade County in the areas of backup vehicle operators, support vehicles, and any additional staff as needed to keep service on schedule.

Tenured Local Team Support

General Manager Anthony Rodrigues commits to managing the Miami Lakes Moover service through the next contract term. Anthony's ten years of transportation industry

Anthony's support personnel are trustworthy, conscientious, and eager to begin a second term with Town.

experience have been within the State of Florida. His tenured team have supported the Moover system since the contract's start. This team includes employees, who worked with Anthony in past operations. Anthony supports his team by going out to the service area and riding the bus. By talking with passengers, Anthony makes sure that the service meets or exceeds expectations.

New System Enhancements

The Moover passenger base will increase over the next contract term. In expectation of this increased ridership, MV offers the Town two enhancements. MV understands the importance of creating a safe, positive, and professional transit atmosphere. The Mobileye Collision Avoidance System reduces the likelihood of accidents by sounding an alert. This allows the vehicle operator to respond to a possible obstruction. In the new term, all MV Moover personnel will receive four hours of customer service training. The Moover bus service passengers will receive assistance from a courteous and professional team.

Mobileye Collision Avoidance System

The Moover passengers will have a safer bus system with Mobileye. In the new term, MV will install a windshield-mounted component. The Mobileye unit avoids collisions through an auditory alarm. The technology senses vehicles, pedestrians, and lane departures. Then, an auditory tone alert the vehicle operator. The company can provide this new safety-focused component with the Town's approval.

New Customer Service Training Program

MV is excited to invite the Town's staff to participate in and provide feedback in the company's new Customer Driven Service training program. The training is provided to all staff and will be facilitated by MV's Corporate Director of Learning and Development, Leslie Gorman and her team.

MV's Miami Lakes team is committed to providing excellent customer service to the Town's staff and the Moover passengers each service day.

Maintaining High Quality Operations

The Miami Lakes Moover bus operations will receive continuing support of industry leaders. The Town's regional support representatives can make decisions on behalf of the company. This empowerment means that MV can authorize changes locally.

Senior Vice President of Operations Russ Tieskoetter and Area Vice President Edward Overn lead the local team. They oversee Director of Safety Rick Crawford and Director of Finance Wesley Adams. This leadership team will provide guidance to local General Manager Anthony Rodriguez. The regional team will support Anthony in all aspects of operations. This includes aligning Moover service level with the Town's contract requirements and passenger needs.

The Town's regional support team will make periodic visits to the local facility. These visits result in high service quality. Together, this team offers a century of expert leadership support to the local team and the Town. The table below reflects the team's tenure in their respective field of work.

Regional Team Member	Industry Tenure	Area of Support
Mr. Russ Tieskoetter, SVP of Operations	22 years	Overall operations support.
Mr. Ed Overn, Area VP	22 years	Management oversight
Mr. Rick Crawford, Director of Safety	21 years	State, local and federal laws and regulations
Ms. Wesley Adams, Director of Finance	31 years	Reporting, accounting, budget adherence

Closing

The Town of Miami Lakes will be well-represented by a tenured provider. MV has solid experience with the Florida Dade-County operational environment. The company understands local traffic/road conditions, and passenger dynamics. With unmatched service insight, MV respectfully presents this proposal to the Town of Miami Lakes. The company would be honored to continue its operation of the Miami Lakes Moover bus services.

MV remains a partner with the Town in the embodiment of its motto, "Growing Beautifully" through the operation of the Moover bus services.



1. Qualifications and Experience

Tab 1: Qualifications and Experience

a) Cover Letter

September 7, 2016

Ms. Nicole McGraph
Director of Transportation, Zoning and Planning
Office of the Town Clerk
Town of Miami Lakes Government Center
6601 Main Street
Miami Lakes, FL 33014

Dear Ms. McGraph:

The Town of Miami Lakes has released a Request for Proposal Number 2016-44 for Bus Operations Services; in response to this request, MV submits this proposal document to continue operating as the Town's committed provider.

MV's demonstrated breadth of experience and tenure in the industry offers assurance that it continues to be a stable and qualified partner for the Town.

As required, MV's proposed operating plan is contained herein. This plan follows MV's guiding management philosophy that service quality need not have a direct relationship to operating cost; rather it is created from a positive work environment that supports proactive employee relations and professional development.

MV understands the Town's interest in cost effective proposals and the difference between greatest value and low bid. The company is proud of its history in passenger transportation and offers high quality, high value service – delivered by highly competent and qualified personnel, at realistic and affordable costs. MV's proposal honors all of its Collective Bargaining Agreements and knows the true operating costs in this market. The company is confident that

its proposed operating approach offers a competitive price and the best value for the Town.

I am your primary contact for this procurement and I am authorized to make representations for MV Transportation, Inc., to include all its subsidiaries, joint ventures, partnerships, and affiliates (the bidding entity). If awarded the contract, the Contracting Party will be MV Contract Transportation, Inc.

I can be reached any time of day at (630) 987-9660 or matthew.veach@mvtransit.com. Additionally, Mr. Gary Coles, chief sales officer will serve as your secondary contact; he can be reached any time of day at (804) 370-2648 or gary.coles@mvtransit.com. Please direct all correspondence related to this and all future procurements to MV's bid office located at 479 Mason Street, Ste. 221, Vacaville, CA 95688.

Thank you for your consideration; I encourage you to select MV Transportation as your partner for the provision of the Miami Lakes Moover Bus Services. We look forward to working with you throughout this procurement.

Sincerely,



Matthew Veach
Senior Vice President



b) Minimum Qualification Requirements

1.1. State and County Licensing

The company is licensed in the State of Florida and Miami-Dade County to provide commercial transportation services. A copy of MV's business license and State of Florida Department of State's authorization to transact business is attached at the end of this section.

MV Transportation has held a State of Florida business license since 2002.

1.2. Experience with Circulator Services

The Town's circulator services is administered by MV, a company with more than 60 years of experience through MV's subsidiary company, VCTC. MV operates fixed route circulator, flex route, commuter bus, and shuttle services throughout North America. Its scope of operations comprises some of the largest privately operated services in the nation. The company's largest fixed route operations include:

- The CONNECTOR service for Fairfax County, Virginia;
- Las Vegas Transit, for the RTC of Southern Nevada; and,
- DASH and Commuter Express, for LADOT.

1.3. Experience with Demand Services

The Town's Moover Bus Services is currently managed and operated by MV, a company that was founded as a demand services provider. Today, MV operates more on-demand, reservation-based transportation than any other company. With this experience, MV coordinates transportation services for multiple agencies and passenger groups in a manner that maximizes resources and controls costs. The company manages contracts operating demand-based transportation services across North America, serving diverse metropolitan areas as well as rural and suburban locations. Among its flagship operations, MV operates:

- Mobility Management Services paratransit program for Dallas Area Rapid Transit in Dallas, Texas;

- Metro-Access paratransit for Capital Metropolitan Transportation Authority in Austin, Texas;
- Access Paratransit for the Orange County Transportation Authority in Orange County, California; and,
- Access-a-Ride for New York City Transit, in New York.

1.4. Compliance with Local, State and Federal Laws

The company complies with all applicable local, state, and federal laws and regulations in the performance of the service stipulated in the Town's request for proposal document. MV's written drug and alcohol testing policy and practices is in accordance with the U.S. Department of Transportation and the Federal Transit Administration Regulations (CFR Part 40 and 655). The company's drug and alcohol testing policy is provided below.

MV's Zero Tolerance Drug and Alcohol Testing Program is critical to its provision of a safe, healthy, and productive work environment. All of MV's employees are subject to the four drug and alcohol screening types, pursuant to their employment category (safety sensitive versus not safety sensitive):

- **Pre-Employment** – All offers of employment are contingent upon the successful completion of a pre-employment drug screen. Failure to submit to said test, or a positive screen, results in revocation of the offer of employment.
- **Random** – All safety sensitive employees are automatically entered into the company pool for random testing pursuant to FTA regulations.
- **Post-Accident** – MV conducts DOT post-accident drug and alcohol testing immediately for any employee who is involved in an incident or accident meeting FTA/DOT criteria. If the accident does not meet the FTA/FMCSA testing criteria, MV will reserve the right to test any safety sensitive employee after any accident/incident regardless of the severity of the accident/incident.
- **Reasonable Suspicion** – This test may be required if significant and observable changes in employee performance, appearance, behavior, speech, etc. provide reasonable suspicion of the influence of alcohol/ drugs. All frontline personnel are observed by supervisory personnel who are certified as having completed the DOT Supervisor's Class in Reasonable Suspicion Training in Drug and Alcohol.



**Under MV's Zero Tolerance Drug and Alcohol Testing Program, a positive screen or refusal to be tested under these conditions results in termination of employment.*

Mrs. Esther Avalos, Director for Drug and Alcohol Compliance, administers MV's Zero Tolerance Drug and Alcohol Testing Program. It is regularly updated and complies and/or exceeds FTA and DOT requirements. MV has successfully completed each FTA audits to which it has been subject.

Random drug and alcohol testing selections are determined using MYeScreen[®] software, a state of the art, computer-generated selection process program that randomly selects individuals (donor) for testing without showing discrimination. These assignments are available to the location on the first of each month to begin performing testing immediately.

MV uses local occupational health clinics to perform the urine and breath alcohol collections for testing. MV contracts with Alere Toxicology for laboratory services, Dr. Stephen Kracht for MRO services and National Counseling Resources for substance abuse professional services. Duo Research handles blind quality control sample testing. All results are transmitted to Mrs. Avalos, who processes the information and provides it to the local management team.

All employees receive FTA compliant training that outlines MV's Zero Tolerance program during initial training. Drug and alcohol testing procedures are addressed as part of initial employee training and annual supervisor training.

c) Key Personnel Resumes

The Miami Lakes Moover Bus Services will be led by a tenured Florida-based transit industry leader in Anthony Rodriguez, who brings nearly a decade of experience. Anthony has a positive working relationship with his team, many of whom worked beside him for more than four years. The Moover Bus Services will be operated by experienced, system knowledgeable, and motivated customer service focused team. The organizational chart below depicts the staff composition for the Town's Moover Bus Service and is followed by a job description of each position.



Anthony Rodriguez, General Manager



Mr. Anthony Rodriguez is the Town's general manager for the Bus Operations Services will continue to oversee and support the success of these services for the Town of Miami Lakes. Anthony has close to a decade of Florida-based transportation experience, and has a strong background in operations, safety, training, and dispatching.

Anthony ensures the Town's fixed route and on-demand circulator services are consistent, safe, and on time. He manages a team of 22 fixed route operators and three office personnel. Most of Anthony's staff have worked with him in previous operations. He has built strong, trusting relationships with his staff. He is relied upon for guidance and mentorship. He works to maintain positive employee morale through employee commendations and bonus/awards programs.

He processes interviews, hiring, training, and leading all safety meetings. He has a solid background in safety adherence and will ensure all Miami Lakes personnel follow all safety policies and procedures at all hours of service operations. Anthony will continue to lead all accident/incident investigations.

Anthony and his team work in coordination with the Town's maintenance provider to keep service uninterrupted and downtime to a minimum. Anthony will continue to meet with Town representatives to make certain service performance is efficient and meets or exceeds the Town's contract requirements. He will keep communications ongoing and submit monthly reports to the Town in keeping with partnership service transparency.

Anthony Rodriguez is bilingual (English/Spanish) and holds certifications in reasonable suspicion, accident investigation, workplace ethics, and preventing work place violence.

"Since January 2016 there have no preventable accidents and customer complaints are minimal" – Anthony Rodriguez.

Anthony joined MV in 2007 as an operator for the company's West Palm Beach-based paratransit service and promoted to dispatcher in 2009 and safety/training manager in 2012. In this role, he oversaw the safety and training of more than 150 vehicle operators and five office staff. He managed MV's drug and alcohol program, led safety meetings, and hosts safety recognition programs and events.

Anthony's resume is provided at the end of this section.

Job Descriptions

Vehicle Operators

Vehicle operators are the critical interface to passengers and must appropriately represent the Town. MV operators have a safety-first attitude, a professional and caring demeanor, and excellent people service skills. Vehicle operators respectfully and professionally respond to customer inquiries, providing information about the service and specific routes, as needed. Upon consent, operators respectfully assist passengers as they board the vehicle and aid those who agree to assistance in securing their mobility device.



Miami Lakes' Employee of the Month

The primary responsibility of the vehicle operator is to transport customers while adhering to safety regulations, traffic laws, operating policy, and scheduled time points. Fixed route operators are trained in the system routes, and are fluent in providing information regarding major stops, transfer points, and schedule information.

Paratransit operators are provided strict training in ADA regulation and are specially trained in passenger handling and those disabilities which may prevent a passenger from riding paratransit.

When operators report to work, they check in at dispatch, obtain their trip sheets, and vehicle assignment. Then, they proceed to the yard and perform a pre-trip inspection, coordinating with the yard supervisor and the Town's maintenance team to correct any safety issues discovered. Once the pre-trip checklist is complete, operators are cleared for pullout.

All MV operators are trained in using the talk-to-talk radio and must demonstrate proficiency in all dispatch communication procedures. Vehicle operators coordinate with dispatch regarding no shows, late cancellations, changes to trip sheets, vehicle malfunctions, accidents, and/or other disturbances.

Upon return to the yard, vehicles operators perform a post-trip inspection and submit all completed paperwork to dispatch.

The vehicle operator reports to the general manager.



General Manager (Anthony Rodriguez)

The general manager is the daily operational liaison between MV and the Town. This person is MV's field representative and Town's advocate. This person must work in partnership with Town staff, the local team, MV's corporate support personnel, and the riding community to realize the mission and vision of the service.

This person is responsible for the safe and high quality operation of the transit system. This responsibility encompasses all efforts defined within the scope of work, including safety, training, maintenance coordination, personnel oversight, operating performance, data collection, reporting, community relations, budgeting, accounting and finance, local purchasing, adherence to policy and procedure, contract administration, and more.

MV's general manager will meet with Town staff often to provide updates on service quality, performance numbers, possible trends, and/or other statistics requested. In order to improve the ongoing education and training of its management team, MV requests that general managers attend periodic conference calls, training sessions, as well as regional and national meetings hosted by MV's support team.

The general manager reports to the regional vice president of operations.

Dispatcher

The dispatcher directs all on-road operations that occur from the daily pullout to return-to-yard. This position coordinates with vehicle operators while in service in order to monitor operations status, mitigate delays, and assist in resolving service disruptions.

The dispatcher supervises operators, manages report times, assigns vehicles, and distributes bulletins and other information. He or she is trained in reasonable suspicion and are responsible for assessing fitness for duty.

This person acts in compliance with the Town policies in accordance with MV operating procedures. The dispatcher monitors service delivery via talk-to-talk Samsung Convoy 3 radio throughout the service day, working closely with operators and road supervisors to efficiently respond to service needs, including accidents and on-board emergencies.

The dispatcher also coordinates with the Town's maintenance department (City of Hialeah) for vehicle exchanges, maintenance pulls, and submission of vehicle inspection/defect forms.

The dispatcher reports to the general manager.



Road Supervisor

The road supervisor is stationed in the field and monitors on-road activities. This position monitors the safe and efficient operation of all vehicles to ensure high-quality service.

The road supervisor responds to on-road situations (incidents, accidents, and passenger disturbances). He or she also performs on-road observations and perform passenger outreach. This person conducts gate checks to ensure on-time service, and monitors the proper completion of necessary paperwork, including manifests and pre- and post-trip inspections. The road supervisor assists in incident preventability determination and makes recommendations for future training based on individual events or on system trends.

The road supervisor is strategically placed within the service area in a way that minimizes response time. He or she is dispatched to the scene of any breakdowns, incidents/accidents, etc.

The road supervisor reports directly to the general manager.

Regional Team

The Town's Moover Bus Service operations will continue to be supported by MV's regional and corporate management team. MV's regional team will lend support to the local General Manager Anthony Rodriguez in the areas of overall operations management, safety, and financial management. The Town's regional and corporate support representatives, along with a summary of their respective experience and directives have been provided below.

Russell Tieskoetter, Senior Regional Vice President



Mr. Russell "Russ" Tieskoetter has serves as MV's senior regional vice president, formerly regional vice president since 2002, overseeing various regions of the company and participating in numerous service startups. Russ provides direction and assistance to local managers and supervisors, and assists in contract compliance, service performance, and labor relations.

Prior to joining MV, Russ worked for five years as a district manager for Laidlaw Transit Services, overseeing contracts in South Carolina, Virginia, and Georgia. His responsibilities included the supervision of 12 projects, more than 200 employees, and nearly 300 vehicles.

Mr. Tieskoetter joined Laidlaw Transit Services, Inc. in 1995 as a project manager at the Durham, N.C. division. Holding full responsibility of the

operation, Russ controlled all administrative functions including a \$1.5 million budget, payroll, and record keeping. While at this division he improved vehicle scheduling, which resulted in a significant savings to the customer.

Russ started his career in transportation as an operations manager for Mayflower Contract Services, Inc. in Raleigh, N.C. He was responsible for all day-to-day operations of a 42-vehicle fleet, operated by a team of 45 operators. He also provided oversight of all scheduling, dispatch and vehicle maintenance functions.

Mr. Tieskoetter holds a Bachelor of Science in Business Management from Elon University in Elon, N.C. He has served as an Officer in the U.S. Army, and is a member of the North Carolina Army National Guard.

Ed Overn, Area Vice President of Operations



Edward (Ed) Overn has served as MV's area vice president since 2005. He joined MV after serving in a variety of senior level positions in public transportation, working in both emergency transport and public transportation. For more than two decades

Ed has served the transportation needs of individuals, focused primarily within Eastern and Midwest U.S.

Ed has remain proactive in communicating all service operational statistics to the Town and its representatives.

The former district manager of Midwest operations at Laidlaw Transit Services Inc., Ed's resume demonstrates a unique breadth of operating and managerial experience across multiple modes of passenger transportation. While serving as the project manager under Laidlaw's contract with the Massachusetts Bay Transportation Authority, Ed was responsible for all ADA paratransit operations throughout Metro Boston. Mr. Overn also served as Vice President of Operations at MedTrans New England and American Medical Response.

Bringing superior understanding of contracted transportation management and publically funded operations, Ed and his team will support MV's local team and County in the operation of the Marty Bus System.

Ed Overn, area vice president of operations remains committed in providing operational transparency to the Town's newly appointed Director of Transportation, Zoning and Planning Ms. Nicole McGraph.



Ed is MV's representative for this operation, and oversees MV's compliance with the terms and conditions of its contract. He will continue to manage service quality and confirm that MV is living up to the promises made in this proposal. He leads the support team assigned to this contract, and will have authority over resource commitment and oversight.

Eric Kahn, Director of Safety



Mr. Eric Kahn brings more than two decades of safety management and workplace safety experience. He is the former senior director of corporate environmental, health and safety program for the Metropolitan Transportation Authority's operation of the Long Island Bus, and has had oversight of workforces in excess of 1,000 people. He is a talented safety professional whose education in health and workplace safety spans a variety of industries; however, he holds demonstrated proficiency in transportation safety.

Eric joined MV in 2008 and serves as MV's director of safety, working closely with his assigned locations to ensure all safety and training procedures are within MV and client standards. Eric conducts audits of all safety and security related operations and works with the local team to garner any additional support needed in this critical area.

Prior to joining MV, Eric served as Senior Safety Consultant at Safety Outsource Service, Ltd. in Bohemia, New York. He specialized in implementing procedures that ensured his clients adhered to all local, State, and Federal safety regulations.

Rick Crawford, Vice President of Safety



Vice President of Safety Rick Crawford is assigned to this project as a member of MV's regional support team. Crawford's 31-year career includes a strong background in training, safety, and transportation management, and a consistent record of safety improvements.

Prior to joining MV in 2015, Mr. Crawford served as manager of transportation safety, for Baker Hughes' U.S. region. His oversight included nearly 10,000 vehicles and 500 facilities. Here, he created training plans and programs to stay current with legislative changes and industry standards, ensures DOT and other regulatory



compliance, and serves as a subject matter expert for accident investigation and reduction.

Mr. Crawford previously served as director of safety for MV's MetroAccess paratransit operation for the Washington Metropolitan Area Transit Authority (WMATA), which comprised 1,300 vehicle operators and 600 vehicles at three locations. Under his leadership, MV's accident frequency rate was reduced by 38 percent, system-wide passenger injury rates dropped by 60 percent, and collision rates fell by 10 percent. He held this position from 2010 to 2013.

Rick began his career as a training officer/platoon leader – captain with the United States Army, stationed in Ft. Polk, Louisiana, and Mannheim, Germany. He has a Bachelor of Arts in government/business administration and has completed a number of safety training seminars, including USDOT System Security and MV University's Safety Seminar. Mr. Crawford has completed the following training:

- System Security (USDOT)
- Fundamentals of Bus Collision Investigation (USDOT)
- Advanced Problems in Bus Collision Investigation (USDOT)
- Managing Fleet Safety and Managing Motor Fleet Safety Basics (North American Transportation Management Institute)

Wesley Adams, Director of Finance



Wesley (Wes) Adams joined MV in 2009 as its director of accounting for the Southeast region. For more than two decades, Wes has served as an accountant primarily in real estate before making the move to passenger transportation. Wes works with his operational support team to ensure all locations comply with contractual requirements, GAAP standards, and MV policy. Focusing on cost containment and fiscal responsibility, he works with MV's managers and division-level accounting teams to ensure all procedures are in place and all personnel are appropriately trained.

Wes began his career as a land accountant for General Homes, Inc. in Tampa, Fla., where he handled land related financial reporting. He later moved to real estate, working as a senior accountant for Walter Industries, Inc. in Tampa, Fla., and then as a controller for its subsidiary. From 2001 through 2009 he served as a regional vice president of financial operations for Mercedes Homes in

Melbourne, Fla., where he had oversight of more than \$500M in revenue. Wes has a Master's of Business Administration and a Bachelors of Arts in accounting.

Corporate Team

Kevin A. Klika, President / Chief Operating Officer



Kevin A. Klika is the president and chief operating officer of MV Transportation, Inc. A 15-year veteran of the organization, Kevin's primary responsibilities lie in the overall management and growth of MV's transit operations. He joined MV in 1999 as chief operating officer.

Since joining MV, Mr. Kevin's role of leading the organization has transformed to accommodate the company's growth and structural reorganization. In 2003 he took control of all of the company's western U.S.

locations, serving as the western group president. During this time Kevin oversaw the company's expansion into a number of locations, including Anchorage, Alaska, and Vancouver, British Columbia.

In 2008, Kevin was asked by the board of directors to resume the role of chief operating officer of MV – a much larger organization – and to work with MV's group presidents to improve performance metrics, develop the company's entry into new markets, and sustain its ongoing growth.

Robert Pagoreck, Chief Financial Officer



Mr. Robert Pagorek joined MV in 2015 as chief financial officer. He is based at MV's Dallas headquarters and brings more than 30 years of experience to the firm.

Prior to joining MV, Robert served as vice president and chief information officer, as well as vice president of operations finance for Navistar International Corporation. Under his direction, Mr. Pagorek was integral in processing management and risk mitigation.

Robert served as chief financial officer for First Student in Cincinnati, OH. From 1999 through 2008, he served as vice president, controller and subsequently, the chief financial officer of this \$2.8 billion bus and rail company. From 2009 to 2010, Robert worked as executive vice president and chief financial officer for National Express Corporation (NEC) in Warrenville, IL.

Mr. Pagorek has a Bachelor's degree in Accounting from Illinois State University, and a Masters of Business Administration from the Illinois Institute of Technology; he also completed an Executive Program in Corporate Strategy at the University of Chicago.

Lisa Winston, Board Chair and General Counsel



Ms. Lisa M. Winston joined MV's executive team in the summer of 2012 as the company's general counsel and corporate secretary. She provides corporate compliance and governance guidance and direction to both MV's executive team and its board of directors, thereby ensuring the health and security of the corporation and its subsidiaries and affiliates.

Winston joined MV after serving an 8-year term with Dallas-based Energy Future Holdings Corp. From 1999 through 2004, Winston worked for Winstead Sechrest & Minick, one of the largest law firms in the state of Texas. Here she represented employers in litigation and administrative actions involving claims of discrimination, sexual harassment, wrongful discharge, and breach of contract. She worked closely with employers, counseling many on the implementation of policy and procedure designed to limit litigation risk. While with Winstead Sechrest & Minick, Winston served chair of diversity committee and member of recruiting committee.

Between 1994 and 1998, Winston worked in Washington, D.C., in the U.S. Department of Justice and the White House. She served in a number of capacities at the Department of Justice, including as chief of staff for the Civil Rights Division and as counsel to the deputy attorney general, where she provided advice on civil rights and employment litigation, enforcement policy, legislative strategy and public relations.

As an associate counsel to the President of the United States, Winston provided legal and strategic advice to White House counsel, Office of Presidential Personnel, and Office of Legislative Affairs regarding selection and screening of candidates for presidentially-appointed and Senate-confirmed positions. She managed staff of five attorneys and provided legal and strategic advice to Cabinet departments and other federal executive branch agencies.

Jarrett Andrews, Chief Human Resources Officer

Mr. Jarrett Andrews is MV's chief human resources officer, leading MV's human resource management efforts. The scope of his responsibilities include labor relations and field human resources, drug and alcohol testing program





compliance, compensation and benefits oversight, policy and procedure development, as well as employee recruiting, hiring, and retention.

Mr. Andrews joined MV in 2013 as vice president and associate general counsel overseeing labor, employment, and wage/hour compliance. He was named chief human resources office in 2015.

Previously serving as partner at Littler Mendelson, Jarrett's practice focused on litigating the full range of labor and employment claims and advising clients on HR compliance, labor relations strategies, and management and employee training.

Prior to joining Littler, Jarrett served as Managing Counsel for Energy Future Holdings, whose portfolio includes Texas' largest power generation and mining company as well as the state's largest retail electric provider. Jarrett was with the law firm of Winstead Sechrest & Minick before that. Jarrett received his college degree from Texas Tech University in 1998, magna cum laude, and his law degree with honors from the University of Texas at Austin in 2001.

Esther Avalos, Director of Drug & Alcohol Compliance



Mrs. Esther Avalos is a highly recognized drug and alcohol program administrator and educator. Esther has more than fifteen years of experience and is considered an expert in the field of workplace drug and alcohol testing.

Mrs. Avalos began her career in 1995 as an account manager for National Medical Review Offices (NMRO), the nation's leading Medical Review Officer Services. Esther managed several large DOT and Third Party Administrator accounts. In 1997 she worked for

Pharmchem, a SAMHSA Certified Laboratory as an executive account manager. She was responsible for set-up, maintenance and providing technical support for all DOT accounts.

Since 2003, Mrs. Avalos has been MV Transportation's director of drug and alcohol compliance, with oversight of more than 150 compliance programs and random testing pools encompassing over 16,000 safety-sensitive employees.

Esther provides a wealth of knowledge from all aspects of DOT and non-DOT program administration and regulation implementation. Esther provides drug and alcohol testing program training seminars, employee education training, reasonable suspicion training and she also provides urine collector training.

BUSINESS LICENSE



City of Hialeah
Business Tax Receipt

Mayor Carlos Hernandez

187
SW
OCT 30 2015
2015-16

No: 485119-1

Amount: \$ 600.00

The person, firm or corp. listed here has paid the business tax required to engage in or operate the business specified subject to the regulations and restrictions of the City of Hialeah, Florida

Owner:

Type of Business: OTHER URBAN TRANSIT SYSTEMS

MV CONTRACT TRANSPORTATION, INC.
ATTN: TAX DEPARTMENT (189)
5910 N. CENTRAL EXPY #1145
DALLAS, TX 75206

Business Location:

900 E 56 ST

Expires September 30, 2016

Validating No.: 20198

THIS IS NOT A BILL

STATE OF FLORIDA DEPARTMENT OF STATE'S
AUTHORIZATION TO TRANSACT BUSINESS

State of Florida

Department of State

I certify from the records of this office that MV CONTRACT TRANSPORTATION, INC. is a Delaware corporation authorized to transact business in the State of Florida, qualified on January 2, 2004.

The document number of this corporation is F04000000020.

I further certify that said corporation has paid all fees due this office through December 31, 2016, that its most recent annual report/uniform business report was filed on January 15, 2016, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Fifteenth day of January, 2016*



Ken DeFoner
Secretary of State

Tracking Number: CC3836261309

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

MANAGEMENT RESUME

Anthony Rodriguez

General Manager

Mr. Anthony Rodriguez is MV's proposed General Manager for the Town of Miami Lakes Moover Bus Services.

Experience

General Manager, MV Transportation, Inc. (Miami Lakes, FL)

2015 to Present

- Supervise a team of 3 office staff, 2 fixed route, and 1 on demand professional operator
- Cross-train drivers for staffing optimization and backup to ensure service consistency
- Communicate frequently with location staff and support team members, as well as Town of Miami Lakes client
- Ensure client contract expectations meet or exceed requirements
- Partner with Town to achieve and promote its vision, values, and culture
- Promote and enforce company and Town's policies and procedures
- Enforce safety and customer service policies and procedures throughout all areas of operations
- Compliance with all applicable laws, regulations, policies, and procedures with all government and non-government entities (F-DOT 14-90, Miami Dade County, Drug & Alcohol, MV Audits, etc.)
- Provide insight, information, and feedback to support location(s) contract and Town's adjustment or changes as it reflects service operations
- Lead accident and investigation processes
- Coordinate special events transportation needs
- Data collection for monthly client reporting
- Lead all monthly safety meetings, blitzes, and incentives for operators and staff
- Create a positive environment to build and maintain employee morale
- Provide staff mentorship to encourage personal and professional growth

General Manager, MV Transportation, Inc. (Hialeah, FL)

2012 to Present

- Supervise a team of 3 office staff and 22 fixed route professional operators
- Manage customer relations through direct contact and outreach programs
- Identify, select, train, and mentor location's staff
- Communicate frequently with location staff and supports team members
- Coordinate safety and training programs, plans, and processes to ensure compliance with company, contract and regulatory requirements
- Maintain client contact routinely
- Conduct periodic departmental audits
- Perform daily, weekly, and monthly reviews of key operational metrics

Anthony Rodriguez

General Manager

- Meet all location financial metrics continuously, exceptions are reported and action plans are developed to ensure the location meets its financial, safety and operational expectations
- Promote and enforce company policies and procedures
- Participate in location labor and employee relations activities
- Create and present annual division budget
- Ensures client contract expectations and requirements are met
- Ensure location employees clearly understand their roles and responsibilities
- Develop and maintain positive employee and labor relations
- Promote and enforce safety throughout all areas of operations

Safety / Training Manager and Service Coordinator, MV Transportation, Inc. (West Palm Beach, FL)

2011 to 2012

- Coordinated all office functions and supervising a team of 5 office professionals and 150+ professional drivers
- Recruited, screened, and hired personnel
- Managed operator training programs, including initial and refresher training
- Ensured compliance with OSHA and EPA regulations
- Processed liability and worker's compensation claims in a timely manner aligned with corporate risk management team
- Completed all related audits including those conducted by state and federal regulatory agencies
- Managed safety department, including oversight of classroom and behind the wheel instructors, ensuring that all safety staff have all appropriate qualifications, certifications, and training
- Managed drug and alcohol program
- Ensured road supervisors performed road observations, ride along, and gate checks
- Ensured safety functions are being met by sub-contractor
- Managed DriveCam program; handled all coaching, retraining, and discipline
- Facilitated monthly safety meetings and safety blitzes
- Identified employees for advancement
- Maintained operating records in compliance with contract and federal requirements
- Contributed to reduced accident frequency
- Participated as a Judge on the 2011 Triple Crown Rodeo Operator Pre-Training Session

Driver / Dispatcher, MV Transportation, Inc. (West Palm Beach, FL)

2007 to 2011

- Served as professional driver under the ADA (American Disability Act)
- Answered calls, functioned as primary liaison to customers; worked to provide positive customer experience

Anthony Rodriguez

General Manager

Education and Training

New York City College of Technology

- Computer Engineering

Certifications

- Workplace Ethics
- Preventing Work Place Harassment
- Accident Investigations
- Reasonable Suspicion

2. Plan, Approach and Procedures

Tab 2: Plan, Approach and Procedures

a) Transition and Management Plan

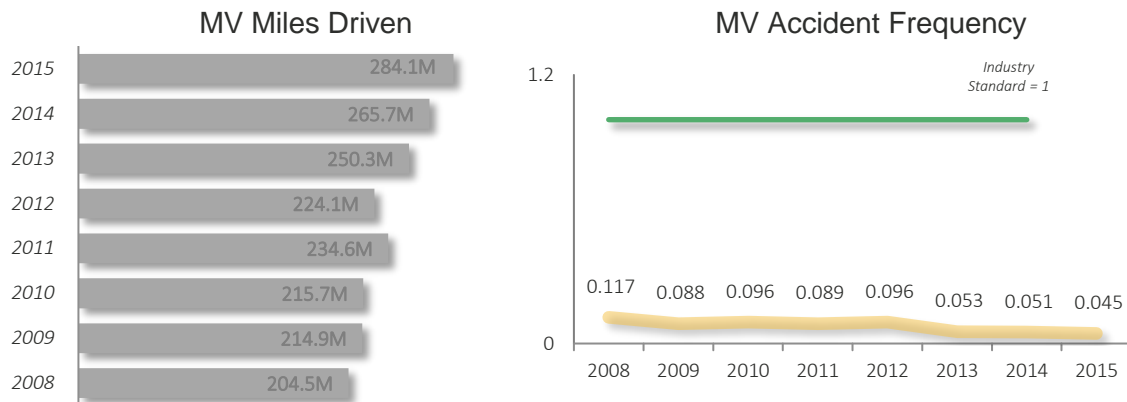
MV is the current operator of these services; therefore, no transition of service will be necessary should MV be selected for the next contract term. Retaining MV as the Town's contractor eliminates the need for a costly startup or the learning curve required by a new contractor, and assures the continuity of these important services.

b) Coordination of System Safety Program Plan (SSPP)

The Miami Lakes Moover services is managed and operated by a team who remain safety-focused by adhering to the company's System Safety Program Plan. The staff follows all company and Town safety policies and procedures, which are reinstated and practiced at each monthly mandatory safety meeting, led by General Manager Anthony Rodriguez.

In 2015, MV operated a total of 284,092,592 miles in areas of high density, extreme weather, and gridlock traffic. From the borough of Manhattan to downtown Los Angeles, to Anchorage, Alaska and Las Vegas, Nevada – MV provides passenger transportation service in some of the most challenging operating environments. MV has maintained stellar safety performance – with an accident frequency rating of just 0.045 preventable accidents that meet NTD reporting thresholds.





Safety Program

Motivational Awards and Incentives

Employee recognition and positive reinforcement is an important part of a positive work culture and employee relations program. MV ties this critical component of its operation to safety and security by creating fun, safety-focused teambuilding activities throughout the calendar year. Competitions, contests, raffles, and parties bring MV's team together while promoting safety operating behaviors – creating an environment where safety remains the basis for the company's culture, celebration, and reward.

MV's Moover team has a safety committee and work to develop motivational awards and company events that appeal to the local team and build positive working relationships. Some examples of successful programs include:

In addition, each MV location participates in MV's company-wide programs:

- **\$200 Safety Bonus:** Operators exhibiting safe driving behavior (no preventable incidents) and a strong attendance record receive a \$200 annual bonus on the anniversary of their hire date.

General Manager Anthony Rodriguez hosts monthly awards programs to motivate his staff and build positive employee morale.

- **The Katherine McClary Operator Award:** This award recognizes MV's finest vehicle operators across the country. Qualifying operators must exhibit safe and professional driving behavior, a positive work attitude, excellent customer relationships skills and strong attendance record. Quarterly, annual, regional and national awards are presented and include cash prizes.
- **Employee of the month:** The Miami Lakes team are eligible for a \$50.00 Shell gas card (qualifying criteria: no preventable incidents and attendance consistency with no complaints.)
- **Safety Pins:** Operators are given safety pins for each year completed without a preventable accident or injury.
- **Safety Blitzes and Other Safety Events:** MV's local management team will host safety blitzes and/or other employee events to promote safety messages.



*Miami Lakes' Employee of the Month
recipient of \$50 gas card.*

Safety Messages

A corporate issued safety message is published and delivered to all MV locations. Each message is posted at the location and read over the radio by dispatch. Additionally, all meetings and conference calls must begin with a safety message.



Mandatory Safety Meetings

Safety meetings offer an opportunity to provide refresher training and address timely topics. All employees must attend this hour-long meeting each month.

Based on the size of the location, several meetings may be scheduled to accommodate operator and staff schedules.

All safety meeting agendas are issued by MV's safety department, and address topics in fleet safety (for example: defensive driving, wheelchair securement, adverse weather) and injury prevention (for example: drug and alcohol, back safety, bloodborne pathogens, and heat safety).

Additionally, monthly safety tasks are assigned with the safety meeting schedule (see table below). These tasks include facility inspections, completion of annual OSHA logs, and emergency plan reviews.

All locations receive a safety meeting support packet to aid the meeting facilitator. Support packets include the meeting agenda, an outline for the meeting discussion, and supporting handouts and posters.

2016	Fleet Safety Topic	Injury Prevention Topic	Monthly Task
January	LLLC/Defensive Driving	Slips/Falls	Facility Inspection / Complete OSHA Log 2013
February	LLLC/Intersections & Pedestrians	Bloodborne Pathogen (driver edition)	Facility Inspection / Post 2013 OSHA 300A
March	LLLC/Right Turns & Pedestrians	HazCom	Facility Inspection
April	LLLC/Left Turns & Pedestrians	Emergency Vehicle Evacuation Action Plan	Facility Inspection
May	LLLC/Following Distance	Heat Stress	Facility Inspection / Remove OSHA 300A
June	LLLC/Fixed Objects	Back Safety Using Wheelchair Securement	Facility Inspection / National Safety
July	LLLC/Securement	Ergonomics	Facility Inspection
August	LLLC/Customer Service	Fatigue Management/ Wellness	Facility Inspection
September	LLLC/Pedestrians & Cyclists	Injury and Illness Prevention	Facility Inspection/Review and Update Facility Emergency Action Plan



2016	Fleet Safety Topic	Injury Prevention Topic	Monthly Task
			(Safety Policy #21)
October	LLLC/Distracted Driving	Fire Safety/Fire Extinguisher Training	Facility Inspection
November	LLLC/Adverse Conditions/ Pedestrians	Emergency Action Plan/Fire Drill	Facility Inspection
December	LLLC/Defensive Driving & Recap	11 Month Review	Facility Inspection

Certifications and Employee Development

LLLC Certification

MV's defensive driving program, known as the Triple L-C teaches professionals *The Four Driving Principles to Safety™*: Look Ahead™, Look Around™, Leave Room™, and Communicate™. These principles reinforce operators' focus on maintaining ample room around their vehicle, while maximizing visibility and time needed to make safe operating decisions. This program has contributed to the company's declining accident frequency and improved safe behavior year over year.

Behind the Wheel Certification

MV knows that operation safety is contingent on a strong and proven training program. The company's steadfast commitment to transit training is demonstrated in its unique approach to behind the wheel (BTW) training – the company requires that all BTW trainers are certified by MV before being released into service. Applicants that meet the following qualifications are considered for the role of a BTW Trainer:

- Work History Review Form (Preventable accidents, Worker Compensation claims, attendance, discipline warnings, performance reviews)
- Supervisor Performance Evaluation (conscientiousness, safety oriented, tolerant of stress, excels in teamwork)

- Completion of a structured interview with the safety and training manager or operations manager

MV certifies BTW trainers using intense two-day training. Behind the wheel training includes:

- Group Meeting to discuss Instructor Roles and Responsibilities
- Self-Directed Courses and BTW Manual
- Certification Exam Part 1: 50-question multiple choice certification exam based on the principles and theories presented in the three self-directed courses. Candidates must achieve a minimum score of 80% to progress to the next step
- Certification Exam Part 2: a 65-question multiple choice exam to assess their general knowledge of MV Transportation performance standards and BTW learning points. Candidates must achieve a minimum score of 80% to progress to the next step
- BTW Ride Along Evaluation

On Board Monitoring Systems

Mobileye® Collision Avoidance System

MV is pleased to offer the Mobileye collision avoidance system. Mobileye is a windshield-mounted camera that detects other vehicles, pedestrians, and lane divisions in real time.



Mobileye mitigates the primary risk factor that leads to vehicle collisions – operator inattention. An estimated 93 percent of all accidents are a result of human error, with nearly 80 percent of all accidents resulting from operator inattention in the three seconds preceding the accident. In an estimated 40 percent of rear end collisions, no brakes were applied. Further, 60 percent of road accident fatalities are due to unintentional lane departures.



When triggered, the system will emit an auditory warning¹ when the following events occur:

- The vehicle operator departs from the lane
- The distance between the vehicle and the vehicle in front of it becomes too small
- A forward collision is imminent
- A pedestrian is detected
- The operator exceeds the speed limit
- This warning signals the operator to apply the brakes to avoid collisions.



The system also offers intelligent high beam control, automatically switching high beams to low beams when oncoming traffic is approaching. This camera system supplements the safety monitoring capabilities of DriveCam; when Mobileye detects a near collision, the driver's reaction will trigger DriveCam to begin recording. This additional feedback will enable the DriveCam coach to more thoroughly coach operators in safe driving practices. A detailed colored brochure has been provided in the proposal appendix for the Town's review.

Safety Policy and Procedures

Safety Policy Manual

MV's safety policies set forth operating guidelines that reduce workplace accidents, incidents, and injuries. MV's Safety Manual comprises more than 41 policies that address vehicle operations, regulatory compliance, maintenance operations, MSDS/ hazardous materials, operational safety practices, and facility emergency management.

Furthermore, MV issues documented Safety Guidelines that outline safety-related responsibilities for all safety, executive, and managerial/supervisory roles. These guidelines additionally outline expectations regarding facility safety and upkeep

¹ Additional option for haptic warning (shaking seat) is available

Safety Point System

All operators are subject to the assessment of safety points. The company's safety point system provides clear are assessed when an operator is involved in a preventable incident. Drive Cam incidents will be assessed points based on level of severity; all others are assessed as follows:

1 Point	Unsafe maneuver(s) or act Failure to cycle wheelchair lift Failure to do a proper vehicle inspection (DVI)
2 Points	Improper following distance Conviction of a minor traffic violation Backing incident Minor preventable incident
3 Points	Any use of a cell phone or non company-issued electronic device while operating a vehicle
4 Points	Major preventable incident that does not involve serious injury, death and/or property damage in excess of \$25,000
6 Points	Major preventable incident with serious injury, death and/or property damage in excess of \$25,000 Any preventable roll-away incident Failure to properly secure/transport a mobility device Failure to immediately report a citation or incident in a Company vehicle Tampering with, disabling, or otherwise interfering with Drive Cam or other monitoring equipment Conviction of a major traffic violation *

Emergency and Security Plans

MV has a number of plans and programs in place designed to mitigate risk and provide a safe, healthy workplace. Each of these plans is available upon request:

- **System Safety Program Plan (SSPP):** With the objective to provide a superior level of safety and minimize any and all risk, MV's SSPP is maintained in accordance with the standards of the American Public Transportation Association (APTA) and the Federal Transit Administration (FTA).
- **System Security and Emergency Preparedness Plan (SSEPP):** This set of comprehensive security goals, objectives, and strategies maximize the security of MV's passengers, employees, and property. This plan is a blueprint for all security procedures.
- **Continuity of Operations Plan (COOP):** This plan template provides MV's operations a base from where to develop its own plan to ensure continuous operations during an emergency. The COOP which sets forth a concept of operations, identifies essential functions, and outlines three potential phases of operation: 1) Activation and Relocation, 2) Alternate Facility Operations, and 3) Reconstitution.
- **Emergency Action Plan:** The EAP assists employees and management in making quality decisions during times of crisis, and to comply with the Occupational Safety and Health Administration's (OSHA) Standard for Emergency Action Plans, 29 CFR 1910.38.
- **Hurricane Preparedness Plan:** This plan incorporates an incident command structure and phased approach to preparation, release of personnel, and shutdown of project operations whenever the best available information indicates a hurricane could impact continued safe operation.
- **Bloodborne Pathogen Exposure Control Plan:** MV's Bloodborne Pathogen Exposure plan provides the guidance and training needed to protect employees against exposure to bloodborne pathogens. This plan complies with the Occupational Safety and Health Administration's (OSHA) Bloodborne Pathogen Standard, 29 CFR 1910.1030, to eliminate or minimize employee occupational exposure to blood, certain other body fluids, or other potentially infectious materials.
- **Additional Health and Safety Plans include:**
 - Fire Prevention Plan
 - Hearing Conservation Program
 - Hazardous Communication Plan
 - Illness Prevention Plan

- Heat Illness Prevention Plan
- Lockout Tagout Control of Hazardous Energy Program

Drug and Alcohol Testing Program

MV's Zero Tolerance Drug and Alcohol Testing Program is critical to its provision of a safe, healthy, and productive work environment. All of MV's employees are subject to the four drug and alcohol screening types, pursuant to their employment category (safety sensitive versus not safety sensitive):

- **Pre-Employment** – All offers of employment are contingent upon the successful completion of a pre-employment drug screen. Failure to submit to said test, or a positive screen, results in revocation of the offer of employment.
- **Random** – All safety sensitive employees are automatically entered into the company pool for random testing pursuant to FTA regulations.
- **Post-Accident** – MV conducts DOT post-accident drug and alcohol testing immediately for any employee who is involved in an incident or accident meeting FTA/DOT criteria. If the accident does not meet the FTA/FMCSA testing criteria, MV will reserve the right to test any safety sensitive employee after any accident/incident regardless of the severity of the accident/incident.
- **Reasonable Suspicion** – This test may be required if significant and observable changes in employee performance, appearance, behavior, speech, etc. provide reasonable suspicion of the influence of alcohol/ drugs. All frontline personnel are observed by supervisory personnel who are certified as having completed the DOT Supervisor's Class in Reasonable Suspicion Training in Drug and Alcohol.

**Under MV's Zero Tolerance Drug and Alcohol Testing Program, a positive screen or refusal to be tested under these conditions results in termination of employment.*

Mrs. Esther Avalos, Director for Drug and Alcohol Compliance, administers MV's Zero Tolerance Drug and Alcohol Testing Program. It is regularly updated and complies and/or exceeds FTA and DOT requirements. MV has successfully completed each FTA audits to which it has been subject.

Random drug and alcohol testing selections are determined using MYeScreen[®] software, a state of the art, computer-generated selection process program that randomly selects individuals (donor) for testing without showing discrimination.

These assignments are available to the location on the first of each month to begin performing testing immediately.

MV uses local occupational health clinics to perform the urine and breath alcohol collections for testing. MV contracts with Alere Toxicology for laboratory services, Dr. Stephen Kracht for MRO services and National Counseling Resources for substance abuse professional services. Duo Research handles blind quality control sample testing. All results are transmitted to Mrs. Avalos, who processes the information and provides it to the local management team.

All employees receive FTA compliant training that outlines MV's Zero Tolerance program during initial training. Drug and alcohol testing procedures are addressed as part of initial employee training and annual supervisor training.

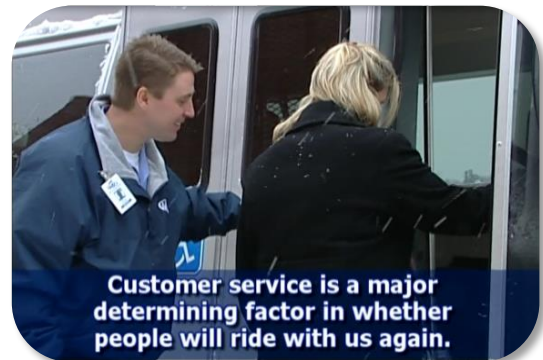
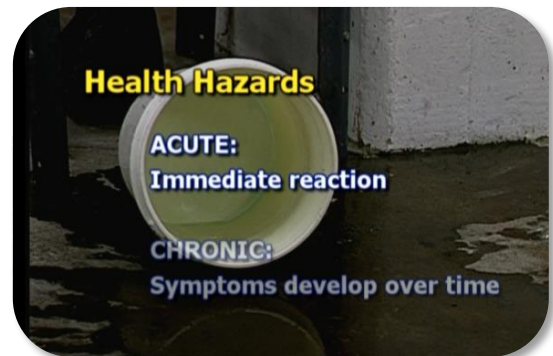
1.1. Training Program

All new Moover vehicle operators will receive 83.75 hours of training before operating a Town-owned service vehicle. In addition to the new vehicle operator training, MV provides monthly refresher training during mandatory safety meetings. The company's professional Avatar Fleet training program is described in detail below.



In 2010, in partnership with the leading expert in transportation safety, Avatar Fleet, MV launched its state-of-the-art training program for all operators. This training curriculum uses adult education techniques, keeping trainees engaged and interested throughout the duration of training.

The program is supported across three principal domains, *affective*, *cognitive* and *behavioral*, through a blended approach to adult learning, based on Bandura's Social Learning Theory. Under



Classroom video presentations build knowledge while keeping employees engaged and excited to learn.

this approach, this training program focuses on positive attitude (affective), knowledge building (cognitive) and skill development (behavioral).

Classroom training includes a combination of facilitator-led discussion, DVD presentations, and short quizzes. Students actively participate in these interactive sessions, and develop their skills first in closed course skills-building activities and then under structured behind the wheel training. Training is based on comprehensive *driving standards* that detail every aspect of safe and defensive driving.

This program offers consistent and thorough training to all new operators. Its module-based format offers trainers the necessary flexibility to provide refresher and/or abridged transition training, or customize training to address specific areas of concerns, e.g., unique service area, specific vehicle or service type, and dispatch procedures.

Training Formats

The entire new operator training program comprises five training formats: classroom training, pre-driving skills, observation, behind the wheel, and cadet training.

Classroom:	20.25 hours
Pre-Driving Skills:	4.50 hours
Observation:	22.00 hours
Behind the Wheel:	21.00 hours
Cadetting:	16.00 hours
Total:	83.75 hours

Classroom Training

The instructor-led classroom training is based on an adult-learning interactive training model and uses video training modules which are reinforced by the written training/study guide.



Interactive Employee Panel Training Discussion

The video training is presented through an interactive, panel-hosted discussion led by MV personnel.

Topics include safety, defensive driving principles and techniques, hazards communication, security awareness, employee policies and procedures, employee wellness, sexual harassment, bloodborne pathogens, map reading, and on-road procedures.

Testing occurs at the end of each module and at the end of classroom training with a cumulative, closed-book exam. Employees must pass with a score of 80 percent or higher in order to proceed to behind the wheel training.

Pre-Driving Skills

Designed to familiarize the student with the larger size and spacing of commercial vehicles before driving the vehicle on the street, the pre-driving skills course training requires that all students learn the use of multiple mirrors and vehicle controls.

Observation

Observation training is provided and gives students an opportunity to study the proper way to handle a vehicle. Once a student has successfully completed all pre-driving skills and observation training, they begin driving the vehicle on the street with a training instructor.

Behind the Wheel (BTW) Training

Behind the wheel (BTW) training focuses on honing specific basic driving maneuvers and skills necessary to ensure the safe operation of the vehicle under actual road operation. During BTW training, the student puts into practice what they have learned in the classroom and refines his/her driving skills with a certified trainer. During this period, the student must demonstrate mastery of 26 specific defensive driving and performance skills before graduation.

Cadet Training

The general manager conducts all behind the wheel training and each trainee is provided with in-service cadet training with by a designated lead trainer. During



the training, the operator becomes familiarized with the routes and the service area as a whole.

During this period, the trainee is closely monitored and receives his/her final road and training evaluation. Any areas of needed remedial training are identified and documented.

Post-Training Testing and Remedial Training

Before a student is released into service, he/she is closely monitored and receives a final road and training evaluation. Recognizing that not every operator is one hundred percent ready to enter revenue service after the base training program, MV offers up to 40 hours of remedial training. During the cadetting period, any areas of needed retraining are identified and administered based on this need.

Training Highlights

Defensive Driving - LLLC

All accidents have a cause, which can always be traced back to one or more people – most commonly the operator of one of the vehicles involved in the collision. This underscores the importance of an effective defensive driving training curriculum.

MV built its training curriculum upon the Triple L-C, an elegant and easy-to-memorize defensive driving course that teaches professionals *The Four Driving Principles to Safety™*:

- Look Ahead™
- Look Around™
- Leave Room™
- Communicate™

By using these four principles, operators maintain the maximum amount of room around their vehicle, improve their visibility, gain the extra time and information needed to make critical decisions while driving, and effectively interact with others on the road to prevent collisions. Developed throughout the course, these concepts provide MV's operators with everything they need to know to avoid collisions. Ultimately, the course helps operators see, think, and act their way through any driving situation.



Sensitivity and Passenger Assistance

MV places great importance on operator sensitivity and safeguarding the dignity of its passengers. MV's state-of-the-art, customized ADA Sensitivity Training Program is tailored to each contract and emphasizes courtesy, understanding, and the operator's responsibility to serve all passengers, regardless of background or disability.

Practice and role-playing sessions are held with trainees to foster an experiential understanding of the challenges of navigating the system as a visually impaired passenger or as one who uses a mobility device. Video and classroom training is augmented by the involvement of representatives from the community, local advocacy groups, and care facilities.

Operator training includes the study of different types of disabilities and mobility aids so that operators properly learn how to handle each one professionally and with utmost care. Training emphasizes how passengers in mobility devices generally require a greater level of time, attention, and particular sensitivity by the operator. It explains how the proper securement of the mobility device is critical to providing a safe, enjoyable ride for the passengers. To ensure ongoing safety for passengers, training and monitoring in this area extends beyond the initial training period.

"It's wonderful to know that his (vehicle operator, Victor) enthusiasm and dedication have been received so positively by our residents."

- Quote from Miami Lakes' On-Demand Passenger

Customer Service Training

MV's proprietary four-hour customer service training program, "Customer Driven Service" was recently developed and deployed by MV's learning and development team, and is described in detail below.

Customer Driven Service

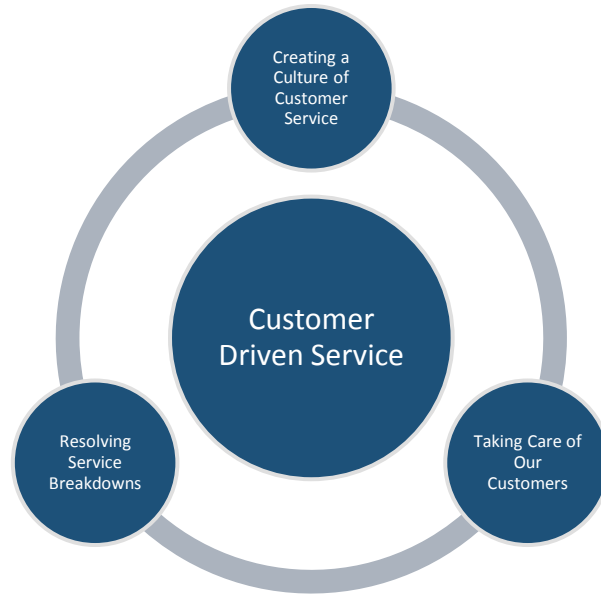
Understanding the diverse needs of its customer base, as well as its passengers, MV began work on creating a new, fully customizable customer service program to meet the specific needs of each of its services.

Created by Director of Learning and Development Leslie Gorman, **Customer Driven Service** is an interactive training program that bridges traditional customer service concepts and transit operations. The training redefines the hierarchy of the operation, placing the customer at the center, educates trainees



on the value of a customer-centric organization, and provides trainees a roadmap to create a culture of customer service.

The training is delivered across three modules – each addressing the critical components of how customer service drives quality transportation.



- **Creating a Culture of Customer Service:** This module defines the customer and includes interactive sessions to discuss how we, as customers, want to be treated. It explains the power of making generalizations, the power of words, and how we can control the first impressions that our customer have of us.
- **Taking Care of Our Customers:** This module delves into the importance of meeting expectations, defining the seven expectations of our passenger base (reliability, safety and security, convenience and accessibility, clean and comfortable, understandable, affordably, friendly and empathetic). The session is rounded out with group exercises focusing on what we can each do to excel in customer service as we represent MV, and a discussion on how to create a positive experience for our customers.
- **Resolving Service Breakdowns:** The final module addresses conflict resolution and dealing with angry customers. It educates trainees on the five steps to resolving conflict (listen - apologize - ask what you can do for the customer - propose a solution - repeat until you find a solution that works). The training includes interactive sessions on the importance of clarity and explanation when delivering service, and provides trainees methods of exceeding customer expectations.

Director of Learning and Development Leslie Gorman has enterprise responsibility for MV University, the company's overarching blended learning program that includes online foundational courses, competency-based employee training and leadership development. Leslie has 15+ years of field



operations and executive learning & development experience including owning a multi-million dollar field operations company, built a corporate university and created the L&D functions at two international corporations. Leslie earned her Bachelors in Psychology & Business at St. Mary's University and Masters in Social Treatment and Administration at the University of Houston.

c) Data Collection Process

MV submits all data as required by the Town; please find a copy of this report at the end of this section.

d) Ride Request Procedures

The Moover on-demand passenger ride request procedure begins with the Town of Miami Lakes taking the ride reservations; after the reservations have been completed, the Town will email their ride request forms to MV's local Moover staff the day before service. The General Manager Anthony Rodriguez will attach the company's cover sheet to the Town's copy before distributing it to the vehicle operator. The vehicle operator will record all completed or no show on to this ride request form.

Operator Check In

When the operator reports to the facility, he or she will check in at dispatch and will receive their daily ride requests from the general manager. The dispatcher will mark the operator as present and hand the operator his or her vehicle assignment, provide any written notices regarding service adjustments, changes, or announcements, and perform a "fit for duty" review of the operator. This review includes a uniform check, reasonable suspicion evaluation, and a review of each operator's license.

Backup Service

MV's supervision, safety, and coordination with the Town's maintenance program through the City of Hialeah will minimize the number of delays, preventable incidents, and roadcalls experienced in the system; however, MV's team will remain prepared for these unfortunate events should they occur.



Backup Vehicles: MV's backup vehicle is pre-tripped and parked at the operating facility. This vehicle is available for use in the event of a service disruption such as a vehicle incident or roadcall.

Daily Vehicle Inspections

The operator will proceed to the yard and locate his or her vehicle. When the operator arrives at the vehicle he or she will initiate the daily vehicle inspection (DVI, or "pre-trip") using MV's standard pre-trip inspection forms. All areas of the vehicle that are inspected and all results must be documented.

During peak pullout periods, at least one (1) supervisor is in the yard to oversee the DVI process. This person will monitor operators as they perform these inspections, respond to any questions operators may have, and ensure a timely and coordinated pullout.

If the operator detects an issue with the vehicle that presents a safety hazard and will prevent the vehicle from leaving the yard and entering service, the operator will notify dispatch, who will contact the Town's on-duty mechanic. The mechanic will determine if the issue can be quickly rectified (for example, a bulb replacement), or the vehicle should be pulled from service (for example, the brakes are not operating properly).

If the vehicle must be pulled from service, the Town's mechanic will communicate the change with the dispatcher and assigns the backup vehicle (which is already pre-tripped) to the operator. The Town's mechanic will place the vehicle out of service and perform all required Lock-Out-Tag-Out procedures.

If the Town's mechanic can make the repair quickly and easily, he or she will do so, and the operator will notify dispatch as he or she departs the yard and proceeds to the first stop.

If the operator does not detect a safety related defect that would prevent the vehicle from entering service, the operator will notify dispatch as he or she departs the yard and proceeds to the first stop.

Fixed Route Circulator Service Delivery

A dispatcher will be on during all hours of service to respond to issues and monitor service.

Upon arrival at the first stop, the operator will change the vehicle head sign from "Out of Service" to the proper route number and name. If the operator is early, he or she will not leave the stop until the first scheduled departure time.



The operator will proceed to the next stop at the scheduled departure time. MV's dispatch team will continually monitor service delivery in order to quickly resolve any issues that arise.

On-Demand Service Delivery

Throughout the service day, the dispatcher will remain available to the operator along the route. As the operator performs trips it is recorded manually on the ride request form.

Dispatchers continually track vehicle status and monitor service delivery throughout the service day via talk-to-talk radio.

If the passenger does not appear, the operator alerts the dispatcher, who will call the passenger to let them know their ride has arrived. If the passenger still does not appear, the operator will contact the dispatcher to request that the dispatcher call the passenger. If the passenger does not arrive within 5 minutes after the scheduled pick-up time has passed, and after the driver's arrival time, but within the passenger's window time, the dispatcher contacts the Town, and instructs the operator to move to the next stop.

Mobility Device Securement

Providing safe transportation to persons in mobility devices is essential to the success of the Moover Bus Operations. These passengers generally require a greater level of time and attention by the driver. This proper attention of the driver is critical to ensure the mobility device is properly secured so as to make sure the customer enjoys a safe ride. Wheelchair securement procedures are as follows:

The vehicle must be parked at least 18 inches from the curb, with the vehicle in park and the parking brake engaged. The driver opens the door and prepares the mobility device securement area. The lift is then deployed pursuant to specific lift procedures.

Drivers will assist the passenger in boarding the lift; all passengers will be loaded on the lift facing away from the vehicle. The driver will ensure that the brake on the mobility device is engaged, and will secure the lift safety strap. The driver must then communicate to the passenger that operation of the lift is going to begin after confirming that they have secured their brakes and are ready.

Maintaining their hand on the mobility device, the driver raises the lift to the top of the lift platform. Once the lift is in place, the driver will maneuver the passenger into the vehicle and position the chair in preparation for securement. Once the



passenger is in place in the securement area, the driver will request permission to begin securement procedures.

Upon consent, the driver will secure the mobility device at strength securement points; the driver will never attach securement straps to spokes or other loose components. The driver checks that the straps are secure and tight, and then requests permission to place the shoulder belt and lap restraint over passenger. Upon consent, these personal restraints are secured, and the driver notifies the passenger that they are ready to depart.

As part of MV's Driver Evaluation program, Road Supervisors perform spot checks of mobility device securement to ensure procedures are properly followed.

Road Supervision

Road supervisors are responsible for the dissemination of critical information, such as service changes and system announcements to the operator team. They serve as the go-to resource in the field for MV's operator team.

They perform incident investigations, administer drug and alcohol testing procedures, respond to roadcalls, and resolve passenger disputes as needed. Based on their findings reports for these various activities, the general manager will administer progressive discipline.

Road supervisors will perform operator evaluations to ensure that each operator is safely and correctly performing his or her job. Road observations are performed discreetly (and unannounced) without disruption to service, and include the following review types:

- **Observed Ride Checks:** Observed ride checks are on-board evaluations of an operator's customer service and safety skills. Areas that are evaluated include safe vehicle operation and professional passenger interaction. During this check, the operator's credentials are checked to ensure proper certifications are up to date and in the operators' possession.
- **Unobserved Service Checks:** Unobserved service checks are random inspections that assess operators' driving and safety skills from the road. Road Supervisors perform these checks from their service vehicle (following the operator). Operators typically are unaware that these evaluations are being performed.
- **Mobility Device Securement Spot Checks:** These random inspections are on-vehicle reviews of an operators' ability to safely and properly secure a mobility device. The supervisor meets the operator at a location where a



passenger using a mobility device is being picked up, boards the vehicle, and closely observes the manner in which the mobility device is secured.

- **Pullout Inspections:** Pullout inspections are unannounced and occur daily. A supervisor that is stationed in the yard confirms that the operator is in proper uniform, has the appropriate credentials on his or her person, and is prepared for service that day. The supervisor then checks the vehicle to confirm it is clean and ready for service.

End of Operator Shift

When the operator has completed his or her shift, he or she will notify dispatch and head to the yard. The operator ending his or her shift will perform a walkthrough of the vehicle to collect any items left on board and dispose of any trash. Then the operator will perform a post trip inspection.

e) Complaint Investigations

Expedient response to all complaints, comments, and commendations is critical to customer service excellence. All employees are taught to exhibit professionalism and care when receiving a complaint. The company's general guidelines to handling a customer complaint are as follows:

In an instance wherein a complaint is communicated to an MV employee, that employee listens and directs the passenger to contact the Town's representative as required by the Town.

Once MV is notified by the Town, the complaint investigations begins. MV will immediately take appropriate actions and begin investigation of all complaints to determine validity. Complaints that are serious in nature must immediately be brought to the attention of the area vice president of operations and the Town. Depending on the nature of the complaint either the general manager and/or area vice president of operations will personally handle these types of complaint investigations. MV will document passenger complaints and describe any actions taken toward resolution. The bus service complaints will be reported in verbal and written form to the Town transit manager within 24 hours.

All steps taken during the investigation are documented and filed. If the results of the investigation yields a validated complaint, a copy of the complaint documentation is filed in the affected employee(s') employment file, and a letter acknowledging the complaint and remedial steps taken is issued to the complainant.



Employees who receive repeated valid complaints will be disciplined appropriately up to and including termination of employment. A formal complaint report will be provided to the Town and the complaint will be logged and submitted with all monthly reports, as required.

f) Authority Compliance

MV supplies NTD data to its clients and assists in the compilation of these reports. While the Federal Transit Administration (FTA) prohibits private contractors from directly reporting data to the NTD Database on behalf of FTA-funded transit agencies, MV's local operations teams assist in the collection and summarization of all required data.

MV follows the trip sampling methodology and forms, pursuant to the guidelines of the NTD Reporting Manual, including FTA Circular 2710-1A. Compliance with FTA uniform accounting standards and NTD reporting systems is a key element of MV's U.S. federally funded operations.

MV will fully cooperate with the Town in collection and reporting of all FTA ridership, operating, safety, and financial information. The information collected and summarized for the Town's NTD reports will be maintained as required.

The general manager will be responsible for meeting the sampling, collection, verification, and reporting requirements for the Town's NTD reporting. This individual will be supported by the MV corporate staff described in Section Tab 1:c), Key Personnel Resumes, and will avail himself to the Town's guidance, as well as FTA seminars on NTD reporting, and other support available from the FTA website.

The general manager will conduct sample trip data collection, with support from the staff. This information is compiled for the following NTD modules: basic, financial and service. MV's vehicle operators will only occasionally be required to conduct sample data collection and then only on the routes with the lowest ridership.

Dispatchers will distribute and collect any required vehicle operator surveys; vehicle operators will complete and submit any required operator surveys. They will all assist the general manager with collecting required operational and ridership data.



SAMPLE RIDERSHIP DATA COLLECTION REPORT

MAY (Date:)	DRIVER:	ROUTE:	VEHICLE:	PASSENGER PICK-UPS:
5/1/2016	S U	N D	A Y	
5/1/2016				
5/1/2016	VICTOR MONROY	ON DEMAND	15	18
5/1/2016				
5/2/2016	GLADIS CHORENS	MOOVER 1	826	42
5/2/2016	RAFAELA ROBAINA	MOOVER 2	828	57
5/2/2016	VICTOR MONROY	ON DEMAND	15	25
5/2/2016				
5/3/2016	TAMARA PEREZ	MOOVER 1	826	47
5/3/2016	RAFAELA ROBAINA	MOOVER 2	828	45
5/3/2016	VICTOR MONROY	ON DEMAND	15	30
5/3/2016				
5/4/2016	GLADIS CHORENS	MOOVER 1	826	26
5/4/2016	GALDIS CHORENS	MOOVER 2	828	37
5/4/2016	VICTOR MONROY	ON DEMAND	15	25
5/4/2016				
5/5/2016	TAMARA PEREZ	MOOVER 1	826	41
5/5/2016	RAFAELA ROBAINA	MOOVER 2	828	51
5/5/2016	VICTOR MONROY	ON DEMAND	15	27
5/5/2016				
5/6/2016	GLADIS CHORENS	MOOVER 1	826	37
5/6/2016	GLADIS CHORENS	MOOVER 2	828	55
5/6/2016	VICTOR MONROY	ON DEMAND	15	35
5/6/2016				
5/8/2016	S U	N D	A Y	
5/8/2016				
5/8/2016	VICTOR MONROY	ON DEMAND	15	21
5/8/2016				
5/9/2016	GLADIS CHORENS	MOOVER 1	826	49
5/9/2016	RAFAELA ROBAINA	MOOVER 2	828	50
5/9/2016	VICTOR MONROY	ON DEMAND	15	27

5/9/2016				
5/10/2016	GLADIS CHORENS	MOOVER 1	826	43
5/10/2016	GLADIS CHORENS	MOOVER 2	828	54
5/10/2016	VICTOR MONROY	ON DEMAND	15	30
5/10/2016				
5/11/2016	TAMARA PEREZ	MOOVER 1	826	18
5/11/2016	RAFAELA ROBAINA	MOOVER 2	828	52
5/11/2016	VICTOR MONROY	ON DEMAND	15	25
5/11/2016				
5/12/2016	GLADIS CHORENS	MOOVER 1	826	47
5/12/2016	GLADIS CHORENS	MOOVER 2	828	40
5/12/2016	VICTOR MONROY	ON DEMAND	15	21
5/12/2016				
5/13/2016	TAMARA PEREZ	MOOVER 1	826	52
5/13/2016	RAFAELA ROBAINA	MOOVER 2	828	48
5/13/2016	VICTOR MONROY	ON DEMAND	15	32
5/13/2016				
5/15/2016	S	U	N	D
5/15/2016				
5/15/2016	VICTOR MONROY	ON DEMAND	15	18
5/15/2016				
5/16/2016	TAMARA PEREZ	MOOVER 1	826	44
5/16/2016	GLADIS CHORENS	MOOVER 2	828	57
5/16/2016	VICTOR MONROY	ON DEMAND	15	29
5/16/2016				
5/17/2016	TAMARA PEREZ	MOOVER 1	826	44
5/17/2016	RAFAELA ROBAINA	MOOVER 2	828	57
5/17/2016	VICTOR MONROY	ON DEMAND	15	28
5/17/2016				
5/18/2016	GLADIS CHORENS	MOOVER 1	826	79
5/18/2016	GLADIS CHORENS	MOOVER 2	828	15
5/18/2016	VICTOR MONROY	ON DEMAND	15	31
5/18/2016				

5/19/2016	TAMARA PEREZ	MOOVER 1	826	2		
5/19/2016	RAFAELA ROBAINA	MOOVER 2	828	64		
5/19/2016	VICTOR MONROY	ON DEMAND	15	33		
5/19/2016						
5/20/2016	GLADIS CHORENS	MOOVER 1	826	61		
5/20/2016	TAMARA PEREZ	MOOVER 2	828	16		
5/20/2016	VICTOR MONROY	ON DEMAND	15	26		
5/20/2016						
5/22/2016	S	U	N	D	A	Y
5/22/2016						
5/22/2016	VICTOR MONROY	ON DEMAND	15	18		
5/22/2016						
5/23/2016	TAMARA PEREZ	MOOVER 1	826	75		
5/23/2016	TAMARA PEREZ	MOOVER 2	624	25		
5/23/2016	VICTOR MONROY	ON DEMAND	15	31		
5/23/2016						
5/24/2016	TAMARA PEREZ	MOOVER 1	826	44		
5/24/2016	GLADIS CHORENS	MOOVER 2	624	48		
5/24/2016	VICTOR MONROY	ON DEMAND	15	28		
5/24/2016						
5/25/2016	TAMARA PEREZ	MOOVER 1	826	32		
5/25/2016	RAFAELA ROBAINA	MOOVER 2	624	58		
5/25/2016	VICTOR MONROY	ON DEMAND	15	31		
5/25/2016						
5/26/2016	GLADIS CHORENS	MOOVER 1	826	42		
5/26/2016	GLADIS CHORENS	MOOVER 2	624	46		
5/26/2016	VICTOR MONROY	ON DEMAND	15	30		
5/26/2016						
5/27/2016	GLADIS CHORENS	MOOVER 1	826	26		
5/27/2016	RAFAELA ROBAINA	MOOVER 2	624	68		
5/27/2016	VICTOR MONROY	ON DEMAND	15	31		
5/27/2016						
5/29/2016	S	U	N	D	A	Y

5/29/2016				
5/29/2016	VICTOR MONROY	ON DEMAND	15	19
5/29/2016				
5/30/2016	HOLIDAY	MOOVER 1	826	0 HOLIDAY
5/30/2016	HOLIDAY	MOOVER 2	624	0 HOLIDAY
5/30/2016	HOLIDAY	ON DEMAND	15	0 HOLIDAY
5/30/2016				
5/31/2016	GLADIS CHORENS	MOOVER 1	826	50
5/31/2016	RAFAELA ROBAINA	MOOVER 2	624	54
5/31/2016	VICTOR MONROY	ON DEMAND	15	23
5/31/2016				
			On Demand Total:	692
			Fixed Route Total:	1,868

Moover 1: 901 Passengers

Moover 2: 967 Passengers

June (Date:)	DRIVER:	ROUTE:	VEHICLE:	PASSENGER PICK-UPS:
6/1/2016	TAMARA PEREZ	MOOVER 1	826	39
6/1/2016	GLADIS CHORENS	MOOVER 2	828	47
6/1/2016	VICTOR MONROY	ON DEMAND	15	17
6/1/2016				
6/2/2016	GLADIS CHORENS	MOOVER 1	826	42
6/2/2016	RAFAELA ROBAINA	MOOVER 2	828	47
6/2/2016	VICTOR MONROY	ON DEMAND	15	27
6/2/2016				
6/3/2016	TAMARA PEREZ	MOOVER 1	826	44
6/3/2016	GLADIS CHORENS	MOOVER 2	828	26
6/3/2016	VICTOR MONROY	ON DEMAND	15	24
6/3/2016				
6/5/2016	S U	N D	A Y	
6/5/2016				
6/5/2016	VICTOR MONROY	ON DEMAND	15	13
6/5/2016				
6/6/2016	GLADIS CHORENS	MOOVER 1	826	38
6/6/2016	RAFAELA ROBAINA	MOOVER 2	828	44
6/6/2016	VICTOR MONROY	ON DEMAND	15	25
6/6/2016				
6/7/2016	TAMARA PEREZ	MOOVER 1	826	28
6/7/2016	GLADIS CHORENS	MOOVER 2	828	12
6/7/2016	VICTOR MONROY	ON DEMAND	15	30
6/7/2016				
6/8/2016	GLADIS CHORENS	MOOVER 1	826	14
6/8/2016	RAFAELA ROBAINA	MOOVER 2	828	23
6/8/2016	VICTOR MONROY	ON DEMAND	15	24
6/8/2016				
6/9/2016	TAMARA PEREZ	MOOVER 1	826	17
6/9/2016	RAFAELA ROBAINA	MOOVER 2	828	26
6/9/2016	VICTOR MONROY	ON DEMAND	15	27

6/9/2016				
6/10/2016	GLADIS CHORENS	MOOVER 1	826	11
6/10/2016	GLADIS CHORENS	MOOVER 2	828	7
6/10/2016	VICTOR MONROY	ON DEMAND	15	23
6/10/2016				
6/12/2016	S U	N D	A Y	
6/12/2016				
6/12/2016	VICTOR MONROY	ON DEMAND	15	20
6/12/2016				
6/13/2016	TAMARA PEREZ	MOOVER 1	826	24
6/13/2016	GLADIS CHORENS	MOOVER 2	828	19
6/13/2016	VICTOR MONROY	ON DEMAND	15	21
6/13/2016				
6/14/2016	GLADIS CHORENS	MOOVER 1	826	16
6/14/2016	RAFAELA ROBAINA	MOOVER 2	828	18
6/14/2016	VICTOR MONROY	ON DEMAND	15	18
6/14/2016				
6/15/2016	TAMARA PEREZ	MOOVER 1	826	17
6/15/2016	GLADIS CHORENS	MOOVER 2	828	17
6/15/2016	VICTOR MONROY	ON DEMAND	15	28
6/15/2016				
6/16/2016	GLADIS CHORENS	MOOVER 1	826	14
6/16/2016	RAFAELA ROBAINA	MOOVER 2	828	22
6/16/2016	VICTOR MONROY	ON DEMAND	15	25
6/16/2016				
6/17/2016	TAMARA PEREZ	MOOVER 1	826	6
6/17/2016	RAFAELA ROBAINA	MOOVER 2	828	7
6/17/2016	VICTOR MONROY	ON DEMAND	15	17
6/17/2016				
6/19/2016	S U	N D	A Y	
6/19/2016				
6/19/2016	VICTOR MONROY	ON DEMAND	15	17
6/19/2016				

6/20/2016	TAMARA PEREZ	MOOVER 1	826	20
6/20/2016	RAFAELA ROBAINA	MOOVER 2	828	18
6/20/2016	VICTOR MONROY	ON DEMAND	15	22
6/20/2016				
6/21/2016	GLADIS CHORENS	MOOVER 1	826	21
6/21/2016	MECHANIC SHOP	MECHANIC SHOP	828	0
6/21/2016	VICTOR MONROY	ON DEMAND	15	25
6/21/2016				
6/22/2016	GLADIS CHORENS	MOOVER 1	826	28
6/22/2016	MECHANIC SHOP	MECHANIC SHOP	828	0
6/22/2016	VICTOR MONROY	ON DEMAND	15	28
6/22/2016				
6/23/2016	RAFAELA ROBAINA	MOOVER 1	826	38
6/23/2016	MECHANIC SHOP	MECHANIC SHOP	624	0
6/23/2016	VICTOR MONROY	ON DEMAND	15	28
6/23/2016				
6/24/2016	GLADIS CHORENS	MOOVER 1	826	12
6/24/2016	MECHANIC SHOP	MECHANIC SHOP	624	0
6/24/2016	VICTOR MONROY	ON DEMAND	15	20
6/24/2016				
6/26/2016	S	U	N	D
6/26/2016				
6/26/2016	VICTOR MONROY	ON DEMAND	15	20
6/26/2016				
6/27/2016	GLADIS CHORENS	MOOVER 1	826	36
6/27/2016	MECHANIC SHOP	MECHANIC SHOP	624	0
6/27/2016	VICTOR MONROY	ON DEMAND	15	24
6/27/2016				
6/28/2016	RAFAELA ROBAINA	MOOVER 1	826	38
6/28/2016	MECHANIC SHOP	MECHANIC SHOP	624	0
6/28/2016	VICTOR MONROY	ON DEMAND	15	29
6/28/2016				
6/29/2016	RAFAELA ROBAINA	MOOVER 1	826	30

6/29/2016	MECHANIC SHOP	MECHANIC SHOP	624	0
6/29/2016	VICTOR MONROY	ON DEMAND	15	26
6/29/2016				
6/30/2016	GLADIS CHORENS	MOOVER 1 AM	826	9
6/30/2016	RAFAELA ROBAINA	MOOVER 1 PM	826	22
6/30/2016	VICTOR MONROY	ON DEMAND	15	28
6/30/2016				
			On Demand Total:	606
			Fixed Route Total:	897

Moover 1: 564 Passengers

Moover 2: 333 Passengers

<u>July (Date:)</u>	<u>DRIVER:</u>	<u>ROUTE:</u>	<u>VEHICLE:</u>	<u>PASSENGER PICK-UPS:</u>
7/1/2016	GLADIS CHORENS	MOOVER 1	826	10
7/1/2016	MECHANIC SHOP	MOOVER 2	NO BUS	0
7/1/2016	VICTOR MONROY	ON DEMAND	15	23
7/1/2016				
7/3/2016	S U	N D	A Y	
7/3/2016				
7/3/2016	VICTOR MONROY	ON DEMAND	15	8
7/3/2016				
7/4/2016	HOLIDAY	HOLIDAY	HOLIDAY	0
7/4/2016	HOLIDAY	HOLIDAY	HOLIDAY	0
7/4/2016	HOLIDAY	HOLIDAY	HOLIDAY	0
7/4/2016				
7/5/2016	RAFAELA ROBAINA	MOOVER 1	826	25
7/5/2016	MECHANIC SHOP	MOOVER 2	NO BUS	0
7/5/2016	VICTOR MONROY	ON DEMAND	15	15
7/5/2016				
7/6/2016	GLADIS CHORENS	MOOVER 1	826	30
7/6/2016	MECHANIC SHOP	MOOVER 2	NO BUS	0
7/6/2016	VICTOR MONROY	ON DEMAND	15	26
7/6/2016				
7/7/2016	RAFAELA ROBAINA	MOOVER 1	826 /624(spare)	12
7/7/2016	MECHANIC SHOP	MOOVER 2	NO BUS	0
7/7/2016	VICTOR MONROY	ON DEMAND	15	26
7/7/2016				
7/8/2016	GLADIS CHORENS	MOOVER 1	826	4
7/8/2016	MECHANIC SHOP	MOOVER 2	NO BUS	0
7/8/2016	VICTOR MONROY	ON DEMAND	15	25
7/8/2016				
7/10/2016	S U	N D	A Y	
7/10/2016				
7/10/2016	VICTOR MONROY	ON DEMAND	15	20

7/10/2016				
7/11/2016	TAMARA PEREZ	MOOVER 1	826	17
7/11/2016	MECHANIC SHOP	MOOVER 2	NO BUS	0
7/11/2016	VICTOR MONROY	ON DEMAND	15	25
7/11/2016				
7/12/2016	GLADIS CHORENS	MOOVER 1	828	24
7/12/2016	MECHANIC SHOP	MOOVER 2	NO BUS	0
7/12/2016	VICTOR MONROY	ON DEMAND	15	22
7/12/2016				
7/13/2016	GLADIS CHORENS	MOOVER 1	828	41
7/13/2016	MECHANIC SHOP	MOOVER 2	NO BUS	0
7/13/2016	VICTOR MONROY	ON DEMAND	15	25
7/13/2016				
7/14/2016	GLADIS CHORENS	MOOVER 1	826	12
7/14/2016	RAFAELA ROBAINA	MOOVER 2	828	17
7/14/2016	VICTOR MONROY	ON DEMAND	15	26
7/14/2016				
7/15/2016	TAMARA PEREZ	MOOVER 1	826	6
7/15/2016	ARMANDO DUVAL	MOOVER 2	828	9
7/15/2016	VICTOR MONROY	ON DEMAND	15	19
7/15/2016				
7/17/2016	S U	N D	A Y	
7/17/2016				
7/17/2016	VICTOR MONROY	ON DEMAND	15	23
7/17/2016				
7/18/2016	RAFAELA ROBAINA	MOOVER 1	826	22
7/18/2016	MECHANIC SHOP	MOOVER 2	NO BUS	0
7/18/2016	VICTOR MONROY	ON DEMAND	15	19
7/18/2016				
7/19/2016	RAFAELA ROBAINA	MOOVER 1	826	25
7/19/2016	MECHANIC SHOP	MOOVER 2	NO BUS	0
7/19/2016	VICTOR MONROY	ON DEMAND	15	22
7/19/2016				

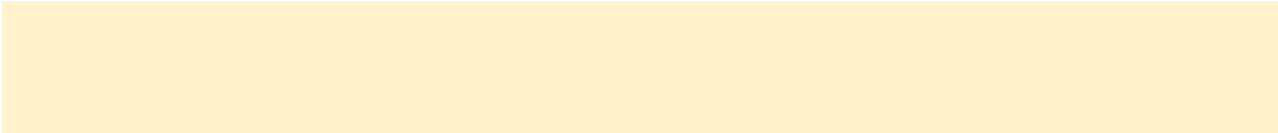
7/20/2016	ARMANDO DUVAL	MOOVER 1	826	16
7/20/2016	RAFAELA ROBAINA	MOOVER 2	NO BUS	0
7/20/2016	VICTOR MONROY	ON DEMAND	15	21
7/20/2016				
7/21/2016	RAFAELA ROBAINA	MOOVER 1	826	14
7/21/2016	MECHANIC SHOP	MECHANIC SHOP	NO BUS	0
7/21/2016	VICTOR MONROY	ON DEMAND	15	21
7/21/2016				
7/22/2016	RAFAELA ROBAINA	MOOVER 1 (AM)	624 (Spare bus)	4
7/22/2016	RAFAELA ROBAINA	MOOVER 1(PM)	826	1
7/22/2016	MECHANIC SHOP	MECHANIC SHOP	NO BUS	0
7/22/2016	VICTOR MONROY	ON DEMAND	15	17
7/22/2016				
7/24/2016	S U	N D	A Y	
7/24/2016				
7/24/2016	VICTOR MONROY	ON DEMAND	15	21
7/24/2016				
7/25/2016	RAFAELA ROBAINA	MOOVER 1	826	17
7/25/2016	MECHANIC SHOP	MECHANIC SHOP	NO BUS	0
7/25/2016	VICTOR MONROY	ON DEMAND	15	22
7/25/2016				
7/26/2016	RAFAELA ROBAINA	MOOVER 1	826	26
7/26/2016	MECHANIC SHOP	MECHANIC SHOP	NO BUS	0
7/26/2016	VICTOR MONROY	ON DEMAND	15	22
7/26/2016				
7/27/2016	RAFAELA ROBAINA	MOOVER 1	826	20
7/27/2016	MECHANIC SHOP	MECHANIC SHOP	NO BUS	0
7/27/2016	VICTOR MONROY	ON DEMAND	15	24
7/27/2016				
7/28/2016	RAFAELA ROBAINA	MOOVER 1	826	14
7/28/2016	MECHANIC SHOP	MECHANIC SHOP	NO BUS	0
7/28/2016	VICTOR MONROY	ON DEMAND	15	15
7/28/2016				

7/29/2016	RAFAELA ROBAINA	MOOVER 1	826	11
7/29/2016	MECHANIC SHOP	MECHANIC SHOP	NO BUS	0
7/29/2016	VICTOR MONROY	ON DEMAND	15	18
7/29/2016				
7/31/2016	S U	N D	A Y	
7/31/2016				
7/31/2016	VICTOR MONROY	ON DEMAND	15	23
7/31/2016				
			On Demand Total:	528
			Fixed Route Total:	377

Moover 1: 351 Passengers

Moover 2: 26 Passengers

[illegible]



Trip 5		Trip 6		Trip 7		Trip 8	
ETA	ETD	ETA	ETD	ETA	ETD	ETA	ETD

....
...

[illegible]

[illegible]

[illegible]

• • • •

...

[illegible]

[illegible]

[illegible]

• • • •

...

[illegible]

3. Client References

Tab 3: Client References

The Miami Lake's Moover Bus Services multi-mode services is reflective of the similar services provided below by MV in the past three years. In addition to the summary descriptions below, the company has completed and provided The Proposer's Reference Form as required at the end of Section Tab 5: Required Forms.

Hialeah Transit System, City of Hialeah (Hialeah, FL)

MV will begin its second term with the City of Hialeah in 2016.

MV began operating fixed route transit services for the City of Hialeah in 2010. The service operates on two routes within the City of Hialeah. MV is responsible for dispatching and operations for this 13-vehicle service.



The Town may contact Mr. Jorge De La Nuez, transit manager at (305) 681-5757 and delanuez@hialeahfl.gov as a reference for

this contract.

Martin County Public Transit, Martin County (Stuart, FL)



MV began operating deviated fixed route, fixed route, and ADA paratransit services for Martin County in 2012. The fixed route service operates on two routes serving the City of Stuart and connecting Martin County and St.

Lucie County. The deviated fixed route service operates on one route serving the Indiantown area. The paratransit service is a demand-responsive, advanced-reservations service for eligible persons with disabilities.

MV was recently selected to renew a second term with Martin County.

MV is responsible for eligibility determination, trip reservations, scheduling, and dispatching, using the StrataGen system. Dispatchers communicate with operators in service through Mentor Ranger mobile data terminals. MV operates a fleet of 10 gas and diesel vehicles, which is maintained by a local vendor.

The Town's reference contact for this system is Ms. M. Beth Beltran, MPO/transit planning manager at (772) 288-5484 and mbeltran@martin.fl.us.



ADA Paratransit Service, City of Gainesville Regional Transit System (Gainesville, FL)



MV began operating complementary ADA paratransit service for the City of Gainesville in conjunction with the Regional Transit System (RTS) in 2002. This door-to-door service operates within City limits, and serves eligible persons with disabilities who are unable to use fixed route transit. This operation is managed as part of MV's role as Community Transit Coordinator for Alachua County.

MV operates and maintains a fleet of 47 vehicles for the City. MV is responsible for trip reservations, scheduling, and billing, and uses the Trapeze PASS system for these functions. Dispatchers communicate with operators in service via mobile data terminals.

Please contact Ms. Mildred Crawford at (352) 334-2450 and crawfordma@cityofgainesville.org as a reference for this contract.

Palm Tran Connection (Palm Beach County, FL)

Since 2015, MV has provided paratransit services through the Palm Tran Connection. This demand-responsive, shared ride, door-to-door paratransit service serves persons with disabilities in Belle Glade, Pahokee, Canal Point and South Bay.



MV uses the Trapeze scheduling software to schedule and dispatch trips.

Please contact Mr. Charlie Boettiger, interim operations manager at (561) 649-0848 ext. 3646 and cboettig@pbcgov.org as a reference for this contract.

C-Tran, Town of Cary (Cary, NC)



MV began operating transit services for the Town of Cary in 2010. The C-Tran system comprises local fixed route service and door-to-door service. The fixed route service operates within Town limits on six routes. The door-to-door service is a demand-responsive service available to eligible persons with disabilities and seniors over age 60.

MV operates and maintains a fleet of 30 vehicles for the C-Tran service. MV uses the Trapeze scheduling system for door-to-door trip scheduling and dispatching, and communicates with operators in service with Mentor mobile data terminals. MV also uses an interactive voice response (IVR) system to notify passengers of upcoming trips. MV is in its second term operating the C-Tran services.

The Town's contact for this contract is Mr. Ray Boylston, transit services administrator at (919) 462-2080 and ray.boylston@townofcary.org.



4. Form of Agreement

Tab 4: Form of Agreement

The company has included its comments related to the Town's form of Agreement as referenced in Exhibit A. These comments for the Town's consideration have been provided at the end of this section.



CONSIDERATIONS TO FORM OF AGREEMENT

MV's Considerations for Town of Miami Lakes' Form of Agreement

RFP/Contract Section	Stated Language	Proposed Language	Explanation
Contract §6 – Price Adjustment	Costs are fixed for initial term; extension years limited to lesser of 5% or CPI.	Include provision that provides for price adjustments if Contractor's revenue decreases or Contractor's costs increase as a result of (i) changes to the scope of work / service hours requested by the Authority, (ii) changes in laws, rules, regulations, etc. applicable to the services to be provided by Contractor, and/or (iii) wage increases necessary for Contractor to be able to recruit and retain qualified employees as a result of an increase in the minimum wage in the Town or surrounding jurisdictions. If the parties are unable to agree on a rate adjustment, then either party may terminate the contract upon 120 days written notice to the other party.	Contractor needs price protection for changes requested by the Authority, or matters that were not contemplated at the time of Contractor's proposal.
Contract §8 – Availability of Funds	Authority may amend or terminate the Agreement due to lack of funds upon 30 days' notice to Contractor.	Revise to provide for 60 days' written notice, and payment of Contractor's reasonable close-out costs.	Contractor will have contract termination costs as well as employment termination obligations.
Contract §15 – Contractor Personnel	Authority, in its sole discretion, may adjust staffing levels or replace employees.	Authority may require Contractor to remove/replace employees, but increases in staffing levels shall require a price adjustment as detailed above.	Contractor's pricing is set based on a specific level of staffing. An increase in the staffing levels would require Contractor to incur costs for which it will not be compensated without a price adjustment.
Contract §26 – Venue	Venue for any dispute shall be in the Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County.	Revise to include the applicable federal court located in Miami-Dade County, Florida.	

MV's Considerations for Town of Miami Lakes' Form of Agreement

RFP/Contract Section	Stated Language	Proposed Language	Explanation
Contract §30 – Authority of Town Manager	Town Manager has power to determine all questions regarding the contract and performance of the services.	Revise to require contractor to consult with Town Manager, but decisions of Town Manager are not automatically binding on Contractor. Furthermore, Town Manager does not have authority to modify the Agreement except pursuant to a written amendment to the Agreement that is signed by both the Authority and Contractor.	Neither party shall have the power to unilaterally determine disputes or modify the Agreement.
Contract §34 – Assignment	A sale of equity interests shall be deemed an assignment of the contract.	Delete the change of control provision.	A change in the shareholders of Contractor should not require consent of the Authority, nor should such transfer be deemed a default. The Authority can terminate the Agreement for convenience at any time.
Contract §39 – Termination	Authority may terminate for convenience upon notice to Contractor.	Revise to provide for 60 days' written notice, and payment of Contractor's reasonable close-out costs.	Contractor will have contract termination costs as well as employment termination obligations.
Contract §40 – Claims, Disputes, and Mediation	Contractor must submit an appeal to the Town Manager within five days to the procurement manager, and dispute any decision of the Town Manager within 14 days.	Revise to provide that Contractor must first try to resolve any disputes with the Project Manager, then the Procurement Manager, and failing that, to the Town Manager; provided, however, that decisions of the Project Manager, Procurement Manager, and Town Manager are not binding on Contractor. If, after working with the Project Manager, the Procurement Manager, and the Town Manager the dispute has not been resolved, then either party may submit the dispute to mediation.	Neither party to a dispute shall have the power to unilaterally determine the outcome of the dispute.

5. Required Forms

Tab 5: Required Forms

The company has completed all required forms in Section IV and have attached them immediately following this page.

- Statement of No-Response
- Price Proposal Form
- Certificate of Authority
- Addendum Acknowledgement Form
- Proposer Profile Form
- Proposer's Reference Verification Form (Circulator Services)
- Proposer's Reference Verification Form (On-Demand Services)
- Anti-Kickback Affidavit
- Non-Collusion Affidavit
- Non-Collusion Affidavit w/notary
- Sworn Statement on Public Entity Crimes
- Conflict of Interest Affidavit
- Drug-Free Workplace Certification
- Proposer's Affidavit



REQUIRED FORMS

Town of Miami Lakes

RFP 2016-44 Bus Operation Services, Addendum #1

This addendum is incorporated into and made a part of the Request for Proposals ("RFP") 2016-44. The following may include clarifications, revisions, additions, deletions, or answers to questions received relative to the RFP, which take precedence over the RFP documents. **Underlined and bolded** word(s) indicate additions. Deletions are indicated by strikethrough.

Questions (4 of 4)

1. Page 8, Section 3.2 titled On Demand Service states "On an as-needed basis as determined by the Town, the Contractor shall operate the on-demand service using one bus." This paragraph goes on to identify the days and hours of the demand responsive service. Please clarify the statement "On an as-needed basis" since the days and times are listed in the RFP.

Answer: The days and hours given are those that on-demand service currently operates. These could be subject to change, either by a decision of the Town, or if on a particular day there are insufficient appointments made to warrant as many hours of service on that particular day (this is not typical). It is also possible that additional hours may be added, typically for a special event or similar. It is anticipated that provisions for such additional service would be part of contract negotiation.

2. For On-Demand Service referenced in Section 3.2 of the RFP, who will take the reservations? Who will do the scheduling for this service? Who will do the dispatching of the vehicle for On-Demand Service? Can you please provide us with the process for the scheduling and dispatch for On-Demand Service and if there will be a manifest or schedule provided to the driver.

Answer: The Town handles taking reservations and scheduling service for the following business day. Town Staff enters the appointments into a spreadsheet and provides it to the contractor – typically around close of business – for use the following business day.

3. Page 8, Section 4.1 of the RFP states "The Contractor agrees to have a ready-for-service spare bus, owned by the Contractor and covered by the Contractor's insurance will [sic] all necessary permits and tags, available for use within the Town of Miami Lakes and its vicinity." Since the Town of Miami Lakes has two separate types of vehicles, are there any specification requirements for this spare bus with regards to year, make, model, seating capacity and ADA accessible?

Answer: The spare must be ADA accessible, and should have a minimum capacity of approximately 20 passengers.

4. Page 9, Section 4.7 states "Contractor shall at all times maintain buses in good mechanical condition." The Interlocal Agreement between the City of Hialeah and the Town of Miami Lakes for Transit Bus Maintenance and Repairs states that the City of Hialeah is responsible for maintaining the buses, please clarify the statement in Section 4.7.

Answer: This provision refers to the responsibility of the contractor to conduct pre- and post-trip inspections of the bus, and to notify the Town and the City of Hialeah's maintenance personnel of any maintenance issues or repair needs noted during these inspections or during operation. Refer to RFP Exhibit "A" Article 15.

The Proposer shall acknowledge receipt of this addendum by completing the applicable section of the RFP or completing the acknowledgment information below. Either form of acknowledgement must be completed and returned by no later than the date and time for receipt of the RFP Response.

Acknowledgement:

Amy Barry
Name of Signatory
SVP/Assistant Secretary
Title
September 7, 2016
Date


Signature
MV Transportation, Inc.
Name of Proposer

Christina Semeraro, MPA, CPPB
Procurement Manager

Town of Miami Lakes

RFP 2016-44 Bus Operation Services, Addendum #2

This addendum is incorporated into and made a part of the Request for Proposals ("RFP") 2016-44. The following may include clarifications, revisions, additions, deletions, or answers to questions received relative to the RFP, which take precedence over the RFP documents. Underlined and bolded word(s) indicate additions. Deletions are indicated by strikethrough.

Clarification (1 of 1)

1. Spare bus required by contractor: Provided that the vehicle is ADA accessible and can accommodate the typical passenger volume for said day, the specific bus can be confirmed on an individual basis between the Town and Contractor.

Questions (2 of 2)

1. Please clarify the definition of a revenue hour. Is it gate-to-gate; from the time the vehicle leaves the yard to the time the vehicle returns to the yard?

Answer: Revenue hour is defined as a unit of time, expressed to the exact minute, measured from the time the bus leaves the facility in Hialeah, FL until the bus is returned to the facility in Hialeah, FL. This time shall be known as "Gate to Gate".

2. If there is a change in the federal or state minimum wage requirement, will the Town consider renegotiating, compensating or adjusting the contractor's cost?

Answer: Reference RFP Section III, Article 8.

The Proposer shall acknowledge receipt of this addendum by completing the applicable section of the RFP or completing the acknowledgment information below. Either form of acknowledgement must be completed and returned by no later than the date and time for receipt of the RFP Response.

Acknowledgement:

Amy Barry
Name of Signatory
SVP/Assistant Secretary
Title
September 7, 2016
Date



Signature
MV Transportation, Inc.
Name of Proposer

Christina Semeraro, MPA, CPPB
Procurement Manager

N/A

STATEMENT OF NO-RESPONSE

If your company will not be submitting a response to this Bid/RFP, please complete this Statement of "No" Response Sheet and return, prior to the Bid/RFP Due Date established within, to:

The Town of Miami Lakes

Procurement Division

6601 Main Street

Miami Lakes, FL 33014

Email: procurement@miamilakes-fl.gov

This information will help The Town of Miami Lakes in the preparation of future Bids/RFPs.

Bid/RFP Number: _____ Title: _____

Company Name: _____

Contact: _____

Address: _____

Telephone: _____ Facsimile: _____

√	Reasons for "NO" Response:
	Unable to comply with product or service specifications.
	Unable to comply with scope of work.
	Unable to quote on all items in the group.
	Insufficient time to respond to the Request for Proposal.
	Unable to hold prices firm through the term of the contract period.
	Our schedule would not permit us to perform.
	Unable to meet delivery requirements.
	Unable to meet bond requirements.
	Unable to meet insurance requirements.
	Other (Specify below)

Comments: _____

Signature: _____ Date: _____

**SECTION IV
REQUIRED FORMS**

Bus Operations Services

PRICE PROPOSAL FORM

RFP 2016-44 BUS OPERATIONS SERVICES			
Item	Description of Service	Service Days	Hourly Rate
A	CIRCULATOR & ON-DEMAND	Monday - Friday	\$ 25.62 Rate Per Hour
B	ON-DEMAND ONLY	Sunday	\$ 34.70 Rate Per Hour

Notes:

1. Proposers must propose on all line items in the price table in order to be considered responsive to the solicitation.
2. The Town anticipates a minimum of 325 Circulator Service hours per month. The Town reserves the right to adjust the hours and timing based on actual demand. This also applies to the routes and number of stops, which may be adjusted based on data gathered by the Contractor during operations.
3. Historical usage for on-demand services indicates an average of 530 rides requested per month.
4. All rates must include the cost of a Dispatcher.
5. Contractor will charge Town a fixed time of 15 minutes per route, per day for fueling time. If the bus is not fueled each day the Town will not be charged for fueling time.
6. The driver shall not delay upon arrival and return to perform pre-trip and post-trip inspections.
7. The hourly rate for out-of-contract services performed outside normal operating hours will be billed at the same rate as set forth herein or a lower negotiated amount confirmed in writing signed by both parties.

By signing below, proposer certifies that the information contained in its Price Proposal includes all costs for the Services in accordance with the terms, conditions and specifications contained in this RFP. The Town at its sole discretion may negotiate the elements of the fees with the Proposer.

Firm's Name: MV Transportation, Inc. F.E.I.N. No.: 94-2491705

Town/State/Zip: Dallas, TX 75206

Signature of Authorized Signatory: 

Printed Name/Title: Amy Barry, SVP/Assistant Secretary Email Address: matthew.veach@mvtransit.com

**CERTIFICATE OF AUTHORITY
(IF CORPORATION)**

I HEREBY CERTIFY that at a meeting of the Board of Directors of MV Transportation, Inc., a corporation organized and existing under the laws of the State of California, held on the 1 day of March, 2013, a resolution was duly passed and adopted authorizing (Name) Amy Barry as (Title) Assistant Secretary of the corporation to execute proposals on behalf of the corporation and providing that his/her execution thereof, attested by the secretary of the corporation, is the official act and deed of the corporation. I further certify that said resolution remains in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this 11th day of September, 2014.

Asst. Secretary: Jacqueline Nguyen Print: Jacqueline Nguyen

**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 to execute proposals on behalf of the partnership and provides that his/her execution thereof, attested by a partner, is 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: _____ Print: _____

**CERTIFICATE OF AUTHORITY
(IF JOINT VENTURE)**

Joint ventures must submit their joint venture agreement indicating that the person signing this Bid is authorized to sign Bid documents on behalf of the joint venture and submit the appropriate Certificate of Authority (corporate, partnership, or individual).

**CERTIFICATE OF AUTHORITY
(IF INDIVIDUAL)**

I HEREBY CERTIFY that, I (Name) _____, individually and doing business as (d/b/a) _____ (If Applicable) have executed and am bound by the terms of the Proposal to which this attestation is attached.

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

Signed: _____ Print: _____

RFP 2016-44
ADDENDUM ACKNOWLEDGEMENT FORM

Listed below are the dates of issue for each Addendum received in connection with this RFP:

Addendum No. <u>1</u> ,	Dated <u>August 22, 2016</u>
Addendum No. <u>2</u> ,	Dated <u>August 26, 2016</u>
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____

_____ No Addendum issued for this RFP

Firm's Name: MV Transportation, Inc.

Signature:  _____

Printed Name/Title: Amy Barry, SVP/Assistant Secretary

PROPOSER PROFILE FORM

By submitting this Proposal, firm certifies the truth and accuracy of all information contained herein.

Proposer's Business Name MV Transportation, Inc.

Contact Person Matthew Veach Title Senior Vice President

Email Address matthew.veach@mvtransit.com Phone Number (630) 987-9660

A. Business Information

1. How many years has your company been in business under its current name and ownership? 41 years

- a. Professional Licenses/Certifications (include name and number)* Issuance Date

Local Business Tax Receipt 09/30/16

State of Florida Department of State Authorization to Transact Business 01/02/04

- b. Date company licensed by the State of Florida or Miami-Dade County: 01/02/04

- c. State and Date of Incorporation: State of California, December 1978

- d. What is your primary business? Passenger transportation provider
(This answer should be specific)

2. Name and Licenses of any prior companies:

Name of Company	License No.	Issuance Date
1) Handy Wheels: 1975 (incorporated in 1978) - 1981, 2) California MediVan, Inc.: 1981-1990,		
3) MV Transportation, Inc.: 1990-present, 4) MV Contract Transportation, Inc.: formed in 2003,		
5) MV Public Transportation, Inc.: formed in 2003		

3. Type of Company (circle one):

Corporation

"S" Corporation

LLC

Sole Proprietorship

Other: _____

(Corporations will be required to provide a copy of their corporate resolution prior to executing a contract).

4. Company Ownership

a. Identify all owners of the company

Name	Title	% of ownership
Alex Lodde Family Trust	Co-Founder	46.5%
Feysan Lodde Family Trust	Co-Founder	21.8%
Kevin Klika	President/Chief Operating Officer	2.4%
Others	29.3% (all in this group own less than 1% individually)	

b. Is any owner identified above an owner in another company? ☐ Yes ☒ No

If yes, identify the name of the owner, other company names, and % ownership

N/A

c. Identify all individuals authorized to sign for the company, indicating the level of their authority (check applicable boxes and for other provide specific levels of authority)

Name	Title	Signatory Authority			
		All	Cost	No-Cost	Other
Brian Kibby, Chief Executive Officer		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Kevin Klika, President/Chief Operating Officer		X			
Robert Pagorek, Chief Financial Officer		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Beth Prunier, Chief Sales Officer					X
Gary Coles, Chief Sales Officer		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Lisa Winston Hicks,, Secretary					X
Amy Barry, Assistant Secretary					X
Explanation for Other:					
All Other have signatory authority for proposal submittal only.					

5. Employee Information

Please see EEO Report attached.

Total No. of Employees: _____ Number of Managerial/Admin. Employees: _____

MV operates 11,000+ vehicles

Number of buses owned: _____ Number of CDL drivers: not tracked-please see attached
number of operatives

6. Has any owner or employee of the company ever been convicted of a federal offense or moral turpitude: If yes, please explain:

No

7. Insurance Information (**Attach Firm's current Certificate of Liability Insurance**)

CO= BG03503
U= BG03503

EQUAL EMPLOYMENT OPPORTUNITY
2015 EMPLOYER INFORMATION REPORT
CONSOLIDATED REPORT - TYPE 2

SECTION B - COMPANY IDENTIFICATION

1. MVTRANSPORTATION INC
5910 N CENTRAL EXPRESSWAY 1145
DALLAS, TX 75206

2.a. MVTRANSPORTATION INC
5910 N CENTRAL EXPRESSWAY 1145
DALLAS, TX 75206

SECTION C - TEST FOR FILING REQUIREMENT

1-N 2-N 3-N DUNS NO.:104183132 EIN :942491705

SECTION E - ESTABLISHMENT INFORMATION

c. Y

NAICS: 485991 Special Needs
Transportation

SECTION D - EMPLOYMENT DATA

JOB CATEGORIES	HISPANIC OR LATINO		NOT-HISPANIC OR LATINO												OVERALL TOTALS	
	MALE	FEMALE	***** MALE *****	WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN	AMERICAN INDIAN OR ALASKAN NATIVE	TWO OR MORE RACES	WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN	AMERICAN INDIAN OR ALASKAN NATIVE		TWO OR MORE RACES
EXECUTIVE/SR OFFICIALS & MGRS	2	0	11	1	0	0	0	0	1	3	1	0	1	0	0	20
	154	82	330	241	8	25	4	25	146	177	3	6	1	8	1210	
	9	6	23	13	0	3	0	1	30	8	0	1	0	0	94	
	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
TECHNICIANS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	135	1194	95	165	4	26	0	8	311	801	13	48	3	40	2843	
	254	1	208	162	13	46	3	12	3	2	0	0	0	0	704	
CRAFT WORKERS	2104	1028	2179	3440	83	656	38	163	797	2923	53	70	26	129	13689	
	123	45	63	116	6	21	0	6	18	16	0	1	1	1	417	
	16	84	24	100	5	3	1	8	45	351	18	12	3	15	685	
	2797	2440	2933	4238	119	780	46	224	1353	4279	87	139	34	193	19662	
TOTAL	2757	2094	2938	3740	137	820	58	230	1284	3199	99	145	41	167	17709	
	PREVIOUS REPORT TOTAL															

SECTION F - REMARKS

DATES OF PAYROLL PERIOD: 08/15/2015 THRU 08/28/2015

SECTION G - CERTIFICATION

CERTIFYING OFFICIAL: EBONI CURRY
EEO-1 REPORT CONTACT PERSON: EBONI CURRY
EMAIL: EBONI.CURRY@MVTRANSIT.COM

TITLE: HRIS SPECIALIST
TITLE: HRIS SPECIALIST
TELEPHONE NO: 9723914636

CERTIFIED DATE[EST]: 02/10/2016 02:36 PM

ACE American Insurance Company
 Indemnity Insurance Company of North America
 ACE Fire Underwriters Insurance Company

a. Insurance Carrier name & address:

P.O. Box 1000, Philadelphia, PA 19106

b. Insurance Contact Name, telephone, & e-mail: Jeremy A. Spitzack, Assistant VP
McGriff, Seibbels & Williams, Inc.
(503) 943-6638
jspitzack@mcgriff.com

c. Insurance Experience Modification Rating (EMR): .75
 (if no EMR rating please explain why)

d. Number of Insurance Claims paid out in last 5 years & value: 4,955 / \$54,338,300

8. Bank References:

Bank	Address/City/State/Zip	Telephone
Wells Fargo Bank	420 Montgomery Street, San Francisco, CA 94104	(415) 396-0311
Bank of the West	2527 Camino Ramon, 3rd Flr, San Ramon, CA 94583	(925) 843-2469

9. Have any claims lawsuits been filed against your company in the past 5 years? If yes, identify all where your company has either settle or an adverse judgment has been issued against your company. Identify the year basis for the claim or judgment & settlement unless the value of the settlement is covered by a written confidentiality agreement. Please see attached.

10. To the best of your knowledge is your company or any officers of your company currently under investigation by any law enforcement agency or public entity? If yes, provide details:

No

11. Has your company been assessed liquidated damages or defaulted on a project in the past five (5) years? X Yes No (If yes, provide an attachment that provides an explanation of the project and an explanation. Please see attached.

12. Has your company been cited for any OSHA or Dept. of Labor violations in the past five (5) years? If yes, please provide an attachment including all details on each citation.
 Yes X No

Please see attached



WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: MV TRANSPORTATION INC

Risk ID: 911271141

Rating Effective Date: 02/01/2016

Production Date: 02/11/2016

State: INTERSTATE

(A) Wt	(B)	(C) Exp Excess Losses (D - E)	(D) Expected Losses	(E) Exp Prim Losses	(F) Act Exc Losses (H + I)	(G) Ballast	(H) Act Inc Losses	(I) Act Prim Losses
.74		12,468,143	18,758,344	6,290,201	6,923,348	1,908,044	12,208,589	5,285,241

	Primary Losses		Stabilizing Value		Ratable Excess		Totals			
	(I)		C * (1 - A) + G		(A) * (F)		(J)			
Actual	5,285,241		5,149,761		5,123,278		15,558,280			
	(E)		C * (1 - A) + G		(A) * (C)		(K)			
Expected	6,290,201		5,149,761		9,226,426		20,666,388			
	ARAP		FLARAP		SARAP		MAARAP		Exp Mod	
									(J) / (K)	
Factors	1.00		1.00				1.16		.75	

REVISED RATING

CONTINGENT RATING

RATING REFLECTS A DECREASE OF 70% MEDICAL ONLY PRIMARY AND EXCESS LOSS DOLLARS WHERE ERA IS APPLIED.

THE ARAP FACTOR SHOWN IS FOR THOSE STATES CONTAINED ON THIS RATING THAT HAVE APPROVED THE ARAP PROGRAM AND IS CALCULATED BASED ON THE STATE WITH THE HIGHEST APPROVED MAXIMUM ARAP SURCHARGE. THE MAXIMUM ARAP SURCHARGE MAY VARY BY STATE. PLEASE REFER TO EACH STATE'S APPROVED RULES FOR THE APPLICABLE MAXIMUM ARAP SURCHARGE.

THE TENNESSEE CODE ANNOTATED SECTION 50-6-501 REQUIRES EVERY PUBLIC OR PRIVATE EMPLOYER THAT IS SUBJECT TO THE WORKERS COMPENSATION STATUTE TO "ESTABLISH AND ADMINISTER A SAFETY COMMITTEE IN ACCORDANCE WITH RULES ADOPTED PURSUANT TO T.C.A. SECTION 50-6-502 IF THE EMPLOYER HAS AN EXPERIENCE MODIFICATION RATE EQUAL TO OR GREATER THAN 1.2."

REVISED RATING TO INCLUDE UPDATED DATA FOR: NV, POL. #: C46780851, EFF.: 02/01/2012

© Copyright 1993-2016, All rights reserved. This product is comprised of compilations and information which are the proprietary and exclusive property of the National Council on Compensation Insurance, Inc. (NCCI). No further use, dissemination, sale, transfer, assignment or disposition of this product, in whole or in part, may be made without the prior written consent of NCCI. This product is furnished "As is" "As available" "With all defects" and includes information available at the time of publication only. NCCI makes no representations or warranties of any kind relating to the product and hereby expressly disclaims any and all express, statutory, or implied warranties, including the implied warranty of merchantability, fitness for a particular purpose, accuracy, completeness, currentness, or correctness of any information or product furnished hereunder. All responsibility for the use of and for any and all results derived or obtained through the use of the product are the end user's and NCCI shall not have any liability thereto.

13. Have any complaints against your company been filed with Miami-Dade County or any other governmental entity? Yes X No If yes, provide an attachment identifying how many and explanation of the basis and resolution of the complaint. Identify all complains that have not been resolved. Please see attached.
14. Provide an attachment listing all of the equipment, with a value of \$3,000 or greater, owned by your company. Please see attached.
15. Provide an attachment listing of all equipment that your company does not own but plans to rent, lease, or borrow for the performance of the work. None.

[End of Form]

Proposer Profile Form - Attachment

9. Have any claims lawsuits been filed against your company in the past 5 years? If yes, identify all where your company has either settle or an adverse judgment has been issued against your company. Identify the year basis for the claim or judgment & settlement unless the value of the settlement is covered by a written confidentiality agreement.

As a national transportation management firm with numerous contracts and employees, MV is involved in claims and litigation in the normal course of business. MV has liability, workers' compensation and employment-related claims in the settlement or claims process. The company's legal and risk management teams work continuously to handle these matters, none of which are of a size or scope to impact this contract. The company maintains insurance coverage with deductibles or self-insured retentions and limits that the Company believes are appropriate.

There is presently no litigation against the company which is not subject to insurance coverage or which MV believes would threaten the financial stability of the company or its ability to perform any of its contractual obligations. The details of current and pending claims and litigation are confidential; if the Town requires more information on claims for the purpose of evaluating MV, please contact Mr. Bob Hargis, executive vice president of risk management at (712) 764-3720.

11. Has your company been assessed liquidated damages or defaulted on a project in the past five (5) years? Yes. (If yes, provide an attachment that provides an explanation of the project and an explanation.)

MV has not been assessed damages or penalties for failure to complete work; however, several of MV's 200+ operating contracts are subject to incentives and disincentives as part of its compensation structure. Providing the details of all incentive and disincentive payments over the past five years would be extremely voluminous and is considered proprietary information. If the Town requires additional detail regarding this subject, please contact, Ted Navitskas, Vice President and Associate General Counsel at (972) 391-4600.

13. Have any complaints against your company been filed with Miami-Dade County or any other government entity? Yes. If yes, provide an attachment identifying how many and explanation of the basis and resolution of the complaint. Identify all complains that have not been resolved.

As a national transportation management firm with numerous contracts and employees, MV is involved in claims and litigation in the normal course of business. MV has liability, workers' compensation and employment-related claims in the settlement or claims process. The company's legal and risk management teams work continuously to handle these matters, none of which are of a size or scope to impact this contract. The company maintains insurance coverage with deductibles or self-insured retentions and limits that the Company believes are appropriate.

There is presently no litigation against the company which is not subject to insurance coverage or which MV believes would threaten the financial stability of the company or its ability to perform any of its contractual obligations. The details of current and pending claims and litigation are confidential; if the

Town requires more information on claims for the purpose of evaluating MV, please contact Mr. Bob Hargis, executive vice president of risk management at (712) 764-3720.

14. Provide an attachment listing all of the equipment, with a value of \$3,000 or greater, owned by your company.

Please see footnote 3 of the Balance Sheet included in MV's confidential Audited financial statements, confidentially submitted a separately sealed envelope, for a breakdown of MV's assets by asset type.

MV's business model is unique, in that by division our asset profile may vary significantly based on the arrangement with the client. Meaning that, in some agreements, our client owns the assets and equipment, and in others we do. Providing a list of enterprise wide assets, in our view, would not be representative of any particular potential contract arrangement (as each is unique)."

PROPOSER'S REFERENCE VERIFICATION FORM***CIRCULATOR SERVICES***

Proposer has provided circulator services to a minimum of three (3) entities within the past (5) years. **PROPOSER MUST USE THIS FORM IN ORDER TO DEMONSTRATE COMPLIANCE WITH THIS REQUIREMENT.**

- 1) Name of Client Entity: City of Hialeah
 Address: 900 E. 56th Street
 City/State/Zip: Hialeah, FL 33013
 Contact: Mr. Jorge De La Nuez
 Title: Transit Manager
 Email Address: delanuez@hialeahfl.gov
 Telephone: (305) 681-5757
 Scope of Work: Management and operations of fixed route system.
 Contract Start/End Dates: 11/2010 to present
 Contract Amount: \$770,933 (annually)

- 2) Name of Client Entity: Martin County Board of County Commissioners
 Address: 2401 SE Monterey Road
 City/State/Zip: Stuart, FL 34996
 Contact: Ms. Claudette Mahan
 Title: Transit Manager
 Email Address: cmahan@martin.fl.us
 Telephone: (772) 419-4081
 Scope of Work: Management and operations of fixed route, deviated fixed route and ADA Comparable and General Public
 Contract Start/End Dates: 02/2012 to present
 Contract Amount: \$793,085 (annually)

- 3) Name of Client Entity: Town of Cary
 Address: 316 N. Academy Street
 City/State/Zip: Cary, NC 27513
 Contact: Mr. Ray Boylston
 Title: Transit Services Administrator
 Email Address: ray.boylston@townofcary.org
 Telephone: (919) 462-2080
 Scope of Work: Management and operations of multimode services.
 Contract Start/End Dates: 10/2010 to present
 Contract Amount: \$2,662,495

PROPOSER'S REFERENCE VERIFICATION FORM***ON-DEMAND SERVICES***

Proposer has provided on-demand services to a minimum of two (2) entities within the last five (5) years. **PROPOSER MUST USE THIS FORM IN ORDER TO DEMONSTRATE COMPLIANCE WITH THIS REQUIREMENT.**


- 1) Name of Client Entity: City of Gainesville Regional Transit System
 Address: 100 SE 10th Avenue
 City/State/Zip: Gainesville, FL 32601
 Contact: Ms. Mildred Crawford
 Title: RTS ADA Coordinator
 Email Address: crawfordma@cityofgainesville.org
 Telephone: (352) 334-2450
 Scope of Work: Management and operations of ADA complementary paratransit service
 Contract Start/End Dates: 10/2002 to present
 Contract Amount: \$1,771,393 (annually)

- 2) Name of Client Entity: Palm Beach County
 Address: 50 S. Military Trail, Suite 101
 City/State/Zip: West Palm Beach, FL 33415
 Contact: Mr. Charlie Boettiger
 Title: Interim Operations Manager
 Email Address: cboettig@pbcgov.org
 Telephone: (561) 649-0848
 Scope of Work: Management and operations of paratransit services
 Contractor Start/End Dates: 02/2005 to present
 Contract Amount: \$8,400,000

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA }
 } SS:
 COUNTY OF MIAMI-DADE }

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

By:  _____
 Amy Barry

Title: Assistant Secretary

Sworn and subscribed before this

Please see attached

_____ day of _____, 20____

 Notary Public, State of Florida

 (Printed Name)

My commission expires: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Solano

Subscribed and sworn to (or affirmed) before me on this 7th
day of September, 2016, by Amy Barry

proved to me on the basis of satisfactory evidence to be the
person(s) who appeared before me.



Signature

A large, stylized handwritten signature in black ink, written over a horizontal line.

NON-COLLUSIVE AFFIDAVIT

State of California }

} SS:

County of Solano }

Amy Barry

being first duly sworn, deposes and says that:

a) He/she is the Assistant Secretary, (Owner, Partner, Officer, Representative or Agent) of MV Transportation, Inc., the Bidder that has submitted the attached Proposal;

b) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

c) Such Proposal is genuine and is not collusive or a sham Proposal;

d) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from proposing in connection with such work; or have in any manner, directly or indirectly, sought by person to fix the price or prices in the attached Proposal or of any other Bidder, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed work;

e) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, **owners, employees or parties in interest, including this affiant.**

Signed, sealed and delivered in the presence of:

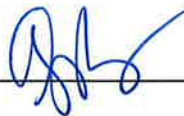


Witness



Witness

By:



Amy Barry

(Printed Name)

SVP/Assistant Secretary (Title)

NON-COLLUSIVE AFFIDAVIT (CONTINUED)**ACKNOWLEDGMENT**State of California)

) SS:

County of Solano)

BEFORE ME, the undersigned authority, personally appeared Amy Barry to me well known and known by me to be the person described herein and who executed the foregoing Affidavit and acknowledged to and before me that ____executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this ____ day of _____, ____.

Please see attached

My Commission Expires:

Notary Public State of Florida at Large

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Solano

On September 7, 2016 before me, S. Latimer, Notary Public
(insert name and title of the officer)

personally appeared Amy Barry
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

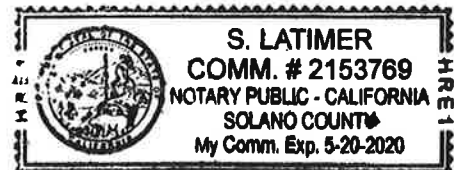
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



**SWORN STATEMENT ON PUBLIC ENTITY CRIMES
SECTION 287.133(3)(a), FLORIDA STATUTES**

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

1. This sworn statement is submitted to the Town of Miami Lakes
by Amy Barry, SVP/Assistant Secretary
[print individual's name and title]
for MV Transportation, Inc.
[print name of entity submitting sworn statement]
whose business address is
5910 N. Central Expressway, Suite 1145
Dallas, TX 75206
and (if applicable) its Federal Employer Identification Number (FEIN) is 94-2491705
(If the entity has no FEIN, include the Social Security Number of the individual
signing this sworn statement: Amy Barry)
2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)9g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or the United States, including, but not limited to, any bid or contract for goods and services to be provided to any public entity or an agency or political subdivision of any other state or of the United States involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, will be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months will be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an entity.

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

X Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, not any affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ This 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 determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **[attach a copy of the final order]**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO

UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.



Signature of Entity Submitting Sworn Statement

Sworn to and subscribed before me this _____ day of _____, 20____.

Personally known _____

OR produced identification _____ Notary Public – State of _____

_____ My commission expires _____

(type of identification)

Please see attached

(Printed, typed or stamped commissioned
name notary public)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Solano

Subscribed and sworn to (or affirmed) before me on this 7th
day of September, 2016, by Amy Barry

proved to me on the basis of satisfactory evidence to be the
person~~(s)~~ who appeared before me.



Signature

CONFLICT OF INTEREST AFFIDAVITState of California }

} SS:

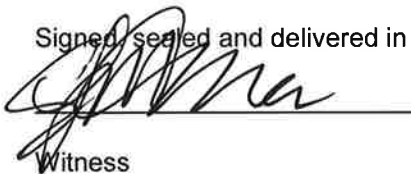
County of Solano }

Amy Barry being first duly sworn, deposes and says that he/she is the (Owner, Partner, Officer, Representative or Agent) of MV Transportation, Inc., the Bidder that has submitted the attached Bid/Proposal and certifies the following;

Bidder certifies by submitting its Bid that no elected official, committee member, or employee of the Town has a financial interest directly or indirectly in this transaction or any compensation to be paid under or through this transaction, and further, that no Town employee, nor any elected or appointed officer (including Town committee members) of the Town, nor any spouse, parent or child of such employee or elected or appointed officer of the Town, may be a partner, officer, director or proprietor of Bidder and further, that no such Town 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/Proposer. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Bidder. Any contract award containing an exception to these above described restrictions must be expressly approved by the Town Council. Further, Bidder recognizes that with respect to this solicitation, if any Bidder violates or is a party to a violation of the ethics ordinances or rules of the Town, the provisions of Miami-Dade County Code Section 2-11.1, as applicable to Town, or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Bidder/Proposer 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 Town. The terms "Bidder" as used herein, include any person or entity making a bid herein to Town or providing goods or services to Town.

Bidder further certifies that the price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered in the presence of:



Witness

By: Amy Barry

(Printed Name)

SVP/Assistant Secretary

(Title)

BEFORE ME, the undersigned authority, personally appeared _____ to me well known and known by me to be the person described herein and who executed the foregoing Affidavit and acknowledged to and before me that _____ executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this ____ day of _____, 20__.

My Commission Expires:

Please see attached

Notary Public State of Florida at Large

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Solano

On September 7, 2016 before me, S. Latimer, Notary Public
(insert name and title of the officer)

personally appeared Amy Barry
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



DRUG-FREE WORKPLACE CERTIFICATION

Preference shall be given to businesses with drug-free workplace programs. Pursuant to Section 287.087, Florida Statutes, whenever two or more competitive solicitations that are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a response received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie responses will be followed if none of the tied providers has a drug free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in Subsection (1).
4. In the statement specified in Subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, 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 894, 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.
5. Impose a sanction on any employee who is so convicted or require the satisfactory participation in a drug abuse assistance or rehabilitation program as such is available in the employee's community.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of applicable laws, rules and regulations.

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

MV Transportation, Inc.
BUSINESS NAME

Amy Barry, SVP/Assistant Secretary

FIRM'S SIGNATURE

PROPOSER'S AFFIDAVIT

By executing this affidavit, Proposer certifies acknowledgement of the following:

Ensure that any personal, business, or other activity does not conflict with the lawful interests of the Town. The Town's elected representatives and employees serve the public trust and are required to fulfill their responsibilities with care and loyalty and for the sole purpose of advancing the Town's best interests. The integrity of the Town must be protected at all times, and the fiduciary relationships of the employees of the Town must be honorable in both actuality and appearance.

A conflict of interest exists when a representative's direct or indirect personal interests are inconsistent with or interfere with the best interests of the Town. Proposer must ensure there is no appearance or perception of unethical behavior by the vendor's employees in its dealings with the Town.

To avoid such conflicts, Proposer shall disclose to the Town: **None**

- a) Any direct or indirect personal interests in a vendor held by any employee or elected representative of the Town.

N/A

Last name	First name	Relationship

- b) Any family relationships with any employee or elected representative of the Town.

Last name	First name	Relationship

Amy Barry, Assistant Secretary

Authorized Signature

September 7, 2016

Date

6. Required Documents

Tab 6: Required Documents

a) State of Florida and Miami Dade County Licenses

MV has provided a copy of its business license at the end of this section.

b) State of Florida Corporation Certificate

The company has attached a copy of its Good Standing Certificate in the State of Florida at the end of this section.

c) Copy of Business Tax Receipt

A copy of MV's business tax receipt is provided at the end of this section.

d) Current Certificate of Liability Insurance

MV's current certificate of liability insurance for the Miami Lakes Moover operation is provided at the end of this section.

e) Audited Financial Statements

MV is a privately held firm, and as such its financial statements are confidential and proprietary trade secret information.

Accordingly, MV's confidential audited financial statements for 2014-2015 are enclosed separately in a sealed envelope along with the original proposal. The Company's financial position is solid, and has strengthened over the last two years as evidenced by the increase in working capital and working capital current ratios. The Company has the financial resources and wherewithal to meet its financial obligations. For more information regarding the financial viability of MV, please contact Mr. Robert Pagorek, chief financial officer, at (972) 391-4641.

Statement of Financial Condition

The company's present financial condition is materially the same as that shown on the audited financial statements for years 2014 and 2015. Please find a letter stating the company's financial condition, signed by a duly authorized representative at the end of this section.



FLORIDA BUSINESS LICENSE



City of Hialeah
Business Tax Receipt

Mayor Carlos Hernandez

187
SW
OCT 30 2015
2015-16

No: 485119-1

Amount: \$ 600.00

The person, firm or corp. listed here has paid the business tax required to engage in or operate the business specified subject to the regulations and restrictions of the City of Hialeah, Florida

Owner:

Type of Business: OTHER URBAN TRANSIT SYSTEMS

MV CONTRACT TRANSPORTATION, INC.
ATTN: TAX DEPARTMENT (189)
5910 N. CENTRAL EXPY #1145
DALLAS, TX 75206

Business Location:

900 E 56 ST

Expires September 30, 2016

Validating No.: 20198

THIS IS NOT A BILL

STATE OF FLORIDA GOOD STANDING
CERTIFICATE

State of Florida

Department of State

I certify from the records of this office that MV CONTRACT TRANSPORTATION, INC. is a Delaware corporation authorized to transact business in the State of Florida, qualified on January 2, 2004.

The document number of this corporation is F04000000020.

I further certify that said corporation has paid all fees due this office through December 31, 2016, that its most recent annual report/uniform business report was filed on January 15, 2016, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Seventh day of September,
2016*



Ken Detjen
Secretary of State

Tracking Number: CU8657644681

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

BUSINESS TAX RECEIPT

Local Business Tax Receipt

Miami-Dade County, State of Florida

-THIS IS NOT A BILL - DO NOT PAY

LBT

7199022

BUSINESS NAME/LOCATIONMV CONTRACT TRANSPORTATION INC
900 E 56 ST BLDG 6
HIALEAH FL 33013**RECEIPT NO.****RENEWAL**
7481504**EXPIRES****SEPTEMBER 30, 2016**Must be displayed at place of business
Pursuant to County Code
Chapter 8A - Art. 9 & 10**OWNER**MV CONTRACT TRANSPORTATION INC
C/O KEVIN KLIKA PRES
Employee(s) 29**SEC. TYPE OF BUSINESS**213 PASSENGER TRANSPORTATION SERV
FHL# 30330.PM**PAYMENT RECEIVED
BY TAX COLLECTOR**\$130.50 03/17/2016
ECHECK-16-136368

This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.

The RECEIPT NO. above must be displayed on all commercial vehicles - Miami-Dade Code Sec 8a-276.

For more information, visit www.miamidade.gov/taxcollector

INSURANCE CERTIFICATION



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/16/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
McGriff, Seibels & Williams of Oregon
1800 SW First Avenue, Suite 400
Portland, OR 97201

CONTACT

NAME:

PHONE
(A/C, No, Ext): 503-943-6621FAX
(A/C, No): 503-943-6622E-MAIL
ADDRESS:**INSURER(S) AFFORDING COVERAGE**

NAIC #

INSURER A :ACE American Insurance Company

22667

INSURER B :Indemnity Insurance Company of North America

43575

INSURER C :ACE Fire Underwriters Insurance Company

20702

INSURER D :

INSURER E :

INSURER F :

INSURED
MV Transportation, Inc. and subsidiaries
2024 College Street
Elk Horn, IA 51531

COVERAGES

CERTIFICATE NUMBER:ARSBCVNB

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			HDO G27404844	02/01/2016	02/01/2017	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Excess of SIR			XSA H09040420	02/01/2016	02/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A B C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	WLR C48601054 (AOS) WLR C48601066 (AZ, MA) WCU C4860108A (CA, OH, WA) SCF C48601078 (WI)	02/01/2016	02/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 \$ \$ \$ \$ \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Town of Miami Lakes
6601 Main Street
Miami Lakes, FL 33014

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

LETTER AFFIRMING FINANCIAL CONDITION



Ms. Nicole McGraph
Director of Transportation, Zoning and Planning
Office of the Town Clerk
Town of Miami Lakes Government Center
6601 Main Street
Miami Lakes, FL 33014

Tuesday, September 6, 2016

Dear Ms. McGraph,

I assert that there has not been any material financial change since our last audited financial report as of December 31st, 2015.

I can also confirm that MV Transportation's financial condition has not materially changed. While materiality may be construed subjectively, our balance sheet has remained fairly consistent, with no major changes to our assets, liabilities, or debt structure.

Furthermore, our revenue and net income are stable, and our cash flows continue to service our obligations.

Sincerely,

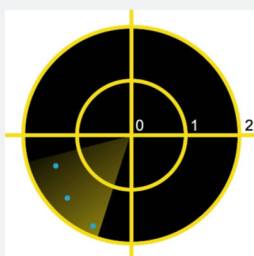
Erin Niewinski
VP Corporate Controller

Appendix

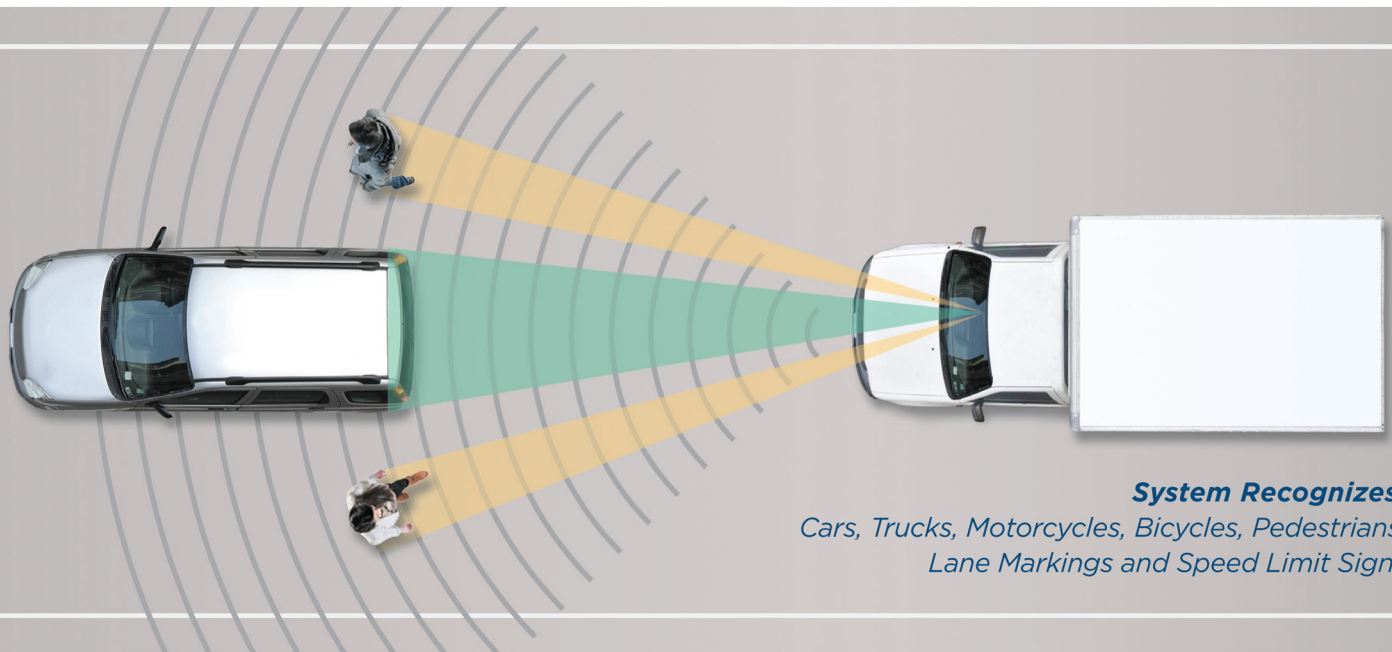
MOBILEYE BROCHURE

Collision Avoidance System

Protecting Your Fleet and Your Bottom Line



**COLLISION
AVOIDANCE SYSTEMS** 



Reduce Accidents, Save Money and Keep Your Drivers Safe



Easily installs in any vehicle

The Mobileye® Collision Avoidance System is the latest technological advancement for preventing vehicle crashes — and the only system in the industry to incorporate truly comprehensive real-time warnings and alerts. Utilizing an intelligent vision sensor that works like a bionic eye, the system identifies a diverse and extensive variety of potential threats on the road, such as vehicles, cyclists, pedestrians and more. The distance and relative speeds of these objects are continuously measured to calculate the risk of your driver colliding with them. Even lane markings and traffic signs are detected. When danger is imminent, visual and audible alerts warn the driver to make necessary corrections in sufficient time to avoid potential collisions or mitigate their severity.

Fleet managers have installed our trusted collision avoidance system in some of the world's best-run fleets including cars, trucks, service vehicles and taxis, in both rural and urban environments. Many global organizations have experienced significant reductions in incidents, collisions and associated costs. Your fleet can accomplish the same.

Telematics Integration: *The system generates data that can be exported to 3rd party telematics and fleet management systems, enabling enhanced visibility of your fleet as well as greater insight into driver behavior. All alerts are available via the Mobileye CAN channel for telematics and 3rd party integrators.*



Connectivity with Telematics

Gives fleet managers critical insight into driving behavior.



Accident Reduction

A pilot involving 2,000 trucks driving 47 million miles resulted in zero accidents vs. the average of 11-13 accidents.



Cost Reduction

C.R. England has achieved a 37% reduction in crash costs per mile traveled.

Minimize Risk, Increase Safety and Improve Your Bottom Line

Fleet operations of all sizes experience tangible and measurable advantages as a result of deploying this advanced technology, including:

- Immediate reduction in collisions and close calls
- Improvements in driver behavior that continue long term
- Reduced insurance premiums and fines for non-compliance
- Lower fuel and maintenance costs
- Improved CSA scores

...and the system typically pays for itself in only 12 months or less — with no driver training necessary.*

Collision Avoidance Technology Addresses the Main Causes of Accidents

According to the National Highway Transportation and Safety Administration (NHTSA), Department of Transportation (DOT) and the Virginia Tech Transportation Institute:

- 93% of all accidents are due to human error, with driver inattention being the primary cause
- Nearly 74% of all accidents involve driver distraction three seconds prior to an incident
- 40% of rear-end collisions have no brake application whatsoever
- 60% of road accident fatalities are due to unintentional lane departure

Governing and Regulating Agencies Agree



- **The Federal Motor Carrier Safety Administration (FMCSA)**
Advocates the voluntary adoption of collision avoidance systems to improve fleet safety
- **The National Transportation and Safety Board (NTSB)**
Includes collision avoidance systems on Most Wanted/Top Ten Advocacy List
- **The National Highway Traffic Safety Administration (NHTSA)**
Tracks collision avoidance systems as part of their 5-star safety ratings program

*According to FMCSA studies

TECHNOLOGY FOR A SAFER WORLD

Mobileye® is the technological leader in the area of advanced image sensing and processing technology for automotive applications. With over a decade invested in extensive R&D, Mobileye has gained an unprecedented understanding of the diverse challenges that face drivers on the road and how to keep them safe. This unequalled expertise has made Mobileye the recognized global pioneer in collision avoidance systems. As evidence, Mobileye is the OEM (Original Equipment Manufacturer) supplier of such systems to many of the world's leading automobile manufacturers.

SOME OF THE BRANDS USING MOBILEYE SYSTEMS



System Warnings and Features



Forward Collision Warning

Alerts the driver to an imminent rear-end collision with a car, truck or motorcycle moving at any speed



Headway Monitoring/Following Time

Alerts the driver when following time becomes critically short



Lane Departure Warning

Alerts the driver if vehicle leaves the lane without use of the turn signals



Pedestrian and Bicycle Collision Warning

Alerts the driver of an imminent collision with a pedestrian or bicyclist



Intelligent High-Beam Control

Automatically turns the high-beams on/off depending upon the level of light and relative distance from other traffic



Speed Limit Indicator

Notifies the driver if the vehicle exceeds the posted speed limit

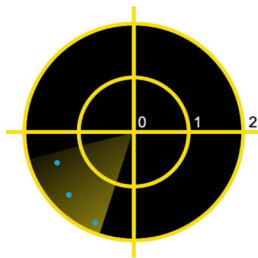


Bluetooth® connectivity standard

Optional Enhancement Features

The following optional features can be incorporated to further reduce accidents:

- Automatically muting the car radio
- Instantly deactivating factory cruise control
- Adding any function for a 3rd party device that has a discrete input
- Integrating with older vehicles
- Incorporating haptic warnings that provide tactile alerts; for example, a driver's seat or steering wheel can be outfitted with a vibrator that can be set to various strengths, frequencies and patterns



**COLLISION
AVOIDANCE SYSTEMS**))))

877-590-8968

www.collisionavoidancesystems.net

SATISFIED CLIENT LETTERS



602 Main Street, Suite 1100
Cincinnati, Ohio 45202-2549

August 25, 2016

Russell Tieskoetter
Regional Vice President
MV Transportation
5910 N. Central Expressway
Dallas, TX 75206

It gives me great pleasure to write this letter of recommendation in recognition of MV Transportation. SORTA is pleased with the partnership we have with MV Transportation in meeting the transit needs in our community.

We continue to be appreciative of the services provided by the MV District Manager, Mike Roth. Mike is committed to great customer service and improving route efficiency, while increasing OTP and productivity. Mike continues to be very responsive to our requests and is flexible in meeting the ever-changing needs of our customers and organization.

Mike Roth and the local team are well-trained and professional. The team cares about client satisfaction and courtesy and dedication. Our success is undoubtedly the result of safe and reliable transportation services that MV provides to the customers of Cincinnati.

Under the leadership of Mike, the local team (Scott Brewer- Operations Manager; Zachary Huffman-Safety Manager and Tom Hodge-Maintenance manager) the team works well together to reduce safety incidents, miles between road calls and to increase on time performance and productivity. In 2015, Access' OTP exceeded 94% and productivity was 2.385 with only 19 confirmed complaints. Other key performance indicators were met or exceeded.

With corporate support from Rick Crawford (safety) and Jason Curry (maintenance) audits ranked above 95% in both areas.

Over the past 3 years we have managed a significant increase in ridership due to local agencies discontinuing transportation provision for their consumers. As our ridership increased, we had a shortage of buses and were concerned that service might be negatively impacted. In the true sense of partnership, the local MV team and SORTA came together to ensure that enough vehicles were available for daily pull out. The MV team was steadfast to guarantee that customer services were not impacted. This is truly the spirit and dedication of the local team, MV Corporate and SORTA.

Finally I would like to thank you, Russ and the corporate staff for your on-going support and commitment to SORTA. I am confident that our partnership will continue to prosper well in to the future.

Sincerely,

Lisa Aulick
Director, ADA &
Accessible Services

Access is a shared-ride
public transportation service,
providing origin-to-destination
transportation in small buses
for people whose disabilities
prevent them from riding
Metro buses.





Darryl Haley
Executive Vice President
602 Main St., Suite 1100
Cincinnati, OH 45202-2549
(513) 632-7690
(513) 621-7573 (fax)
dhaley@go-metro.com

March 22, 2016

To Whom It May Concern:

SORTA has contracted with MV Transportation to provide transportation services since 2002.

MV Transportation continues to be very responsive to our requests and is flexible in meeting the ever-changing needs of our customers and organization. In 2015, Access's on-time performance exceeded 94% and efficiency was more than 2.3 passengers per revenue hour. Other key performance indicators were either met or exceeded.

Over the past two years we have managed a significant increase in ridership as a result of several area providers discontinuing or reducing transportation funding for their consumers. The local MV team and SORTA came together to ensure that there would be no impact on the quality of service provided. The MV team was steadfast in guaranteeing that customer service was not impacted.

SORTA is pleased with the partnership between SORTA and MV Transportation.

Sincerely,

Darryl Haley
Executive Vice President



Public Works
Alternative Transportation
401 Vernon Street
Roseville, California 95678-2649

June 29, 2016

Kevin A. Klika, Chief Operating Officer
MV Transportation, Inc.
5910 N. Central Expressway, Suite 1145
Dallas, TX 75206

Dear Kevin,

As we begin our 15th year of working together, I wanted to take a moment to express my sincere appreciation to you, your staff, and the entire MV organization for the outstanding service we receive on a daily basis.

I am extremely impressed with the professionalism of the local MV Management team here in Roseville. Rich Frost (GM), Cynthia Lopez (OM), and Rosemary Lane (AM) and their staff continue to meet or exceed our expectations regarding all aspects of the operation. We feel very fortunate to have such an experienced and devoted group of Managers at the Roseville site.

As you know, MV Transportation oversees both the Transit side of our operation, as well as the Placer County Call Center. The local team is quick to respond to various challenges, in addition to taking the proper steps necessary to mitigate possible future concerns. During our recent Triennial Review by the FTA, your crew did a wonderful job at providing information related to MV's EEO plan, drug and alcohol program, operator training materials, as well as a variety of other vital documents. They are also proactive to keep my staff apprised of any day-to-day issues, while working with other local transit agencies to assist with increasing productivity and efficiencies within the region.

Whenever I visit the division, I can tell that the morale is high and that the front line employees are motivated to get the job done in the most professional manner possible. I also appreciate the team's commitment to our community; from their participation in our semi-annual parades, to Stuff-a-Bus programs, to serving at local food banks by packing grocery boxes. This is a strong indication that MV Transportation is committed to our success as a municipality and thriving community.

The City of Roseville and Alternative Transportation Office truly enjoy our partnership with MV Transportation and we appreciate all the hard work your local team puts forth toward making our transit system the best in the West.

Sincerely,

A handwritten signature in black ink, appearing to read "Mike Wixon", is written over the word "Sincerely,".

Mike Wixon
Alternative Transportation Manager
Public Works – Alternative Transportation
City of Roseville



May 17, 2016

Mr. Clarence M. Stewman, Regional Vice President
MV Transportation Inc.
3283 Lopes Court
Hayward, CA 94541

Subject: Letter of Commendation

Dear Mr. Stewman,

The City of Visalia Transit Division would like to acknowledge the successful accomplishments achieved through the partnership with MV during the last year. As we have discussed, the various Visalia Transit services provided by MV for Visalia are somewhat unique, demanding at times, and certainly challenging when compared to services provided by similar sized cities. We have appreciated the work performed by your staff to address our needs, specifically this last year.

Mr. Dave Nave, MV General Manager, has addressed many issues in a relatively short time. He has demonstrated commitment, dedication, and vision in working closely with Visalia staff. Some of the recent accomplishments include, but are not limited to:

- Revamping the cash handling process in conjunction with City security requirements.
- Working with equipment suppliers to improve delivery of needed parts on behalf of the City.
- Making necessary staffing changes and adjustments to proactively address specific issues.
- Assisting the City in implementing a new bus service/route, the V-LINE, that travels outside Tulare County.
- Planning and preparing the operation of the tenth season of the Sequoia Shuttle seasonal service, requiring over 30 additional staff.
- Maintaining and improving consistent service & staffing levels for all six individual services operated by Visalia.

Mr. Terry Wade, MV Maintenance Manager, has also performed many noteworthy accomplishments this last year. He too has shown a dedication and commitment to meeting the City's needs under somewhat challenging circumstances. Due to some issues beyond their control, MV had a significant number of diesel and CNG engine failures within the last year. Mr. Wade appeared to work miracles to

get vendors to perform more timely and restore several vehicles back to service faster than had been possible before. The fixed route vehicles have been showing better performance fleet wide. The number of comments and complaints regarding vehicle cleanliness and breakdowns has also declined. In addition, Mr. Wade has been very involved in several vehicle acquisitions this past year, which has provided tremendous support to City staff in these efforts.

The team that you have assigned to Visalia at the moment is by far the most efficient and productive team I have had the pleasure to work with in the 20 years I have been in this position. They are responsive and do whatever it takes to get the job done. They do not hesitate to do whatever new and sometimes challenging request we have for them.

The support you provide to the local team is evident, and I encourage you to continue to do what you can to keep it progressing in this manner. Thank you again for all you do on behalf of the City of Visalia. If you have any questions regarding this commendation, please give me a call at (559) 713-4591.

Sincerely,



Monty Cox
Transit Manager



Public Works Department

cityofirvine.org

City of Irvine, One Civic Center Plaza, P.O. Box 19575, Irvine, California 92623-9575

(949) 724-6000

Stephen Allen
MV Transportation, Inc.
Division 137
16721 Hale Avenue
Irvine, CA 92606

Dear Steve:

We want to thank you and your team for the outstanding service you have provided operating the City of Irvine iShuttle system for the past 8 years. Throughout this time, the iShuttle has provided service to a growing number of riders, offering commuters a safe and convenient way to get to work, school, or shopping using public transit.

In addition to the excellent daily service, your team has gone beyond expectations by providing rides to lost passengers, hand delivering misplaced items, ever working to offer improvements, and providing support at City events. Your team's dedication to customer service is truly exceptional.

As the operation of the service transitions to Orange County Transportation Authority, the City is handing over a very successful program. This is a testament to the distinguished work of your drivers, maintenance crew, administrators and management. We are thankful for your hard work and partnership.

I wish you and the Division 137 team the best in the future and would happily recommend your service to any who might inquire.

Sincerely,

Mike Davis
Transit Program Administrator
City of Irvine
Tel: 949.724.6288
E-mail: mdavis@cityofirvine.org



Regional Transit System
PO Box 490, Station 5
Gainesville, FL 32602-0490
(352) 393-7852
(352) 334-2607 (fax)
www.go-rt.com

Mr. Edward Griffin
General Manager
MV Transportation
3713 SW 42nd Ave., Suite 3
Gainesville, FL 32608

March 17, 2016

RE: Letter of Recommendation

Dear Mr. Griffin:

I'd like to take this opportunity to commend MV transportation for all they do for the Gainesville community. In 2003, MV Transportation was awarded the contract to be the Alachua County Community Transportation Coordinator (CTC) and to provide paratransit service in the City of Gainesville. MV inherited a very dysfunctional system and Gainesville was in crisis mode. MV Transportation was equal to the task and came in with the people, vehicles and the resources needed to work through the problems and put Gainesville back on the right track. For the last 11 years MV Contract Transportation has been a stalwart partner to RTS and to the other Alachua clients. They have worked tirelessly to improve the service and today provide premier transportation services to the citizens of Gainesville and Alachua County.

As a corporation MV focuses on safety. Early in their tenure in Gainesville MV transportation purchased DriveCam cameras, which allows a dedicated team to collect data on every trip provided to ensure customer safety and improve driver performance. Recently MV almost attained 100 days without a safety accident or incident. While not making the 100 days was heartbreaking, going 98 days without an accident or incident is phenomenal. MV transportation has every right to be proud of being able to attain that many days without an incident or accident. This achievement was possible because the culture of safety is ingrained into MV Transportation's corporate DNA.

MV transportation uses Trapeze, which is the leading scheduling software employed by transit organizations nationwide. In 2008, MV partnered with RTS to purchase and install Mobile Data Terminals (MDTs) to improve On Time Performance (OTP) and provide clients with real time "where's my ride" updates. MV continually looks for ways to improve the provision of service by employing the latest technological advances in transportation. Recently MV Transportation incorporated TimePoint dispatching software into their operations model, which allows dispatchers and schedulers to efficiently manage the schedule and increases dispatcher efficiency in controlling revenue vehicles. Now MV Transportation is moving to the next generation of MDTs and has procured Samsung tablets employing DriverMate, which is the state of the art when tracking vehicles and providing real time data in the provision of service. The Samsung Tablets are comparable and in some ways better than the first generation MDTs because they are more economical.

As a caring corporate team player, MV Contract Transportation has sponsored events for the National Federation of the Blind and participates yearly in the National White Cane Walk and ADA birthday event held by Alachua County for the Gainesville Community. Their service to this community is vital and they are a trusted caring partner to our most vulnerable population.

OUR VISION: The City of Gainesville will set the standard of excellence for a top ten mid-sized American city; recognized nationally as an innovative provider of high-quality, cost-effective services.

Sincerely,

A handwritten signature in blue ink, appearing to be 'Mildred Crawford', with a stylized flourish at the end.

Mildred Crawford, P.A.
ADA Transit Coordinator



Palm Tran

Administrative Offices

3201 Electronics Way
West Palm Beach, FL 33407-4618

(561) 841-4200

FAX: (561) 841-4291

Palm Tran Connection

50 South Military Trail
Suite 101
West Palm Beach, FL 33415-3132

(561) 649-9838

FAX: (561) 514-8365

www.palmtran.org



**Palm Beach County
Board of County
Commissioners**

Mary Lou Berger, Mayor

Hal R. Valeche, Vice Mayor

Paulette Burdick

Shelley Vana

Steven L. Abrams

Melissa McKinlay

Priscilla A. Taylor

County Administrator

Verdenia C. Baker

*"An Equal Opportunity
Affirmative Action Employer"*

Official Electronic Letterhead

February 25, 2016

Jeanie Chrisman
MV Transportation
3301 Electronics Way #D
West Palm Beach, FL 33407

Ms. Chrisman:

After the first year of service, I want to acknowledge GM, Jeanie Chrisman, AGM - Felix Collazo and MV's efforts to provide excellent service. Additionally your management team has been extremely responsive to any issues or requests whenever needed.

The first yearly audit was recently completed and MV's files and departments were all in order. It is a pleasure when records are kept orderly and correctly. MV also works very well with their fellow vendors and Palm Tran Connection is appreciative of the team work with our staff. This helps promote a safe, positive experience for all of our passengers.

MV's safety programs and employee appreciation programs and lunches help them to provide the excellent service they have and will provide in coming years.

I would also like to acknowledge Regional Vice President, Ed Overn, who responds thoroughly and quickly to any requested for information from Palm Tran Staff. During the startup, Ed even preformed parking lot duty, which we all respected.

During the past year of service, MV has been able to get every route out and also provides extra routes as needed. Though any start up is a challenge, MV was ready, and made every effort to make sure passengers were happy with service. For many months now, the commendations have outnumbered the complaints, sometimes almost triple.

I commend MV for being the first Palm Beach vendor to get the propane tanks installed. I know this was a difficult task, but you stuck with it, working with Amerigas and pushing them to finish the installation which will save the County considerable money with the lower price per gallon.

Thank you.

Sincerely,

Ron Jones
Director, Palm Tran Connection



CARSON CITY NEVADA
Consolidated Municipality and State Capital
PUBLIC WORKS

February 11, 2016

Mark Elias, Vice President, Operations – Northwest
MV Transportation, Inc.
5910 N. Central Expressway, Suite 1145
Dallas, TX 75206

RE: Division 51 Performance – 2015

Dear Mr. Elias,

I am writing to express appreciation for the performance and partnership we have with MV Transportation. As the contract operator for the Jump Around Carson (JAC) Transit System, MV Transportation's Division 51 staff in Carson City, and, in particular, Ms. Lisa Leuschner, General Manager, continue to meet and exceed the needs of the system.

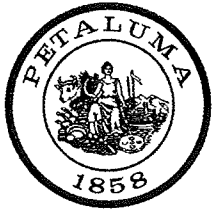
Since 2010, MV Transportation has been an excellent company to work with, and has helped JAC grow ridership and expand service while successfully overcoming several challenges. During 2015 in particular, MV Transportation staff was once again professionally provided additional accident and incident free transportation services during the Nevada Fair, assisted in emergency relief situations, and successfully managed our transition to a new scheduling and dispatching software provider. These are some of the key tasks accomplished by staff while continually providing dependable regular and ongoing transit service and despite numerous obstacles resulting from vehicle maintenance issues. With the continued hard work and dedication of MV Transportation, JAC was able to achieve a record total of over 216,000 passenger trips during 2015.

We look forward to continued work with you and the rest of MV Transportation staff during the coming year in providing safe, quality service to the citizens of Carson City, and to the possibility of entering into a new contract term.

Sincerely,

Patrick A. Pittenger, AICP, PTP
Transportation Manager

3505 Butti Way, Carson City, NV 89701 (775) 887-2355 FAX (775) 887-2112
Operations: Water, Sewer, Streets, Wastewater, Landfill, Environmental
Engineering, Transportation, Capital Projects



CITY OF PETALUMA

POST OFFICE BOX 61
PETALUMA, CA 94953-0061

David Glass
Mayor

Chris Albertson
Teresa Barrett
Mike Healy
Gabe Kearney
Dave King
Kathy Miller
Councilmembers

February 9, 2016

MV Transportation Inc.
Attn: Laura Hansen & John Siragusa
5910 N. Central Expressway, Suite 1145
Dallas, TX 75206

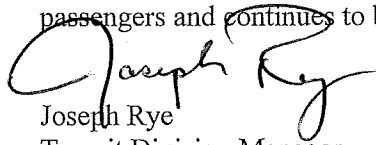
Dear: Laura & John

This letter of appreciation is for MV Transportation's Division 24, Petaluma, California. For 16 years now, MV Transportation has operated Petaluma Transit fixed route service, and for five years has operated both fixed route and paratransit for the City of Petaluma. In 2012, the local MV Team assumed control of paratransit operations, including several new employees, from a longtime local non-profit. Once again, MV Transportation and the City of Petaluma worked through a challenging event, this absorption of longtime employees of another provider, under trying circumstances (specifically during implementation of automated scheduling and dispatch hardware and software). In 2014, Ms. Elizabeth Stayner replaced Ms. Dawne Ivory as the new General Manager of Division 24, and her transit experience and interpersonal communications skills immediately elevated the morale of the MV team here in Petaluma.

MV continues to perform in Petaluma and shows great flexibility and creativity as Petaluma Transit enjoys unprecedented ridership growth since 2009 (over 100% increase). Liz is a very valuable resource as we collaboratively develop and price various service change options under consideration in the ongoing SRTP. Liz is able to respond quickly to the dynamic market-driven changes that have led to the dramatic growth of transit ridership in Petaluma in recent years. MV's General Manager and her team have performed admirably with a burgeoning transit market and challenging local traffic.

I would like to commend MV Transportation for having a special managerial team assigned to Division 24, Petaluma Transit. MV Transportation is represented in the highest manner by Elizabeth Stayner and her team here in Petaluma.

In summary MV continues to provide quality service for the City of Petaluma and our passengers and continues to be an excellent partner with the City of Petaluma.


Joseph Rye
Transit Division Manager
City of Petaluma

Cc: Kevin Klika

Public Works & Utilities

City Engineers
11 English Street
Petaluma, CA 94952
Phone (707) 778-4303
Fax (707) 776-3602
E-Mail:
publicworks@
ci.petaluma.ca.us

Parks & Building
Maintenance
840 Hopper St. Ext.
Petaluma, CA 94952
Phone (707) 778-4303
Fax (707) 778-4437

Transportation Services
555 N. McDowell Blvd.
Petaluma, CA 94954
Phone (707) 778-4421
Fax (707) 776-3799

Utilities & Field Operations
202 N. McDowell Blvd.
Petaluma, CA 94954
Phone (707) 778-4546
Fax (707) 778-4508

E-Mail: publicworks@
ci.petaluma.ca.us

PUTNAM COUNTY EXECUTIVE

40 Gleneida Avenue

Carmel, New York 10512

(845) 808-1001 Fax (845) 808-1901

www.putnamcountyny.gov

MaryEllen Odell
County Executive

Bruce J. Walker
Deputy County Executive

Patricia Simone
Chief of Staff

Nicholas DePerno Jr.
Director of Constituent Services



January 8, 2016

Mrs. Sheralee Malverty
MV Transit
841 Fair Street
Carmel, New York 10512

Dear Sheralee,

No matter how much preparation one does, the first few days taking on any new task can be taxing. I understand that it was your careful planning and skillful management that made the transition of MV Transit taking over the Croton Falls Shuttle a success. I cannot thank you enough.

I also appreciate the professionalism shown by the drivers on the route. They are the face of the company to the customers and their patience and friendliness also helped smooth the transition.

The Croton Falls Shuttle is a vital service provided to the commuters living in Mahopac and I am glad to see it is now in your hands.

Before you know it these days will be merely a faded memory, but how you shined will not be forgotten.

Sincerely,

MaryEllen Odell
Putnam County Executive

cc: Sandra Fusco
Vincent Tamagna



Anchorage School District

Transportation Services

3580 East Tudor Road • Anchorage, AK 9907 • 907-742-1200 • <http://www.asdk12.org/transportation/>

January 25, 2016

Mr. Mark Elias
5910 N. Central Expy
Suite 1145
Dallas, Texas 75206

Dear Mark,

The Anchorage School District would like to commend the Reliant Transportation team lead by Jim Luczycki, General Manager, for an excellent first semester of service. As the new Transportation Director I have found the team to be very responsive to the needs of the district and they have also aided in my transition into the district.

My understanding is that when faced with driver shortage issues last year, the staff put together and implemented an action plan to solve the problem and the results helped to have a successful startup. Also, ongoing forthright and positive communication continues to make the team successful. Although we have had a few service issues Jim and his team have quickly addressed the issues and learned from any mistakes made.

I also appreciate your and the companies support of the continuous driver training program. Having a full complement of drivers has certainly led to improved service.

Jim has often worked long hours and personally made himself available at all hours of the day or evening, including weekends as needed. He is truly committed to the success of the district.

We look forward to our next ten year contract continuing to improve on our successful partnership.

Respectfully,

Chuck Moore
Director of Transportation Services

Educating All Students for Success in Life

Anchorage School Board Kameron Perez-Verdia, President

Kathleen Plunkett, Vice President

Tam Agosti-Gisler, Clerk

Bettye Davis, Treasurer

Eric Croft

Pat Higgins

Elisa Snelling

Superintendent Ed Graff



City of Show Low

"Named by the turn of a card"

January 15, 2016

180 North 9th Street
Show Low, AZ 85901
Telephone (928) 532-4000
Facsimile (928) 532-4009
www.showlowaz.gov

Fadi Chakbezo
M.V. Transportation

Dear Mr. Chakbazo:

On behalf of the City of Show Low, it is with great pleasure that I write this letter of recommendation for M.V. Transportation and local General Manager, Thomas Hakenewerth.

As the City's Transit Supervisor, I facilitate the administrative responsibilities of the Four Seasons Connection and White Mountain Connection public transit systems funded by the Arizona Department of Transportation and its collaborative partners. When I moved to Show Low in March 2015 to assume this position, I was truly impressed with the comprehensive bus service provided to such a rural area. As I've become more knowledgeable about the complexities of running an effective transportation service, I have come to realize that the success of our bus system can be credited to MV Transportation and its General Manager.

For almost 20 years, MV Transportation has had a positive working relationship with the City of Show Low in providing a quality public transit system for our White Mountain communities. This is largely attributed to Tom Hakenewerth who continually demonstrates a high degree of professionalism and compassion that has made our transit system second to none. Tom is a true asset to our White Mountain communities and he is well respected by all who know and work with him. I rely upon his sound judgement and diplomacy in handling difficult situations without compromising safety and customer satisfaction. I have a great working relationship with Tom and very much appreciate his extensive knowledge and the patience he has shown me as I've entered into the world of transit. More importantly, however, he is to be commended for his leadership and effective management that has resulted in the Four Seasons Connection and the White Mountain Connection systems providing the most cost-effective transit program in the State.

The City of Show Low sincerely appreciates the positive working relationship we have enjoyed with MV Transportation over these many years and applaud the trust you have demonstrated in Tom's competent leadership.

Sincerely,

A handwritten signature in cursive script that reads "Lisa Robertson".

Lisa Robertson
Grants Manager/Transit Supervisor
City of Show Low



City of Greenville

PUBLIC TRANSPORTATION DIRECTOR

1425 KitchenAid Way

Greenville, OH 45331

(937) 548-0437

(937) 548-1704 fax

January 7, 2016

Kevin Klika
President & Chief Operating Officer
MV Transportation, Inc.
5910 N. Central Expy., Suite 1145
Dallas, TX 75206

Greenville Transit System (GTS), with MV Transportation, Inc as our contractor, was very successful in 2015. The outstanding partnership between the City of Greenville and MV was apparent in both customer service and in the smooth operations of GTS.

I have to commend Kathy Cool, General Manager for the Greenville division, for her diligence and dedication in the day-to-day operations. Kathy faced a difficult year with the death of our main dispatcher, Dave Marshal. Kathy worked tirelessly to not only do her own job, but to fill in on the dispatch schedule throughout the year until replacement dispatchers could be hired and trained.

Vehicle maintenance issues were problematic in 2015. These issues were addressed by Kathy with the support of Jason Curry as the Maintenance Manager for our region.

While putting in long hours, Kathy has continued to meet MV's exemplary safety program standards for which MV is known. Her monthly safety meetings & trainings, safety bulletin boards and safety messages are impressive.

Russell Tieskoetter, our Divisions Regional Vice President has been a great asset and support to our General Manager and is very accessible to the City of Greenville. His confidence in Kathy is apparent and his support is always available.

Ridership in 2015 was at 49,434. This is down 2.4% from 2014. We are seeing rider demographics shift to many younger riders using GTS for transportation to and from work. Demand for transit is heavy especially the first of the month when both social security and public assistance checks are deposited. The majority of our riders continue to be elderly or disabled. Wheelchair/scooter passengers make up a large portion of these riders.

The City of Greenville appreciates the partnership attitude MV brings to our transit system and we look forward to working with your company in the next several years.

Respectfully,

Pamela K. Garland
Public Transportation Director

Cc: Michael C. Bowers, Mayor
Russell Tieskoetter
Kathy Cool



Dallas Area Rapid Transit
P.O. Box 660163
Dallas, TX 75266-0163
214/749-3278

July 23, 2015

Mr. Doug Gies
President, Southwest Group
MV Transportation
5910 N Central Expressway, #1145
Dallas, TX 75206

Dear Mr. Gies,

We have just completed the first half of calendar year 2015 and have only one quarter left in our fiscal year. DART is extremely pleased with the progress and improvements MV Transportation has made in providing Mobility Management Services, which are reflected in the most recent key performance indicators (KPI).

The KPIs for the first six months of this year are the highest they have been since the inception of our contract in October 2012. The KPIs that best reflect the experience our customer has while using our service (on-time performance, call times, average ride time, and complaints) are all trending downward. MV has certainly met DART expectations in this regard.

I understand that this accomplishment would not be possible without local staff that can perform at the highest levels. This is certainly what DART has experienced with MV's local team led by your General Manager, Mr. Keith Anglin. What is most impressive is the way they have inserted themselves into the community that we serve through meetings at major centers and their interactions with our customers at public meetings like the ADA meeting we concluded just this past Saturday. Their dedication and performance is noted and recognized.

All eyes are on the future. We anticipate these current trends will continue and net the best performance results we have had as an organization. We are excited about our current partnership with MV Transportation.

Sincerely,

A handwritten signature in blue ink, appearing to read "JOA", followed by a horizontal line.

John Adler
Vice President, Procurement

A handwritten signature in blue ink, appearing to read "Doug Douglas", followed by a horizontal line.

Doug Douglas
Vice President, Mobility Management Services



July 1, 2015

Kevin Klika, CEO
MV Transportation
5910 N Central Parkway, Suite 1145
Dallas, Texas 75206

Dear Mr. Klika:


I would like to congratulate your team; during the first 64 weeks of our contract you have demonstrated excellence in transportation. I am sure it is with great pride that you lead MV Transportation. Adem Adem from the beginning made a commitment to a strong partnership. I must begin by saying that the corporation has surpassed my every expectation. Your company's commitment to Putnam County is greatly appreciated.

Putnam County has been the beneficiary of unyielding support from MV Transportation. The corporate team is always available, and the wealth of knowledge amassed within your national organization has brought efficiencies to our system that was suffering the malaise of being three decades old. MV was able to sail through a seamless transition against the odds and incorporate many improvements. The team is committed, with positive beliefs and values, and always puts the customer is first.

During the transition, the corporate team descended on us and instantly improved how we do business. The regional and corporate support that we received from every facet of transportation including, operations, maintenance, safety, logistics, and technology all revived a tired system. The Prekindergarten/Early Intervention child transports are perhaps the most difficult part of our multi-faceted system, and I receive accolades on a regular basis from parents of these children with special needs. During the transition one of the mechanics from Atlanta who assisted in the transition said something to me that I will never forget, he said, "The entire company realizes how important their job is and we committed because it is all about getting grandma to dialysis." Everyone at every level recognizes the importance of the work we ultimately do to provide service to the public. Your team seems always to get it right.

Everything from more efficient operations to a higher standard of safety led Putnam County to great a much improved transit system. The most remarkable thing is the close bond we have shared with your company at every level; corporate, regional and, of course, the ground troops, speaking about your local team, I could not have a better general manager, and I assure you that her team shares your values and commitment. MV has a knack to attract the best and brightest. Thank you again for your commitment, and I look forward to our continued relationship.

Vincent M. Tamagna,


Putnam County Director of Transportation



HANFORD JOINT UNION HIGH SCHOOL DISTRICT

823 West Lacey Boulevard • Hanford, California 93230
(559) 583-5901 • Fax (559) 589-9769
www.hjuhsd.k12.ca.us

BOARD OF TRUSTEES

Karl Anderson Art Brieno Alicia Martella Danny Todd John Webster

William L. Fishbough, Superintendent

June 3, 2015

Cam Lu
MV Transportation, Inc.
629 W. Davis St. • Division 62
Hanford, CA 93230

Dear Cam,

As the current Chairperson of the Kings County Transportation Authority (KSTA) I would like to take this opportunity to express my appreciation for the effort MV Transportation has put into serving the students of Kings County. The transition from our old provider to MV Transportation went seamless from our perspective thanks solely to the efforts of YOUR company.

With very little assistance from the previous transportation service you were able to get the buses ready over the weekend so service to our students went uninterrupted. MV Transportation has been quick to respond to any situation that has come up and parent complaints to my office are nonexistent. The buses are well maintained and service has been provided each day in a prompt fashion. In addition, you have been accommodating and quick to respond to site schedule changes.

I am looking forward to many years of working with MV Transportation.

Sincerely,

William L. Fishbough
Superintendent HJUHS
KSTA Chairperson

WLF/djs



Elko County Board of Commissioners

540 Court Street, Suite 101 • Elko, Nevada 89801
775-738-5398 Phone • 775-753-8535 Fax

Commissioners

Delmo Andreozzi
Demar Dahl
Cliff Eklund
Glen G. Guttry
Rex Steninger

Elko County Manager

Robert K. Stokes

Executive Assistant

Michele Petty

Receptionist/Clerical

Sarah Dill

May 28, 2015

MV Transportation, Inc.

Mark Elias; Vice President of Operation - Northwest

2458 N Highway 89

Ogden, UT 84404

Dear Mr. Elias,

We would like to extend a deep and sincere thank you to MV Transportation, Inc. regarding the progress MV has helped make in the operations of the GET (Greater Elko Transit) My Ride program.

In the year and a half that MV Transportation, Inc. has been contracted with Elko County, they have not only followed the instructions, policies and procedures supplied to them by Elko County Transit Department; they have also brought expertise, ideas and practical suggestions to the project that has led to the improvement of the program.

If it weren't for Mr. Petrovic's efforts to find the correct contact at Utah Transit Authority (UTA), we would not have received the 3 buses that UTA donated to our program. He has also been a resource to us in the process of creating a transit plan.

Heather Oleson (Local Operations Manager) has been an important asset to the GET My Ride program. She is the person who works directly with Elko County Transit Department to carry out the program's plans. She deals directly with passengers, has oversight of the staff, tracks data and schedules maintenance. She has also volunteered her time many times to decorate and drive buses in parades, create collaborative partnerships with service agencies and other projects that have benefited small non-profit organizations.

The GET My Ride program has passed two reviews with very positive results: Nevada Department of Transportation (NDOT) and Aging and Disabilities Service Division (ADSD). Both agencies have conducted on-site reviews and the program passed the reviews with only very minor corrections.

Thank you for your hard work and dedication to the GET My Ride program.

Sincerely,

Elko County Board of Commissioners

A handwritten signature in blue ink, appearing to read "Demar Dahl", written over a horizontal line.

Demar Dahl, Chair

A handwritten signature in blue ink, appearing to read "Glen G. Guttry", written over a horizontal line.

Glen G. Guttry, Vice Chair

A handwritten signature in blue ink, appearing to read "Delmo Andreozzi", written over a horizontal line.

Delmo Andreozzi

A handwritten signature in blue ink, appearing to read "Cliff Eklund", written over a horizontal line.

Cliff Eklund

A handwritten signature in blue ink, appearing to read "Rex Steninger", written over a horizontal line.

Rex Steninger



2915 Jorie Blvd.
Oakbrook, IL 60523

April 20, 2015

Mr. Brian Balogh
MV Transportation
Brian.Balogh@mvtransit.com

Dear Brian,

The purpose of this letter is to thank MV Transportation and provide recognition to your company and team, particularly Steve Baker.

This past year presented several challenges to our operations as result of changes to our business. Each time MV Transportation answered the call and provided very quick response times. Steve was prompt in returning all messages and in most cases was able to provide the information needed on the spot.

It is a delight to work with a vendor partner that is responsive and solution oriented.

Thank you!

A handwritten signature in black ink, appearing to read 'Smiller'.

Susan M. Miller
Director Fleet Program Services
McDonald's Corporation
1fleet.sue.miller@us.mcd.com
630-623-6173

Carlos Hernandez
Mayor

Isis Garcia-Martinez
Council President

Luis Gonzalez
Council Vice President



Council Members

Jose F. Caragol
Vivian Casals-Muñoz
Katharine E. Cue-Fuente
Paul B. Hernandez
Lourdes Lozano

City of Hialeah

April 17, 2015

MV Contract Transportation
Ed Overn Regional Vice President

Mr. Ed Overn,

I am writing this letter to re-confirm how pleased we are on having MV Transportation as our service provider for the City of Hialeah Circulator! We have seen the difference that it makes as I have said, now we have a 'professional company' serving our community.

The number of customer calls and complaints has decreased. MV continues to provide the operators with ongoing training to ensure the best possible service is given. This shows a commitment to the quality of service that we envision for our transit system.

As stated in prior letters, with Mr. Anthony Rodriguez as General Manager, we have a true partnership that we feel will take our service to the next level. Mr. Rodriguez has been dedicated to improving the service and working with us to make the needed changes from the beginning. He has done an excellent job in creating a professional climate to work in for the Operators. We also see the corporate support that MV has provided in the areas of Safety and Maintenance. We are in the middle of a Triennial Audit that is being performed and MV has sent a specialist on the topic of Drug and Alcohol Policies to train some of MV staff as well as City staff to ensure that we are all in compliance with all FTA requirements. Again this shows the partnership that we have with MV, and it shows the dedication that MV has with the City.

I look forward to working with MV Transportation and growing our service to meet Hialeah's Community needs. We have had a great start and appreciate the MV Team and their dedication to providing the best service possible for the City of Hialeah.

Sincerely,

Mr. Jorge de la Nuez



Public Works
Alternative Transportation Division
401 Vernon Street
Roseville, California 95678-2600

March 31, 2015

Mr. Kevin A. Klika, Chief Operating Officer
MV Transportation, Inc.
5910 N. Central Expressway, Suite 1145
Dallas, TX 75206

Dear Kevin,

As we begin our 14th year of working together, I wanted to take a moment to express my sincere appreciation to you, your staff, and the entire MV organization for the outstanding service we receive on a daily basis.

I am extremely impressed with the professionalism of the local MV Management team here in Roseville. Rich Frost (GM), Cynthia Lopez (OM), Richard Gwin (SM), Rosemary Lane (AM), and their staff continue to meet or exceed our expectations regarding all aspects of the operation. We feel very fortunate to have such an experienced and devoted group of managers at the Roseville site.

As you know, the MV team manages both the Roseville Transit side of our operation, as well as oversees the task of running the Placer County Transit Information Center which provides information and trip reservations for passengers of multiple transit operators in the region. The local MV team is quick to respond to various challenges, in addition to taking the proper steps necessary to mitigate future concerns. They are proactive with all operational issues, while keeping my staff informed of issues on day to day matters. They also do a great job at coordinating with other local transit agencies to help increase productivity and efficiencies within the region.

Each time I visit the division, I can tell that the morale is high and that the front line employees are motivated to get the job done in the best manner possible. I am extremely impressed that the division has sustained only 1 preventable injury in over 3 years. I also appreciate the team's commitment to our community, from their participation in Roseville parades, to Stuff-A-Bus, to the company's membership in the Chamber of Commerce. This is a strong indication that MV Transportation and the local team not only care about the operation, but also about the community they serve.

The City of Roseville and Alternative Transportation Office truly appreciates working with MV Transportation and all the hard work your local team puts forth toward making our transit system and the regional call center the best in the west.

Sincerely,



Mike Wixon
Alternative Transportation Manager
City of Roseville



Western Contra Costa
Transit Authority

January 27, 2015

Mr. Brian Kibbe, CEO
MV Transportation, Inc.
5910 N. Central Expressway, Suite 1145
Dallas, TX 75206

Dear Mr. Kibbe,

I am writing to express my sincere appreciation to MV, and to the outstanding site managers and employees assigned to our location, for the exemplary service we have received both during the current contract period and, in fact, throughout the more than 14 years of our partnership with your company. As you may know, we were pleased to award a new multi-year contract to MV in April, 2013 after a particularly competitive procurement. In the end, the decision to award to MV came down to our desire to retain the outstanding local management staff MV has committed to this contract.

Our partnership with MV extends back to the year 2000, when WCCTA made our first contract award to your firm. We consider ourselves extremely fortunate to have had Electra Jeter in the role of MV's Pinole Division General Manager throughout the 14 years MV has operated our fixed route, paratransit and express bus services, and maintained the WCCTA fleet.

Electra has worked in close partnership with our agency to expand and continually improve service to our community. She has assembled an outstanding workforce, and has been proactive in creating the culture of openness and trust that defines our location, and that governs the interactions with our passengers and the broader community. Additionally, she has been extraordinarily generous with her own time and financial resources in responding to a broad array of charitable and philanthropic projects in the local area. These efforts have included providing meals to families in need on a number of occasions throughout the year. Though Electra prefers to maintain a low profile about her support for less fortunate members of our community, her contributions are recognized and sincerely appreciated by the WestCAT staff and Board of Directors.

Since the beginning of this new contract period, Electra has found a way of further improving the already stellar performance of the local team, as exemplified by the location being acknowledged for its excellent safety record, and having two employees named as recipients of the prestigious "MV Cares" award. This speaks not only to the caliber of employees Electra attracts to the location, but to the high professional standards she and her staff have instilled in the workforce.

This year, I would like to acknowledge the entire management team for their outstanding performance. Assistant General Manager Karen De Rosa, Safety and Training Manager Denise Williams, Dispatch Manager Telisha Burns, and Operations Manager Stacey Burks (one of the MV Cares award winners) have worked exceptionally well together, and have implemented a number of initiatives that have further improved the already outstanding record of operational safety and efficiency. I also want to commend the entire Pinole maintenance staff under the direction of Maintenance Supervisor Al Warner. The mechanics on staff, some of whom are comparatively new to transit, have demonstrated an excellent work ethic, and a willingness to go 'above and beyond' to safeguard the operational readiness of the fleet, and to ensure our passengers are comfortable and safe.

Again, it is with great pleasure that I acknowledge the fine job that MV has done at all levels of your organization. Thank you.

Sincerely,



Charles Anderson
General Manager

**Town of Miami Lakes
Evaluation Committee Ranking Summary**



Solicitation Title: Bus Operations Services

Committee Member	Limousines of South Florida, Inc.	MV Transportation, Inc.
Brandon Schaad	73.08	98
Nicole Singletary	78.08	100
Jorge De La Nuez	78.08	100
Total Score	229.24	298
Ranking	2	1

Name of Preparer: Christina Semeraro

Date: September 15, 2016

rev: 5/21/14



Town of Miami Lakes Memorandum

To: **Honorable Mayor and Councilmembers**

From: **Councilmember Tony Lama**

Subject: **Jerry's Squad – Hurricane Preparation and Assistance for Seniors of Miami Lakes**

Date: **October 4, 2016**

Recommendation:

At the last council meeting, long-time resident, volunteer, and advocate for Miami Lakes Seniors, Jan Schneider, raised the point that we are woefully unprepared to help our senior and disabled community in the event of a threat from a Hurricane. In many cases, these seniors live alone or don't have the support nor resources to properly secure their homes and their belongings. At Jan's suggestion, I would like the Council to create a committee of volunteers that supports our seniors and disabled residents in the event of a hurricane or emergency situation. We may consider directing the Elderly Affairs Committee to create a sub-committee that operates under its direction. I will leave those details to staff. However, in memory of longtime resident, U.S Korean War veteran, and former colleague of mine on the Elderly Affairs Committee, Jerry Schneider (Jan's late husband), I would like to name the group "Jerry's Squad".

This group would consist of 15-20 Volunteers that would be activated by the Town Manager in the event of a Tropical Storm or hurricane warning or any other situation where the seniors or disabled of our community would need urgent assistance. Ideally, the group would help each other (the volunteers) in securing their own homes in a quick manner, and be deployed to assist the seniors/disabled members of the community that have registered for assistance.

I'd like to direct the Town Manager to work with staff and the Elderly Affairs Committee on putting this together and address the logistics.

Fiscal Impact: Medium



Town of Miami Lakes Memorandum

To: Honorable Mayor and Councilmembers

From: Honorable Councilmember Manny Cid

Subject: Sunday On Demand Bus

Date: October 4, 2016

Recommendation:

Unfortunately, due to a tight budget year we were unable to fund the \$12,000 for the Sunday On Demand bus. The manager will give the 15-25 riders an extra couple of weeks of service.

I would like to have a discussion with my colleagues on any and all alternatives that might be available for the seniors who utilize the Sunday bus.

Fiscal Impact: TBD



Town of Miami Lakes Memorandum

To: Honorable Vice-Mayor and Councilmembers

From: Mayor Michael Pizzi

Subject: Homeowner Protection and Preservation of Resources Act

Date: October 4, 2016

Recommendation:

Homeowner Protection and Preservation of Resources Act

In order to preserve our property values and encourage smart development that does not expand our economy but does not take away from our small town aesthetics and quality of life, I recommend that we pass an omnibus Ordinance that includes:

- a. A requirement that any project that will increase density and have significant townwide traffic impact, or will significantly increase lot usage on a parcel of land in a single subsection require a Development Agreement that protects our quality of life and insures that our staff and council have an opportunity to review the project and its impact;
- b. A prohibition on the owner of any parcel of land that has contained a single housing unit for more than 10 years, from making application to use the same parcel for more than one unit, where the development is located in a subdivision where no other parcels have been so subdivided in the past 20 years and where it will drain additional resources in the subdivision than had been used on said parcel or adjoining parcels for the prior ten years.

Fiscal Impact: Large



Town of Miami Lakes Memorandum

To: Honorable Mayor and Councilmembers

From: Councilmember Nelson Rodriguez

Subject: Zika Concerns

Date: October 4, 2016

Recommendation:

*This item will require the waiver of section 7.2 of the Special Rules of Order from the Town of Miami Lakes.

I would like for the Town to put together a Educational and informational flyer to inform our residents of good practices on preventing the spread of mosquitoes. Attached is a example of the flyer the City of Coral Gables is handing out. Ours should reflect important Miami Dade County contact numbers that the residents can use for reference.

I'll be happy to work with the Staff to create our own version.

Fiscal Impact: Small (if using the Miami-Dade County material)

Attachments:

City of Coral Gables' Door Hanger



Los mosquitos son portadores de virus y pueden enfermarlo



Mosquitoes carry viruses and can make you sick

Evite las picaduras de mosquitos



Use repelente de insectos



Use camisas de mangas largas y pantalones largos



No deje entrar a los mosquitos

Controle los mosquitos en su casa y negocio

¡DESOCUPE Y CUBRA!

DESOCUPE: Una vez a la semana, desocupe, voltee, o proteja cualquier objeto que pueda acumular agua.

CUBRA: Su piel con ropa y repelente. Cubra puertas y ventanas para mantener los mosquitos afuera.

La prevención de mosquitos en bromelias:

Enjuague, cubra con aceite, o aplique un larvicida apropiado.

PARA REPORTAR AGUA ESTANCADA

En Propiedad Pública: Para propiedades de la ciudad y areas públicas llame al Departamento de Obras Públicas de la Ciudad de Coral Gables al 305-460-5000.

En Propiedad Privada: Para reportes de piscinas y agua estancada llame al Code Enforcement 305-441-5777.

Después de horas y fines de semana: Llame al número de no emergencia del Departamento de Policía al 305-442-1600.

Fumigación: Los residentes del condado con problemas de mosquitos deben llamar al 311 para servicios de fumigación.

www.cdc.gov/zika

Prevent mosquito bites



Use insect repellent



Wear long-sleeved shirts and long pants



Keep mosquitoes outside

Control mosquitoes around your home and business

DRAIN AND COVER!

DRAIN: Once a week: empty, turn over or protect anything that could hold water.

COVER: Your skin with clothing and repellent. Keep mosquitoes out: **cover doors and windows** with screens.

Preventing Mosquitoes in Bromeliads:

Flush, coat with oil, or treat with a safe larvicide.

TO REPORT AREAS OF STANDING WATER

Public Property: For City Properties and right-of-ways, please contact Public Works at 305-460-5000.

Private Property: For issues about pools and ponds, please contact Code Enforcement at 305-441-5777.

After Hours or Weekends: Contact Coral Gables Police non-emergency at 305-442-1600.

Spraying: County residents experiencing a mosquito nuisance are encouraged to call 311 for spraying services.

www.cdc.gov/zika

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Town of Miami Lakes Memorandum

To: Honorable Mayor and Councilmembers

From: Councilmember Tony Lama

Subject: Traffic flow and Miami "Raceway" North and South

Date: October 4, 2016

Recommendation:

This is a two-part new business item to address traffic and mobility concerns around town.

1. Over the last few years, we have had numerous conversations with the county about putting a traffic signal at Lockness Drive and NW 67th Ave. I believe that there were objections from certain traffic engineers on the placement of a traffic signal due to the proximity to Windmill gate Drive. I'd like to direct staff, hopefully with unanimous support of the council, to engage with the county and it's engineers to have this come to fruition. If humans can capture particles from asteroids millions of miles away and return them to earth...truly an engineering marvel... I'm sure that we have smart people capable of figuring this out and making it a reality for the residents in adjacent neighborhoods.

2. On multiple occasions I have referred to Miami Lakeway south as Miami raceway south due to the reckless amount of speeding up and down that road. This is also a problem on Miami Lakeway north. Numerous residents have once again raised this issue as a major public safety concern and I've discussed a solution with the manager. I am asking that the council direct staff to procure the solar speedometers and place them on both of those roads. The habitual lawbreaker and speeder may only change their ways with proper law enforcement, but a visual notification of ones speed works as a reminder and deterrent. We may never know how many accidents we will prevent, but we cannot wait until a vehicle loses control and ends up in someone's living room...or worse, injures or kills a resident or child...to take action.

Fiscal Impact: Large

Item 1: A traffic study will be required as part of.
Item 2: Purchase and install solar special meter



Town of Miami Lakes Memorandum

To: Honorable Mayor and Councilmembers

From: Councilmember Manny Cid

Subject: Energy-Savings Trees Program

Date: October 4, 2016

Recommendation:

*This item will require the waiver of section 7.2 of the Special Rules of Order from the Town of Miami Lakes.

After reviewing the West Lakes reforestation program and our overall budget, I would like for staff to research the Energy-Savings Tree Program by the Arbor Day Foundation.

I believe that this free program would enhance our tree planting/reforestation plan.

For more information please visit www.energysavingtrees.arborday.org

Fiscal Impact: Small if to conduct a preliminary research



Town of Miami Lakes Memorandum

To: Honorable Vice-Mayor and Councilmembers

From: Mayor Michael Pizzi

Subject: Elimination of Eyesore and Protection of Property Values

Date: October 4, 2016

Recommendation:

I am concerned about protecting the beauty of our town. There are some undeveloped parcels in the commercial sector that are located in highly visible rights of way that are harming our property values. If a structure, such as a gas station, remains un-developed for years, leaving it fenced in without landscaping creates an eye soar. I want to pass legislation that requires owners of undeveloped parcels to provide landscaping to avoid these parcels becoming an eyes soar that lowers property values for the entire town.

Fiscal Impact: Medium



Town of Miami Lakes Memorandum

To: Honorable Mayor and Councilmembers

From: Councilmember Tony Lama

Subject: Alzheimer's Awareness Month

Date: October 4, 2016

Recommendation:

Alzheimer's Disease is the sixth leading cause of death in the United States. It is the only cause of death among the top 10 without a way to prevent it, cure it, or even slow the progression. There are no survivors of Alzheimer's disease. Since 2000, death from Alzheimer's have increased by 68 percent. Hispanics are 1.5 times as likely as Caucasians to get Alzheimer's. One in three seniors dies with Alzheimer's. Every 67 seconds an American develops Alzheimer's.

I would like for us to designate November as Alzheimer's Awareness Month and I am asking the office of the Mayor for a proclamation to be delivered in November.

Fiscal Impact: None



Town of Miami Lakes Memorandum

To: **Honorable Vice-Mayor and Councilmembers**

From: **Mayor Michael Pizzi**

Subject: **Retention of Employees**

Date: **October 4, 2016**

Recommendation:

Retention of Employees:

I would like to discuss proposals to assist town staff in their development and career paths and create incentives for their continued employment and growth.

Fiscal Impact: Large



Town of Miami Lakes Memorandum

To: Honorable Mayor and Councilmembers

From: Councilmember Nelson Rodriguez

Subject: Honoring Jose Fernandez

Date: October 4, 2016

Recommendation:

*This item will require the waiver of section 7.3 of the Special Rules of Order from the Town of Miami Lakes

In light of the death of Marlins Pitcher Jose Fernandez, I propose we honor him by painting his #16 on our field at Optimist Park. Jose's positive attitude and passion for baseball made him a role model for our young baseball players. His journey to achieve the American Dream is a story that all Cuban Americans and our community can relate to.

Fiscal Impact: Small



Town of Miami Lakes Memorandum

To: Honorable Vice Mayor and Councilmembers

From: Mayor Michael Pizzi

Subject: Annual Ice Cream Social

Date: October 4, 2016

Recommendation:

*This item requires the waiver of sections 7.2 and 7.3 of the Special Rules of Order from the Town of Miami Lakes.

In order to create a festive friendly family event that will foster Town unity and promote local businesses, I recommend we pass a resolution for the Town to host an annual ice cream social. The resolution should state that:

The Town will sponsor an annual ice cream social event on the 3rd Sunday of July, which is National Ice Cream Day. The Town will provide free ice cream at the event and host the event at a Town park. This event may be administered by a committee but will be budgeted for independently to ensure its perpetual existence.

Fiscal Impact: It depends on the budget being requested.



Town of Miami Lakes Memorandum

To: Honorable Vice-Mayor and Councilmembers

From: Mayor Michael Pizzi

Subject: FDOT Palmetto Improvements

Date: October 4, 2016



Town of Miami Lakes Memorandum

To: Honorable Vice-Mayor and Councilmembers

From: Mayor Michael Pizzi

Subject: NW 154th Street Bridge

Date: October 4, 2016

Recommendation:



Town of Miami Lakes Memorandum

To: Honorable Vice-Mayor and Councilmembers

From: Mayor Michael Pizzi

Subject: Dream Act Mall

Date: October 4, 2016

Recommendation:

*This report will require the waiver of section 6.7 of the Special Rules of Order from the Town of Miami Lakes.



Town of Miami Lakes Memorandum

To: Honorable Mayor and Councilmembers

From: Councilmember Manny Cid

Subject: A New Kind of Paramedic for Less Urgent 911 Calls

Date: October 4, 2016

Recommendation:

*This item will require the waiver of section 7.2 of the Special Rules of Order from the Town of Miami Lakes.

Attachments:

Governing Magazine Article

HEALTH & HUMAN SERVICES

A New Kind of Paramedic for Less Urgent 911 Calls

Community paramedicine, which can drastically reduce unnecessary ER visits, could be the future of emergency care.

BY MATTIE QUINN | SEPTEMBER 2016



Cities and counties are increasingly turning to community paramedics to target the individuals who most abuse emergency services. (AP)

If there is one issue confronting our health-care system on which just about everyone agrees, it's this: Unnecessary emergency room visits are a significant driver of costs. But getting the people who most abuse emergency services under control has been an uphill battle.

Now a new approach is showing promise in reducing visits to the ER by what the Centers for Medicare and Medicaid Services calls "super-utilizers," typically defined as those who use emergency services four or more times a year. The National Conference of State Legislatures estimates that up to 27 percent of all visits to ERs are for nonemergencies. But so-called community paramedic programs are finding new ways to manage these frequent flyers.

Minnesota has been a pioneer in community paramedicine. Under its program, a hospital will typically identify four or five super-utilizers who need a managed care approach. Then community paramedics will go into those people's homes to look not only at their overall health issues but also at factors like safety precautions and nutrition. Through the program, Minnesota has seen ER use by super-utilizers decrease by 60 to 70 percent.

Community paramedics are generally more seasoned emergency medical services personnel who have undergone training to help them identify community-based health needs. "We're not asking them to do a brain transplant," says Jim Dunford, the EMS director for San Diego, which has a community paramedicine program that's part of a state-launched pilot covering nine cities. "The majority of issues that confound our health-care system are social ones. We need to be teaching our patients to connect the dots."

San Diego's program uses data to help determine whether a community paramedic should show up at a scene where 911 has been called. "All of the data that resides in these 911 systems gives us the ability to identify individuals who have been using services in the last week, the last six months, the last year," says Dunford. "We can look at factors like: Do they have co-occurring illnesses? Are they over 65?"

Some of the big insurance players involved with government health-care programs are starting to get in on the action as well. Blue Cross and Blue Shield of New Mexico has begun pilot programs for its Medicaid patients in a few of the state's more urban areas. The company says a group of patients identified in one of the programs has cut its ER use by 60 percent. One former super-utilizer hasn't been to the ER in the 11 months he's been enrolled in the program, says Kerry Clear, the company's manager of community social services.

In setting up its program, Minnesota included legislation that allows the state's Medicaid program to reimburse community paramedic services. But most of these programs are either subsidized by ambulance companies operating under fixed-price contracts or funded by grants from foundations or the federal government. In San Diego, whose program is funded through an ambulance service, Dunford is optimistic that the results from the pilot will encourage lawmakers in Sacramento to follow Minnesota's lead.

The success of the community paramedic model has many EMS directors encouraged that this could be the future of emergency care. On the federal level, U.S. Sen. Al Franken of Minnesota has introduced legislation advocating for community paramedicine nationwide. That's an idea that appeals to people like Clear. With the number of primary-care physicians at an all-time low, he says, "we all know prevention is key to keeping our communities healthy."



Mattie Quinn | Staff Writer

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Town of Miami Lakes Memorandum

To: Honorable Mayor and Town Councilmembers

From: Alex Rey, Town Manager

Subject: FDOT Encroachment

Date: October 4, 2016

Attachments:

Google Image 8911 NW 153rd Terrace



Miami Lakes Dr

Miami Lakes Dr

8911 Northwest
153rd Terrace

NW 89th Ave

terrace

NW 153rd Terrace

NW 153rd Terrace

NW 153rd Terrace

NW 153rd Terrace

NW 90th Ave

NW 89th Pl

NW 89th Ave

NW 89th



3D



Explore



8944 Northwest 153rd Terrace, ...

Google

Computer Repair Miami



Town of Miami Lakes Memorandum

To: Honorable Mayor and Town Councilmembers

From: Alex Rey, Town Manager

Subject: PACE Program Update

Date: October 4, 2016

Recommendation:

Verbal report.



Town of Miami Lakes Memorandum

To: Honorable Mayor and Councilmembers

From: Alex Rey, Town Manager

Subject: Elections- Early Voting

Date: October 4, 2016
