

# 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

<b>Date Advertised</b>	Monday, August 15, 2016
<b>Proposals Due</b>	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](http://www.miamilakes-fl.gov) (under "Contractual Opportunities") and on [www.DemandStar.com](http://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](mailto: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.

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## 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](mailto: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](mailto: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](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](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](mailto: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](mailto: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: \_\_\_\_\_

√	<b>Reasons for "NO" Response:</b>
	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**

<b>RFP 2016-44 BUS OPERATIONS SERVICES</b>			
<b>Item</b>	<b>Description of Service</b>	<b>Service Days</b>	<b>Hourly Rate</b>
<b>A</b>	<b>CIRCULATOR &amp; ON-DEMAND</b>	Monday - Friday	\$_____ Rate Per Hour
<b>B</b>	<b>ON-DEMAND ONLY</b>	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**

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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:

Witness

By: \_\_\_\_\_

(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