

AGREEMENT FOR THE FIXED ROUTE AND ON-DEMAND CIRCULATOR SERVICES



The Town of Miami Lakes Council:

**Mayor Michael Pizzi
Vice Mayor Ceasar Mestre
Councilmember Mary Collins
Councilmember Timothy Daubert
Councilmember Nelson Hernandez
Councilmember Nick Perdomo
Councilmember Richard Pulido**

Alex Rey, Town Manager
The Town of Miami Lakes
15150NW 79th Court
Miami Lakes, Florida 33016

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THIS AGREEMENT made and entered into as of this ____ day of **March, 2012** by and between **Limousines of South Florida, Inc.**, a corporation organized and existing under the laws of the State of Florida, having its principal offices at **3300 S.W. 11 Avenue, Fort Lauderdale, FL 33315** (hereinafter referred to as the "Contractor") and the Town of Miami Lakes, a political subdivision of the State of Florida, having its principal offices at 15150 NW 79th Court, Miami Lakes, FL 33016 (hereinafter referred to as the "Town").

WITNESSETH:

WHEREAS, the Town issued a Request for Proposals ("RFP") for fixed route and on-demand bus circulator services, RFP 2011-19 and

WHEREAS, the Contractor has submitted a written proposal dated October 21, 2011 in response to the RFP, which is incorporated by reference herein and referred to as Contractor's Proposal; and,

WHEREAS, the Contractor has agreed to provide Fixed Route and on Demand Bus Circulator Services (Services) in accordance with the terms of this Agreement and,

WHEREAS, the Town desires to obtain Services in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

ARTICLE 1 DEFINITION

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:

- a. **Agreement** means this document, which has been executed by the Contractor and the Town, which contains the terms and conditions.
- b. **Agreement Date** means the date on which this Agreement is effective, which is the date set forth above.
- c. **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.
- d. **Bus(es)** means the vehicle(s) furnished to the Contractor by the Town for use in providing the Services.
- d. **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.
- e. **Contractor** shall mean **Limousines of South Florida, Inc. ("LSF")** and its permitted successors and assigns.
- f. **Days** shall mean Calendar Days, except where specifically stated to mean

Business Days.

- g. **Fixed Route Bus Service** shall mean bus service provided for the fixed route established by the Town and as may be revised from time to time.
- h. **Fixed Route Schedule(s)** means the schedule(s) established for each stop on the fixed route.
- i. **On-Demand Schedule** means the date, time, and locations for pick-up and drop-off provided to the Contractor by the Town.
- j. **Program Managers** shall mean the Town Manager or the Town representative designated by the Town Manager for the day to day management of the Services.
- u. 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.

ARTICLE 2 ORDER OF PRECEDENCE

If there is a conflict between or among the provisions of this Agreement, the order of precedence is as follows: 1) the Agreement terms and conditions, as may be amended from time to time; 2) RFP No. 2011-19 and all associated addenda; and, 3) the Contractor's Proposal.

ARTICLE 3 RULES OF INTERPRETATION

- a. References to a specific Article, section or schedule shall be construed as reference to that specific Article, or section of, or schedule to this Agreement unless otherwise indicated.
- b. Reference to any agreement or other instrument shall be deemed to include such agreement or other instrument as such agreement or other instrument may, from time to time, be modified, amended, supplemented, or restated in accordance with its terms.
- c. The titles, headings, captions and arrangements used in these terms and conditions are for convenience only and shall not be deemed to limit, amplify or modify the terms of this Agreement, nor affect the meaning thereof.

ARTICLE 4 NATURE OF THE AGREEMENT

- a. The Contractor shall provide the Services specified in the Agreement. The Contractor shall provide full and prompt cooperation with the Town in all aspects of the Services provided hereunder. The Town shall pay the Contractor, in full compensation therefore, the sums of money as set forth hereinafter and in Appendix A, in the manner and upon the terms and conditions of this Agreement.
- b. The Contractor acknowledges that this Agreement requires the performance of all things necessary for or incidental to the delivery of the Services. All things not expressly mentioned in this Agreement but necessary to carrying out its intent are required by this Agreement, and the Contractor shall perform the

same as though they were specifically mentioned, described and delineated.

- c. The Contractor shall furnish all labor, materials, tools, supplies, and other items required to provide the Services that are necessary for the completion of this Agreement. All Services shall be accomplished in accordance with this Agreement and to the satisfaction of the Project Manager.

ARTICLE 5 CONTRACT TERM

The Contract shall become effective upon the Contract Date and shall include providing the Services as follows:

- a. Fixed Route Services shall be provided for a period of three (3) years from the effective date of the Agreement. The Town may, at its sole option, extend the term of this Agreement for two (2) additional one (1) year periods on a year to year basis.
- b. On-Demand Services shall be provided for a period of three (3) years from the effective date of the Agreement. The Town may, at its sole option, extend the term of this Agreement for two (2) additional one (1) year periods on a year to year basis.

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

ARTICLE 6 SCOPE OF SERVICES

Contractor shall provide Fixed-Route and On-Demand Bus Circulator Services in accordance with requirements of Appendix A.

ARTICLE 7 NOTIFICATION OF DELAYS

The Contractor shall at all times cooperate with the Town and coordinate its respective work efforts to most effectively and efficiently perform the Services.

The Contractor and the Town shall cooperate fully and provide the resources necessary to enable completion of all Work in accordance with the Agreement. 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.

ARTICLE 8 NOTICES

Whenever either party desires to give written notice unto the other relating to the Agreement, such must be addressed to the party for whom it is intended at the place last specified; and the place for giving of notice shall remain such 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 names and places for giving of notice:

For the Town:

Mr. Alex Rey
Town Manager
Town of Miami Lakes
15150 NW 79th Court
Miami Lakes, Florida 33016
reya@miamilakes-fl.gov

Mr. Gary Fabrikant
Procurement Manager
Town of Miami Lakes
15150 NW 79th Court
Miami Lakes, Florida 33016
fabrikantg@miamilakes-fl.gov

For the Contractor:

Ms. Vasti Amaro /Mr. Mark Levitt
Limousines of South Florida, Inc.
3300 S.W. 11 Ave.
Fort Lauderdale, FL 33315
Mark Levitt <mlevitt@keolistransit.com>
Vasti Amaro (vamaro@keolistransit.com)

Either party may at any time designate a different address by giving notice as provided above to the other party.

ARTICLE 9 LAWS, RULES, AND REGULATIONS

The Contractor will comply with all provisions of all federal, state and local laws, statutes, ordinances, and regulations that are applicable to the performance of this Agreement.

ARTICLE 10 AUTHORITY OF THE PROGRAMMANAGER

- a. The Contractor hereby authorizes the Town's ProgramManager 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.
- a. The Contractor shall be bound by all determinations or orders and shall promptly obey and follow every order 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 order.

Where orders are given orally they will be issued in writing by the Project Manager as soon thereafter as is practicable.

- b. The Contractor must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Contractor and the Project Manager are unable to resolve their difference, the Contractor may initiate a dispute in accordance with the procedures set forth in Article 29. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.

ARTICLE 11 INDEPENDENT CONTRACTOR

The Contractor is engaged as an independent business and agrees to perform the Work in the manner of and as an independent Contractor. In accordance with the status of an independent contractor the Contractor covenants and agrees that the Contractor will conduct itself consistent with such status, that any employee of the Contractor shall not have 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 or retirement membership or credit.

Nothing in this Agreement shall impose any liability or duty on the Town on account of its acts, omissions, liabilities or obligations or any person, firm, company, agency, association, corporation, or organization engaged by the Contractor as a subcontractor, expert, consultant, independent contractor, specialist, trainee, employee, servant or agent or for taxes of any nature, including, but not limited to unemployment insurance, worker's compensation and anti-discrimination or work place legislation of any kind and the Contractor hereby agrees to indemnify and hold harmless the Town against any such liabilities, even if they arise from actions directed or taken by the Town.

ARTICLE 12 MUTUAL OBLIGATIONS

- a. This Agreement shall constitute the entire Agreement between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by their duly authorized officers.
- b. Nothing in this Agreement shall be construed for the benefit, intended or otherwise, of any third party.
- c. In those situations where this Agreement imposes an indemnity obligation on the Contractor, the Town may, at its expense, elect to participate in the defense if the Town should so choose. Furthermore, the Town may at its own expense defend or settle any such claims if the Contractor fails to diligently defend such claims, and thereafter seek indemnity for costs from the Contractor.

ARTICLE 13 SUBSTITUTION OF PERSONNEL

In the event the Contractor wishes to substitute personnel the Contractor must notify

the Town in writing and request written approval for the substitution. For each and any change in personnel submitted in writing to the Town the Contractor shall provide explanation as to why the person is being removed from the Work; a detailed description of the replacement individual's experience and qualifications and for how long, if possible, the replacement will shadow the person being removed.

ARTICLE 14 INSURANCE AND INDEMNIFICATION

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.

Upon Town's notification, the Contractor shall furnish to the Town's Procurement Manager, Certificates of Insurance that indicate that insurance coverage has been obtained, which meets the requirements as outlined below:

- a. Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440.
- b. Comprehensive General Liability (CGL) Insurance on a comprehensive basis in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage. Coverage must be afforded on-a form no more restrictive than the latest edition of the Comprehensive 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 (3) Personal Injury Coverage with Employee and Contractual Exclusions removed with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.
- c. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Services, in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
- d. Excess Liability Insurance in an amount not less than \$3,000,000 in addition to the primary coverage.
- e. The Town must be shown as an additional insured with respect to the GCL and

Automobile Insurance. The name and mailing address of the Town, as the certificate holder, must appear on the certificate of insurance in the "Descriptions" section of the certificate.

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operation of the Contractor. All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida with the following qualifications:

The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, according to the latest edition of Best's Insurance Guide published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the Town Risk Management Division or the company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida", issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

Certificates of Insurance must indicate that for any cancellation of coverage before the expiration date, the issuing insurance carrier will endeavor to mail thirty (30) day written advance notice to the certificate holder. In addition, the Contractor hereby agrees not to modify the insurance coverage without thirty (30) days written advance notice to the Town.

The Town's Agreement number and title must appear on each certificate of insurance.

Compliance with the foregoing requirements shall not relieve the Contractor of this liability and obligation under this section or under any other section in this Agreement.

Award of this Agreement is contingent upon the receipt of the insurance documents, as required, within fifteen (15) calendar days after Town notification to Contractor to comply before the award is made. If the insurance certificate is received within the specified time frame but not in the manner prescribed in this Agreement, the Contractor shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the Town. If the Contractor fails to submit the required insurance documents in the manner prescribed in this Agreement within twenty (20) calendar days after Town notification to comply, the Contractor shall be in default of the contractual terms and conditions and award of the Agreement may be rescinded, unless such time frame for submission has been extended by the Town.

The Contractor shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of the Agreement, including any and all option years or extension periods that may be granted by the Town. If insurance certificates are scheduled to expire during the contractual period, the Contractor shall be responsible for submitting new or renewed insurance certificates to the Town at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the Town may suspend the Agreement until such time as the new or renewed certificates are received by the

Town in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the Town may, at its sole discretion, terminate this Agreement.

ARTICLE 15 PERFORMANCE AND FIDELITY BONDS

Contractor shall provide Performance Bond in the amounts of 100% of the annual value of the Agreement. The form of the Bond shall be acceptable to the Town.

ARTICLE 16 PROPRIETARY INFORMATION

As a political subdivision of the State of Florida, the Town is subject to the stipulations of Florida's Public Records Law.

During the term of the Agreement, the Contractor shall not use directly or indirectly for itself or for others, or publish or disclose to any third party any information related to the Services without the prior written approval of the Town.

ARTICLE 17 TOWN FURNISHED PROPERTY

- a. Under this Agreement the Town shall provide a minimum of one Bus to be used to provide Services during the first year of the Agreement, and up to three Buses to be used to provide Services during the subsequent years of the Agreement.
- b. The first bus to be used for the On-Demand Service shall provide the Town owned Bus currently being utilized by LSF to provide On-Demand Service the Town. This Bus is capable of carrying up to nine (9) passengers and one wheelchair.
- c. The second and third Buses to be used for the Fixed Route Service during year two of the Contract shall be a 31 foot bus capable of transporting approximately twenty-five (25) passengers and two wheelchair passengers. The Town is currently in the process of purchasing the Bus for these Services. The Town may make the Buses available prior to the second year of the Agreement, which is contingent upon the delivery date of the Buses.
- d. It shall be the sole responsibility of the Contractor to inspect all Buses prior to taking possession of them under the Agreement. Contractor, at the time of delivery shall identify in writing any issues, required repairs, or other work that may be required of the buses.
- e. The Town will hold title to the Buses and provide all information and access related to warranties.
- f. All certificates of registration or operation applicable to the Buses shall be applied for and issued in Town's name. Contractor will be responsible for applying for and maintaining all registration and inspection documents in the Town's name.
- g. The Contractor will keep the Buses free and clear of all levies, liens, and encumbrances, including fines.
- h. 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.

ARTICLE 18 EXTENSION OF TIME

The Town Manager may, at his sole discretion extend the Agreement for up to ninety (90) days after the scheduled date of completion of the Agreement. Such extension shall be done as a change order to the Agreement.

ARTICLE 19 PAYMENT FOR SERVICES

The Contractor agrees to be compensated for the performance of the Services in accordance with the provisions of this Agreement and Appendix A. Contractor shall accept as full compensation for Services provided hereunder those charges set forth in Appendix A. The Town shall not pay the Contractor any amount for the Work additional to those set forth in Appendix A unless such amounts are approved expressly in writing by the Town. The acceptance by Contractor of final payment hereunder, whether or not such payment is made pursuant to any judgment or order of any court or otherwise, shall be and shall operate as a release to the Town from all claims by and liability to Contractor for anything therefore done or furnished for or related to the different categories of the Work, or for any prior act, neglect, fault or default of the Town, or of any person relating to or affecting the Work, except only such claims against the Town as are specifically reserved in writing prior to accepting the final payment hereunder.

ARTICLE 20 CONTRACT VALUE

The Contractor warrants that it has reviewed the Town's requirements and has asked such questions and conducted such other inquiries as the Contractor deemed necessary in order to determine the price for the Work. The anticipated annual value of this Agreement is \$250,000 exclusive of the reimbursables permissible under the Agreement. The Town shall pay for actual hours the Bus route Services are performed based on the rates stipulated in Appendix A.

ARTICLE 21 PRICING

The Hourly Rates stated in Appendix A, are firm for the term of the Agreement. The Hourly Rates are all inclusive and include all out of pocket expenses that Contractor expects to incur in performing the Services exclusive of fuel and major repairs authorized in advance in writing by the Program Manager.

ARTICLE 22 METHOD AND TIMES OF PAYMENT

At the end of each month, the Contractor shall invoice the Town for services rendered during that month based on rates for Services provided as reflected in Appendix A. The Contractor shall invoice the Town separately for the Fixed Route and On-Demand Services, inclusive of fuel and major repairs. In addition to the report(s) to be submitted with each invoice the Contractor must submit receipt acceptable to the Program Manager for all fuel and authorized repairs.

All invoices shall show the Town's contract number, the title of the Agreement, the type of services provided, and a breakdown of all costs. All payments shall be governed by the provision of the Florida Local Government Prompt Payment Act, with payment(s) made within thirty (30) days, after receipt by the Town of properly prepared and documented invoices.

ARTICLE 23 NO ESTOPPEL OR WAIVER

No acceptance, order, measurement, payment, or certificate of or by the Town or its employees or agents shall either estop the Town from asserting any right or operate as a waiver of any provision hereof or of any power or right herein reserved to the Town or of any rights to damages herein provided.

ARTICLE 24 TAXES

The Contractor shall be responsible for fees and taxes required for performance of the Services. The Town is exempt from sales on all personal property it purchases or uses. The Contractor shall not include any charges representing such taxes on any invoices hereunder when provided with the proper exemption tax certificates at the time the order is placed.

ARTICLE 25 CHANGES

- a. The Town reserves the right to order changes which may result in additions to, reductions to or deletions from the amount, type or value of the Work required by this Agreement.
- b. The Program Manager may from time to time, at his/her sole discretion make revisions to the location of stops, schedule times, and hours of performance to the Fixed Route Service. Such changes shall be issued in writing to the Contractor at least seventy-two (72) hours in advance of implementation.
- b. No changes in Service shall be performed except pursuant to written orders of the Program Manager.

ARTICLE 26 CONSENT OF THE TOWN REQUIRED FOR ASSIGNMENT

The Contractor shall not assign, transfer, convey or otherwise dispose of this Agreement its rights, title or interest in or to the same or any part thereof without the prior written consent of the Town.

ARTICLE 27 SUBCONTRACTS

- a. Exclusive of approved repair Work, no subcontracting of the Work shall be permitted under this Agreement. Drivers must be employees of the Contractor and may not perform any Work as an independent contractor.

ARTICLE 28 LIQUIDATED DAMAGES

The Contractor acknowledges that time is of the essence in the performance of the Work and that damages in the event of the delays and disruptions set forth below will be difficult to ascertain. The Contractor agrees that the amounts set forth below are

fair and reasonable as liquidated damages, as a result of the delays described below:

- a. 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 shall be based on the annual rate divided by 365 days for Fixed Route Services, the hourly rate times 8 hours for the On-Demand Services.
- b. An amount equal to 50% of the daily rate shall be deducted for each day the Contractor does not provide Fixed Route Service in a timely manner in accordance with the Agreement. The rate shall be calculated based on the formula stipulated above in Article 28a.
- c. An amount equal to 50% of the hourly rate shall be deducted for each passenger the Contractor does not pick-up timely for On-Demand Services. Timely is defined as being within 15 minutes of the scheduled time.

ARTICLE 29 DISPUTES

- a. In the event of such dispute, the parties to this Agreement authorize the Town's Procurement Manager to decide all questions arising out of, under, or in connection with, or in any way related to the dispute and the decision of the Town's Procurement Manager shall be issued in writing to both parties in an expeditious manner. Disputes shall be brought, if at all, before the Town's Procurement Manager within 10 days of the occurrence, event or act out of which the dispute arises. Where the Contractor does not agree with the Procurement Manager's written decision the Contractor may appeal to the Town Manager, within 10 days of the issuance of the Procurement Manager's written decision. The Town Manager's written decision shall be conclusive, final and binding on both parties. The Contractor waives all of its rights provided hereunder, including its rights and remedies under State law, if the Contractor fails to comply in strict accordance with the requirements of this Article.
- b. The Town's Procurement Manager and the Town Manager, as applicable, may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether Contractor's performance of the Services or any actions meets the requirements of this Agreement. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the Town's Procurement Manager or Town Manager participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Contractor in accordance with this Article for a decision, together with all evidence and other pertinent information in regard to such questions, in order that a fair and impartial decision may be made. Whenever the Town's Procurement Manager or Town Manager is entitled to exercise discretion or judgment or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be fair and impartial

when exercised or taken. The Town's Procurement Manager or Town Manager, as appropriate, shall render a decision in writing and deliver a copy of the same to the Contractor. Except as such remedies may be limited or waived elsewhere in the Agreement, Contractor reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.

ARTICLE 30 MEDIATION-WAIVER OF JURY TRIAL

- a. In an effort to engage in a cooperative effort to resolve conflict which may arise during the Work, and/or following the completion of the Work, the parties to this Agreement agree all unresolved disputes between them shall be submitted to non-binding mediation prior to the initiation of litigation, unless otherwise agreed in writing by the parties. A certified Mediator, who the parties find mutually acceptable, will conduct any Mediation Proceedings in Miami-Dade County, State of Florida. The parties will share the costs of a certified Mediator on a 50/50 basis. The Contractor agrees to include such similar contract provisions with all Subcontractors retained for the Work, thereby providing for non-binding mediation as the primary mechanism for dispute resolution.
- b. In an effort to expedite the conclusion of any litigation the parties voluntarily waive their right to jury trial or to file permissive counterclaims in any action arising under this Agreement.

ARTICLE 31 TERMINATION FOR CONVENIENCE/SUSPENSION OF WORK

In addition to cancellation or termination as otherwise provided in this Agreement, the Town may at any time, in its sole discretion, with or without cause, terminate this Agreement by written notice to the Contractor and in such event:

- a. The Contractor shall, upon receipt of such notice, unless otherwise directed by the Town:
 - 1. Stop work on the date specified in the notice ("the Effective Date");
 - 2. Take such action as may be necessary for the protection and preservation of the Town's materials and property;
 - 3. Cancel any orders;
 - 4. If any Bus(es) is the possession of LSF, LSF shall return the Bus(es) to a location(s) designated by the Town, within one business day of written notification.
 - 5. Assign to the Town and deliver to any location designated by the Town any non-cancelable orders that are not capable of use except in the performance of this Agreement;
 - 6. Take no action which will increase the amounts payable by the Town under this Agreement.
- b. In the event that the Town exercises its right to terminate this Agreement pursuant to this Article the Town will pay:

1. The portion of the Work completed in accordance with the Agreement up to the Effective Date; and
 2. Non-cancelable orders that are not capable of use except in the performance of this Agreement.
- c. To the extent practical, the fair and reasonable value shall be based upon total Agreement price. In no event shall any payments under this Article exceed the Agreement price of such items.
 - d. The amount due hereunder shall be offset by all payments made to the Contractor.
 - e. All payments pursuant to this Agreement shall be accepted by the Contractor in full satisfaction of all claims against the Town arising out of the termination including, without limitation, lost profits, overhead or other consequential damages. Further, the Town may deduct or set off against any sums due and payable pursuant to this Article any claims it may have against the Contractor.
 - f. All payments pursuant to this Article are subject to audit in accordance with Article 43.

ARTICLE 32 EVENT OF DEFAULT

- a. An Event of Default shall mean a breach of this Agreement 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, shall include, but is not limited to, the following:
 1. The Contractor has not performed Services on a timely basis.
 2. The Contractor fails to maintain or repair the Buses in accordance with the Agreement;
 3. The Contractor fails to supply enough properly skilled personnel to perform the Work;
 4. The Contractor has failed to maintain the required insurance of bond;
 5. The Contractor has become insolvent (other than as interdicted by the bankruptcy laws), 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;
 6. The Contractor has failed to obtain the approval of the Town where required by this Agreement;
 7. The Contractor has failed to provide "adequate assurances" as required under subsection "b" below;
 8. The Contractor has failed in the representation of any warranties stated herein.
- b. When, in the opinion of the Town, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Work of any portion thereof,

the Town may request that the Contractor, within the time frame set forth in the Town's request, provide adequate assurances to the Town, in writing, of the Contractor's ability to perform in accordance with terms of this Agreement. Until the Town receives such assurances the Town may suspend all payments to the Contractor for the Services, which the Contractor has not performed. In the event that the Contractor fails to provide to the Town the requested assurances within the prescribed time frame, the Town may:

1. Treat such failure as a repudiation of this Agreement;
 2. Resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Work or any part thereof either by itself or through others.
- c. In the event the Town shall terminate this Agreement for default, the Town or its designated representatives, may immediately take possession of all applicable Equipment Licensed Software, Documentation, and data.

ARTICLE 33 NOTICE OF DEFAULT - OPPORTUNITY TO CURE /TERMINATION

If an Event of Default occurs, in the determination of the Town, the Town may so notify the Contractor ("Default Notice"), specifying the basis(es) for such default, and advising the Contractor that such default must be cured immediately or this Agreement with the Town may be terminated. Notwithstanding, the Town may, in its sole discretion, allow the Contractor to rectify the default to the Town's reasonable satisfaction within a two (2) week period. The Town may grant an additional period of such duration as the Town shall deem appropriate without waiver of any of the Town's rights hereunder, so long as the Contractor has commenced curing such default and is effectuating a cure with diligence and continuity during such two (2) week period or any other period which the Town prescribes. The default notice shall specify the date the Contractor shall discontinue the Work upon the Termination Date.

ARTICLE 34 REMEDIES IN THE EVENT OF DEFAULT

- a. Upon the Contractor's Event of Default, the Town shall have the right to complete the Services with its own forces and/or with other contractors.
- b. If an Event of Default occurs, except to the extent the Town is solely responsible for the Event of Default, the Contractor shall be liable for:
 1. The difference between the cost associated with procuring alternative Services plus the amount actually expended by the Town, including re-procurement and related administrative costs; and
 2. Other direct damages.

The Contractor shall also remain liable for any liabilities and claims related to the Contractor's default. All damages may be deducted and paid out of such monies due.

- c. As an alternative to termination the Town may bring any suit or proceeding for specific performance or for an injunction.

ARTICLE 35 TOWN MAY AVAIL ITSELF OF ALL REMEDIES

The Town may avail itself of each and every remedy herein specifically given to it now existing at law or in equity, and each and every such remedy shall be in addition to every other remedy so specifically given or otherwise so existing and may be exercised from time to time and as often and in such order as may be deemed expedient by the Town, and the exercise, or the beginning of the exercise, of one remedy shall not be deemed to be a waiver of the right to exercise, at the same time or thereafter, any other remedy. The Town's rights and remedies as set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to it in law or in equity.

ARTICLE 36 NO DEFAULT

The Contractor represents and warrants that the Contractor is not in arrears to the Town and is not a defaulter as a surety or otherwise upon any obligation to the Town. In addition, the Contractor warrants that the Contractor has not been declared "not responsible" or "disqualified" by or debarred from doing business with any state or local governmental entity in the State of Florida, or a public authority of the State of Florida, the Federal Government or any other state/local governmental entity in the United States of America, nor is there any proceeding pending pertaining to the Contractor's responsibility or qualification to receive public agreements. The Contractor considers this warranty as stated in this Article to be a continual obligation and shall inform the Town of any change during the term of this Agreement.

ARTICLE 37 AGREEMENT LIMITING TIME IN WHICH TO BRING AN ACTION AGAINST THE TOWN

In the event that the Contractor may be deemed to have cause of action against the Town, no action shall lie or be maintained by the Contractor against the Town upon any claim arising out of or based upon this Contract or by reason of any act or omission or requirement of the Town or its agents, unless such action shall be commenced within six (6) months after the date of issuance of the Final Payment, (or if final payment has not been issued, within six months of substantial completion of the Work) or upon any claim relating to monies required to be retained for any period after the issuance of the said certificate, unless such action is commenced within six (6) months after such monies become due and payable under the terms of this Agreement, or if this Agreement is terminated or declared abandoned under the provisions of this Agreement unless such action is commenced within six (6) months after the date of such termination or declaration of abandonment by the Town.

ARTICLE 38 DEFENSE OF CLAIMS

Should any claim be made or any legal action brought in any way relating hereto or to the Services hereunder, except as expressly provided herein, the Contractor shall diligently render to the Town, after additional compensation is mutually agreed upon, any and all assistance which the Town may require of the Contractor.

ARTICLE 39 CHOICE OF LAW, VENUE

This Agreement shall be interpreted and construed in accordance with the laws of the State of Florida. The parties agree that venue for any and all claims arising from this Agreement shall be heard either in the Southern District of Florida or in the Circuit Court of the Eleventh Judicial Circuit in and for Dade County, Florida.

ARTICLE 40 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:

- a. 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
- b. 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
- c. 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.

ARTICLE 41 SEVERABILITY

If this Agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from this Agreement without affecting the binding force of this Agreement as it shall remain after omitting such provision.

ARTICLE 42 NO THIRD PARTY LIABILITY

Nothing provided herein shall create any rights in any third party as provided in the Agreement or any obligation on the part of the Town to any third party.

ARTICLE 43 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.

ARTICLE 44 FORCE MAJEURE

Except as otherwise expressly provided herein, neither party hereto shall be considered in default in the performance of its obligations hereunder to the extent that such performance is prevented or delayed by any cause, existing or future, which is not within the reasonable control of such party including, but not limited to, acts of God or the public enemy, fires, explosions, riots, strikes (not including strikes of the Contractor's Staff Personnel), or war. Notwithstanding the foregoing, the failures of any of the Contractor's suppliers, subcontractors, or the like shall not excuse the Contractor's performance except to the extent that such failures are due to any cause without the fault and reasonable control of such suppliers, subcontractors, or the like including, but not limited to, acts of God or the Public enemy, fires, explosion, riots, strikes (not including strikes of personnel of the Contractor's suppliers or subcontractors), or war.

ARTICLE 45 NON-DISCLOSURE

Except upon prior written approval of the Town and except as required by law, the Contractor or its subcontractors shall not furnish or disclose to any person or organization, (a) any reports, studies, data, or other information provided by, or obtained from the Town in connection with the Services performed under this Agreement, (b) any reports, studies, recommendations, data or other information relating to, or made or developed by the Contractor or its Subcontractors in the course of the performance of such Services hereunder, or (c) the results of any such Services performed. All reports, studies, recommendations, and other products of the performance of Services by the Contractor or its subcontractors hereunder shall become the property of the Town.

ARTICLE 46 LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

Contractor agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State and the Town orders, statutes, ordinances, rules and regulations which may pertain to the Services required under this Agreement, including but not limited to Equal Employment Opportunity (EEO), in compliance with Executive Order 11246 as amended and applicable to this Contract.

Contractor and all Subcontractors shall verify the employment eligibility of all current and prospective employees through the U.S. Department of Homeland Defense E-Verify system.

ARTICLE 47 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.

ARTICLE 48 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.

ARTICLE 49 CONTRACT DOCUMENTS CONTAIN 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 contained herein.

ARTICLE 50 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.

ARTICLE 51 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.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date first herein above set forth.

Attest:

TOWN OF MIAMI LAKES

By: _____
Marjorie Tejada, Town Clerk

By: _____
Alex Rey, Town Manager

By: _____
Town Attorney

Signed, sealed and witnessed in the presence of:

CONTRACTOR:

Ms. Vasti Amaro
Limousines of South Florida, Inc.
3300 S.W. 11 Ave.
Fort Lauderdale, FL 33315

By: _____

By: _____
Name: _____
Title: _____

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 _____,
(title of officer)

_____, is hereby authorized
(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)

APPENDIX A

SCOPE OF SERVICES

The Contractor shall provide all personnel, equipment, materials and supplies, necessary to perform the Services at no charge or cost to Town residents, in compliance with the Agreement, and in accordance with the following Scope of Services. This shall include but not be limited to drivers, mechanics, dispatcher, communications between the Buses and the office, Bus storage and maintenance facility(ies) garage shop equipment, tools office furnishings, etc.

A. 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 Appendix A. Should any conflicts exist in the requirements of Appendix A the requirements of the SSPP and APP take precedence.

These plans shall serve as the Operations Manual. The Town may, at its sole discretion require additions to the Operations Manual.

B. Contractor’s Personnel

1. Drivers employed by the Contractor for the purpose of providing the Services shall meet the following minimum requirements:
 - a. Must be at least twenty-one (21) years of age.
 - b. Possess a minimum of five (5) years experience as a commercial driver responsible for the transportation of passengers.
 - c. Meet all qualification requirements for drivers established by the State of Florida or Miami-Dade County (“County”).
 - d. Possess a current commercial driver’s license (“CDL”) with a passenger endorsement.
 - e. Pass a background check performed by the Town’s Police Department.
 - f. Pass the Contractors drug and alcohol tests
 - g. Have a safe driving record with no more than two (2) moving violations or at-fault accidents within the past three (3) years, or any DUI convictions during past ten (10) years.
 - h. No convictions for violent crimes
 - i. Must be in good physical condition to be able to assist elderly or disabled passenger with ingress and egress from the bus and to assist with the loading and off-loading of packages from the bus.
 - j. Must be able to read and write in English and preferably in Spanish.

2. The Contractor warrants and represents that its employees have the proper skill, training, background, knowledge, experience, integrity, and character necessary to perform the Services in a competent and professional manner.
3. The Contractor agrees that the Contractor will at all times employ, maintain and assign to the performance of the Work a sufficient number of competent and qualified personnel necessary to perform the Services 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.
4. All staff assigned by the Contractor to the performance of the Services shall be employees of the Contractor.

C. Passenger Assistance

1. Drivers will assist passengers with ingress and egress from the Bus, including wheelchair assistance.
2. Drivers shall assist passengers with the loading and off-loading of passenger package(s).
3. Drivers must be considerate, courteous and demonstrate a positive, friendly demeanor when interacting with passengers.

D. Driver Training

1. The Contractor shall provide such training, safety testing and supervision of Operators as required to ensure provision of high quality services. Instruction provided shall include, but not be limited to, the following areas:
 - a. Defensive Driving
 - b. Emergency first-aid/CPR
 - c. Busmaneuverability, safety and features
 - d. Passenger assistance techniques
 - e. Service and Route operation
 - f. Service Area orientation and information on routes
 - g. ADA accessibility operation
 - h. Customer service techniques, including dealing with difficult passengers and pro-active hospitality
2. The Contractor will provide each Driver with written instructions, guidelines and rules and regulations regarding all training subject areas and providing Services under the Agreement. The Contractor shall continuously monitor Driver performance and shall periodically conduct refresher training, as needed to ensure retention of skills and Operator performance.

E. Uniforms and Identification

1. The Contractor shall provide standardized uniforms at no charge to each

- operator. The uniforms must be of sufficient quantity to maintain good grooming and be clean and neat and worn at all times that the Operator is in Revenue Service. The uniform shall identify the name of the Town, Town logo and the name of the driver. The uniform **shall not** include the Contractor's name. The Contractor will provide a sample of the uniform for the Program Manager's approval prior to use.
2. 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.
 3. 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.
 4. Any Operator not wearing the approved uniform and ID card while on duty is prohibited from performing Services under the Agreement.

F. Bus Maintenance and Repairs

1. Bus Servicing
 - a. The Contractor shall maintain the Buses in accordance with industry standards and warranty requirements to ensure safe, clean, attractive and efficient operation of the Buses at all times. At a minimum all Preventive Maintenance (PM) shall be performed in accordance with the Bus manufacturer's maintenance manuals, and warranty requirements. Any changes in the PM schedules must be approved in writing in advance by the Program Manager. The Contractor shall provide a separate PM program for each Bus.
 - b. Servicing should be scheduled to reduce downtime and ensure maximum life and performance of Bus components.
 - c. Contractor shall perform the following on a daily basis:
 - i. Pre- and post-pullout safety inspections.
 - ii. Servicing of fluid levels, tires, lights and minor mechanical problems.
 - d. Brakes shall be checked weekly.
 - e. Periodic mechanical and safety inspections by mechanics and supervisors. Such inspections shall be documented and completed monthly or more often as indicated necessary by recurring problems.
 - f. A major Bus mechanical condition inspection and assessment of all Buses shall be conducted annually by the Contractor.
 - g. Contractor shall maintain a log of all service or inspections performed on the Buses.
 - h. Emergency road call service, including towing of a Bus shall be performed by

the Contractor.

2. Mechanical and Body Repairs

- a. Within twenty-four hours of learning of damage or the need for any repairs, the Contractor will prior to obtaining or performing any repairs, shall notify the Town in writing and obtain written approval of the Program Manager prior to proceeding with the repairs. The Program Manager may require the submission of cost proposal(s) prior to approval of the repairs where the Town is to be charged for the repairs. Where the Town is to be charged for the repairs, the Town shall be invoiced separately and pay for repairs. The Town shall not be billed for any warranty repairs.
- b. Qualified personnel, utilizing appropriate tools and equipment, trained to complete such work shall perform the repairs.
- c. Repairs shall be performed to the best available standards of quality and workmanship.
- d. Original Equipment Manufacturers ("OEMs") approved parts must be used to affect the repairs unless approved in writing, in advance by the Program Manager.

3. Bus Cleanliness

- a. Interiors shall be swept, dusted, trash emptied, floors and walls spot mopped and wiped cleaned at least once daily. Operators shall conduct regular policing for trash and debris and remove same during service hours.
- b. At least once each week, the floors shall be mopped and windows cleaned inside and out. Interior metal and walls shall be thoroughly cleaned and/or polished each week. Cleaning shall be done more frequently as needed.
- c. Exteriors shall be washed once weekly, or more frequently as required by weather. Each Bus shall be waxed and polished at least twice per year.
- d. The interior passenger compartment shall be free of roaches and other insects or vermin as well as noxious odors from cleaning products.
- e. Contractor shall remove any graffiti from the exterior and interior of the Buses immediately or as soon as it is practical, but no later than the start of the next day's service.

4. Bus Records

- a. The Contractor shall maintain a complete individual Bus history. The Contractor is responsible for keeping the Bus maintenance file current throughout the term of the Agreement and shall make available complete copies of all files available to the Town at the end of the Agreement. The Program Manager or designee shall have reasonable access to all Bus maintenance records at any time including during planned or unannounced visits or inspections of the Contractor's facility during the term of the Agreement

- b. The Contractor shall maintain records to document the following (but not limited to):
 - i. The completion of required inspections;
 - ii. The timely execution of scheduled servicing;
 - iii. Major repairs and replacement of Bus components
 - iv. Use of parts and components;
 - v. Unscheduled maintenance;
 - vi. Accident repairs and body work;
 - vii. Warranty work and claims;
 - viii. Fuel and oil and fluids consumption on a unit per Bus basis;
 - ix. Bus mileage and hours of operation;
 - x. Tire and brake life;
 - xi. Hours of operation;
 - xii. Frequency of service provided;
 - xiii. Days of operation;
 - xiv. Total actual Bus miles – the total miles a Bus travels including any deadhead;
 - xv. Passenger Miles – the sum of the distances ridden by each passenger;
 - xvi. Cost per rider;
 - xvii. Ridership.

5. Bus Defect Records

The Contractor shall maintain records regarding any Bus defect that occurs. A Bus defect report shall be completed as part of the pre-trip inspection on each Bus and after service and maintained separately for each Bus. Defect cards prior to and after each shift to the Contractor's staff person who is charged with reviewing each card to prevent Buses with problems from going out on the next shift/assignment. Original Bus defect reports shall be kept on file.

6. Warranty Claims.

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

7. Bus Scheduling and Dispatching

a. Fixed Route Service

The Program Manager shall provide the Contractor with the fixed route maps and stops. The Contractor will time the routes during the hours of operation to establishing the headways and schedule for the assigned routes, and present these findings to the Program Manager within the first week of Service. This will ensure that the published schedules are attainable for the Contractor and accurate for riders. Should modification of the existing routes, or the addition of new routes occur the same will be required. The Fixed Route stops shall only include locations within the Town, unless authorized in advance by the Program Manager. These stops shall include, but shall not be limited to, existing public transit bus stops, the Town Hall, multi-family buildings, shopping centers, malls, and office buildings.

The Contractor shall provide the Fixed Route Services five (5) days per week between the morning hours of 6:00 am and 10:00am, and the afternoon hours of 2:15 pm and 7:00 pm unless otherwise authorized in writing by the Program Manager.

No Bus Services shall be provided on New Year's Day, Memorial Day, Labor Day, Thanksgiving Day, or Christmas Day.

The hours and days of service, the routes, and the number and location of the stops on each route are subject to change at the sole discretion of the Town. Initial circulator service routes include the East and West Routes and are referenced in Appendix B. The Contractor shall assist the Town with collecting survey data on passengers and ridership figures as may be necessary for compliance with FTA, Interlocal Agreement, or entities that provide capital and operating funds to the Town.

1. During the first year of Fixed Route Services, the Contract shall provide two Buses for use by the Town. These Buses shall be subject to inspection by the Program Manager to ensure they are acceptable for service. The Buses provided by the Contractor will at minimum be a 16 foot by 20 foot vehicle that can accommodate up to twenty (20) passengers without a wheelchair. The Bus will also provide for wheelchair accessibility. The hourly rate for the provision of the Buses by LSF and provision of Circulator Services shall not exceed \$42.92 per operating hour.
 2. The Town has ordered two Buses that when delivered will be used for the provision Circulator Services, which is anticipated to occur for the subsequent years of the Contract. During the Contract period the Town provides the Buses, the hourly rate for the Circulator Services shall not exceed \$37.00 per operating hour.
- b. On-Demand Service

The Contractor shall provide the Fixed Route Services five (5) days per week between the hours of 8:00 am and 3:15 pm, unless otherwise authorized in

writing by the Program Manager. The hours of service are subject to change at the sole discretion of the Town.

The Town shall designate a Town employee who will receive the request for Service from Town residents and forward these requests to the Contractor's dispatcher. Reservation requests for Service must be made 24 hours in advance or the Service cannot be provided, at no time should the Contractor or Contractor's employee make a reservation or arrange for resident pick-up; all such Service requests shall be referred to the Town. Stops shall routinely be for locations within the Town.

It is the sole responsibility of the Contractor to coordinate the execution of the Service requests to ensure timely pick-up and drop-off of passengers. The Contractor shall assist the Town with collecting survey data on passengers and ridership figures as may be necessary for compliance with FTA, Interlocal Agreement, or entities that provide capital and operating funds to the Town.

The hourly rate for On-Demand services shall not exceed \$34.34 per operating hour.

8. Fines and Tickets

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.

9. Accidents and Incident Reports

- a. The Contractor shall contact the Town police immediately in the event of an accident or any criminal activity on or involving a Bus. At the scene of the accident or incident, the Driver shall request that the police investigate the accident or incident, regardless of personal injury or property damage. The Contractor shall immediately provide verbal notification to the Program manager, investigate the accident or incident, and issue a written report to the Program Manager within three (3) business days, and include a copy of the police report.
- b. Contractor supervisory personnel shall immediately notify the Program Manager regarding any and all of the following:
 - i. Disruptions in Service
 - ii. Detours
 - iii. Injuries

- iv. Delays
- v. Late Service
- vi. Bus Breakdowns
- vii. Maintenance Issues
- viii. Buses out of Service
- ix. Any other cause impacting the delivery of Service

10. Complaints

Any comments/complaints received by the Contractor, including its drivers, from the public or passengers shall be reported to the Program Manager. The Town will also receive comments/complaints directly from passengers. The Contractor shall establish appropriate methods for investigating, resolving and responding to such comments/complaints. The Contractor will advise the Program Manager, in writing, of a complaint within twenty-four (24) hours of its receipt. Contractor shall within seventy-two (72) hours notify the Program Manager in writing of the resolution of the complaint. No commitment shall be made by the Contractor to change any aspect of the Service without the prior written consent of the Program Manager.

11. Communications

- a. Each bus must be equipped with a vhf for radio communications between the Driver and the Contractor's office.
- b. Drivers may not use cellular phone while the Bus is in Service. Drivers must be subject to disciplinary action should this occur.

12. Reports

The following reports shall be submitted on a monthly basis with the invoice. A separate report shall be submitted for the Fixed and On-Demand Service.

- a. Operations Report
 - i. Number of days Bus was in Service
 - ii. Actual total hours of operation
 - iii. Total miles traveled
 - iv. Passengers transported
 - v. Passenger cost per mile
 - vi. Number of missed or incomplete trips
 - vii. Total trips completed
 - viii. Number of trips completed on time
 - ix. Number of trips completed late
- b. Bus Statistics
 - i. Monthly miles per Bus

- ii. Number of road/service calls
 - iii. Gallons consumed
 - iv. Average price per gallon paid for the month consistent with weekly OPIS standards
- c. Narrative Summary
 - i. Operational problems and issues
 - ii. Bus repairs and servicing
 - iii. Accident/incident reports
 - iv. Customer comments/complaints

13. Addition and Substitute Buses

- a. Contractor shall furnish substitute buses during periods when the Bus(es) is not available for Service for any reason or cause.
- b. Contractor shall make additional buses available to the Town upon twenty-four (24) hours written notice by the Program Manager for special events of to assist in the relocation/evacuation of Town residents.
- c. Additional and/or Substitute buses shall be of equal or greater quality and size than the Bus(es) furnished by the Town or provided by the Contractor for daily use, which shall be subject to the prior approval of the Program Manger. These buses shall be provided at no additional cost to the Town other than the fees specified in the Agreement.

14. Fuel

The Contractor shall be responsible for fueling of the Buses to ensure timely performance of the Services. The cost incurred by the Contractor for fuel will be reimbursed on a monthly basis based on the submission of acceptable supporting documentation; prices shall not exceed the listed OPIS rack prices listed for the time period. Fuel shall only be used to perform the Services under the Agreement.

15. Licenses and Inspections

- a. 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.
- b. Contractor shall make arrangements as necessary for Busdelivery and to schedule inspections and document the condition of the Busprior to initiation of Revenue Services.

16. BusStorage

The Busesshall be stored by the Contractor at the Contractor’s facilities, either within Miami-Dade or Broward Counties, or near enough to the Service Area to

avoid excessive dead-heading (miles driven to return to the base or head of the Route without passengers). The Contractor shall provide Buses storage and maintenance shop space. The Town shall pay for in-service hours only.

17. Driver Kit

At a minimum the following shall be in the Driver's possession whenever in Service:

- a. all current established/published schedules for the Fixed Route Service
- b. incident/accident notification forms
- c. defect cards
- d. a pen/pencil
- e. paper
- f. tape
- g. comment cards and complaint forms
- h. other appropriate material as specified by the Town

18. Town Hall Staging

Upon direction of the Program Manager the Contractor shall stage the Bus(es) as Town Hall or at such other 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.